



CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING
Tuesday, February 13, 2024 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

AGENDA

PLEDGE OF ALLEGIANCE

ROLL CALL

DECORUM - Jacob Horowitz, City Attorney

CHANGES TO AGENDA/EMERGENCY MATTERS

PROCLAMATIONS/PRESENTATIONS

1. Proclamation - Robert Becker - **Commissioner Katzman**
2. Pet Adoption - **Commissioner Mallozzi**

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns - *Any individual may speak for a time period of up to three (3) minutes' duration regarding any matters which are pertinent to the City, including any item listed on the meeting agenda. If a person desires to speak on an item that is designated for a public hearing, their comments should be held until the public hearing.*

BOARD/ADMINISTRATIVE REPORTS

3. Appointments to City Boards

CONSENT AGENDA

Minutes

4. January 23, 2024 Regular Commission Meeting Minutes

REGULAR AGENDA

5. Discussion and possible action to direct the City Attorney's Office to draft an ordinance amending Sec. 2-8 of the City's Code of Ordinances to eliminate the 90-day waiting period for naming City Property after individuals who have died. – **Commissioner Mallozzi**
6. Discussion and possible action to direct the City Attorney's Office to draft an ordinance amending Sec. 2-8 of the City Code of Ordinances to eliminate the 90-day waiting period for naming City Property after individuals who have died; and to further direct the City Attorney to draft a resolution co-designating S.E. Lake Boulevard as "Robert Becker Boulevard" after Robert Becker, the longtime principal of Embassy Creek, to be considered immediately following second reading of the ordinance eliminating the 90-day waiting period. – **Commissioner Katzman**

- [7.](#) Discussion and possible action to direct the City Manager to take any and all action necessary to immediately implement the co-designation of SE Lake Boulevard as “Robert Becker Boulevard,” subject to an amendment of Sec. 2-8 to eliminate the 90-day waiting period and the adoption of an appropriate resolution, as required by the City Code. - **Commissioner Katzman**
- [8.](#) Discussion and possible action to direct the City Attorney’s Office to draft a resolution providing for the immediate transition of the City Special Magistrates. – **Commissioner Mallozzi**
- [9.](#) Discussion and possible action on incorporating various incentives to attract new employees and keep current employees. – **Commissioner Mallozzi**
- [10.](#) Motion to reconsider joining the Form 6 litigation - **Commissioner Mallozzi**
- [11.](#) Motion to approve and authorize the purchase of a 2024 Ford F-350 Super CAB Truck for the Utilities Department from Alan Jay Automotive Management, Inc., using Florida State Term Contract #25100000-23-STC for Utility Equipment in the amount not to exceed \$66,607.60. - **Utilities**
- [12.](#) Motion to approve and authorize the award of Bid, No. ITB 2023-6-UTL, Pump Station #55 Generator Replacement, to the lowest, responsive and responsible bidder, Hinterland Group, Inc., and to enter into an agreement in the amount not to exceed \$767,500.00 and a separate project contingency in the amount of \$76,750.00, representing 10% of the contract price. - **Utilities**
- [13.](#) Motion to approve and authorize a Piggyback Agreement with City of Ocala contract with Miller Pipeline, LLC, in the amount of not to exceed \$451,233.75 and a contingency in the amount of \$45,000.00 to perform wastewater collection system rehabilitation, sewer gravity main and lateral lining, cleaning, and TV inspection services through January 2025, and run concurrently with City of Ocala Contract, subject to its extension with the terms and conditions acceptable to the City, including funding. – **Utilities**
- [14.](#) Motion to approve and authorize a piggyback agreement with the Seminole County Public Schools contract with R&M Service Solution, LLC., in the amount not to exceed \$30,000 to provide Fire Hydrant Maintenance and Repair services for water distribution systems for Fiscal Year 2024, and run concurrently with the Seminole County Public Schools Contract, subject to its extension with the terms and conditions acceptable to the City, including funding. - **Utilities**
- [15.](#) Cooper City Draft Action Plan to Address Resolution 12-7-5 Requirements - **Parks and Recreation**

ORDINANCES ON FIRST READING

[16.](#) **Ordinance 24-03 (Administration)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES BY AMENDING CHAPTER 25, ENTITLED “DEVELOPMENT STANDARDS,” AMENDING ARTICLE II ENTITLED, “SIGNS,” BY SPECIFICALLY AMENDING SECTION 25-24, ENTITLED “TEMPORARY SIGNS;” ELIMINATING THE BOND REQUIREMENTS FOR TEMPORARY

SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

17. Ordinance 24-04 (Administration)

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, REPEALING ORDINANCE NO. 22-12, ADOPTED ON JUNE 14, 2022, IN ITS ENTIRETY; DELETING SECTION 2-131 OF THE CITY'S CODE OF ORDINANCES; PROVIDING FOR THE ELIMINATION OF THE MENTAL HEALTH AND WELLNESS ADVISORY BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER REPORT

- 18. General Employee Pension Board
- 19. Update on Pool and Tennis Center Hours
- 20.** Budget Transfer Notification - Dog Park Fence

CITY ATTORNEY REPORT

POLICE CHIEF'S REPORT

- 21.** Police Chief's Report

FIRE CHIEF'S REPORT

- 22.** Fire Chief's Report

COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

ADJOURNMENT

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to

the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.



Office of the City Commission

Proclamation

WHEREAS, Robert D. Becker was born on November 19, 1962 in Pittsburgh, Pennsylvania; and

WHEREAS, Robert D. Becker attended Florida International University earning a Bachelor of Science in Education in 1987; and

WHEREAS, Robert D. Becker began his career as a teacher at Pembroke Pines Elementary in 1987 and then transferred to Sea Castle Elementary in 1991; and

WHEREAS, Robert D. Becker furthered his education at Florida International University, earning a Master of Science in Educational Leadership in 1992; and

WHEREAS, Robert D. Becker became the Assistant Principal of Driftwood Elementary in 1995 and Principal of West Hollywood Elementary in 1998; and

WHEREAS, Robert D. Becker was appointed Principal of Embassy Creek Elementary in Cooper City, Florida in 2002, leading the school to earn an A-rating 17 times; and

WHEREAS, Robert D. Becker was known as a “true teacher’s principal” who always stood behind his teachers and staff under challenging circumstances, earning him nominations as Principal of the Year for Broward County Public Schools on multiple occasions; and

WHEREAS, Robert D. Becker created memorable experiences for his students and inspired multiple generations of young people as a teacher and administrator for 37 years, including the last 22 years in Cooper City; and

WHEREAS, Robert D. Becker was the epitome of the word “fighter,” battling cancer for more than 12 years, undergoing multiple treatments, surgeries, and trials with a positive attitude; and

WHEREAS, Robert D. Becker loved running, golfing, and cheering on the Pittsburgh Steelers while wearing black and yellow during his free time; and

WHEREAS, Robert D. Becker was the devoted husband of Dina and father to Aimee and Brian, always putting his family first; and

WHEREAS, Robert D. Becker passed on January 27, 2024, resulting in Cooper City losing an amazing friend, leader, and person.

NOW, THEREFORE, I, GREG ROSS, Mayor of the City of Cooper City, Broward County, Florida, and the City Commission, do hereby proclaim the **19th day of November** as **Robert D. Becker Day** in the City of Cooper, Florida and encourage everyone to wear yellow on this date and take part in a random act of kindness in perpetuity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great Seal of the City of Cooper City, Broward County, Florida, to be affixed on this **13th day of February 2024**.

GREG ROSS
Mayor, City of Cooper City



CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: February 13, 2024

SUBJECT: Appointments to City Boards

RECOMMENDATION:

Commissioner Katzman is appointing Ileana Ryan to the Green Advisory Board

ATTACHMENTS:

1. Citizen Resource Sheet Ileana Ryan
2. Resume – Ileana Ryan



CITY OF COOPER CITY CITIZENS RESOURCE SHEET

Please indicate the Board(s) for which you wish to be considered:

- | | | |
|---|--|--|
| <input type="checkbox"/> Business Advisory Board | <input type="checkbox"/> General Employees Pension Board | <input type="checkbox"/> Mental Health & Wellness Advisory Board |
| <input type="checkbox"/> Charter Review Board | <input checked="" type="checkbox"/> Green Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Education Advisory Board | <input type="checkbox"/> Planning & Zoning Board | <input type="checkbox"/> Senior Advisory Board |
| <input type="checkbox"/> Firefighters Pension Board | <input type="checkbox"/> Police Pension Board | <input type="checkbox"/> Royal Palm Ranches Advisory Board |

Please choose one:

- I wish to be considered by Commissioner Jeremy Katzman (please write in name)
- I wish to be considered by any member of the Commission

Date: 01/26/2024

Name: Ileana Ryan Email Address: ireryan@gmail.com

Home Address: 9461 SW 49 Place Cooper City, FL 33328

Cell #: 954-451-5101 Work #: _____ Home #: _____

Length of Residence in Cooper City 27 Years _____ Months

Length of Time as Business Person in Cooper City _____ Years _____ Months

QUALIFICATIONS:

Please provide a brief statement outlining why you wish to serve on the applicable boards and/or committees selected. In addition, please attach copy of your resume or vita (optional): _____

As a concerned citizen, it would be an honor to be a member of the Green Advisory Board to work as a team with the city on the beautifying of the city with a vision to make

Cooper City the jewel of Broward County and enhance our property values. Landscape is extremely important in the city.

Experience in Board Subject:

Related Work or Civic Affiliation: _____

College (if appropriate): Florida International University, future FAU exec certificate PMP -Six Sigma student

Field of Study: Bachelors in Accounting, Master in IT, PMP Certificate

Other professional or technical training (Name of school, course name, etc.): _____

Meeting Date: 02/13/2024 Item #3.

DISCLOSURES:

1. Are you or any of your relatives presently employed by the City of Cooper City? No If yes, please state names and City departments/divisions: _____

2. Are you aware of any potential conflict of interest that may arise from your serving on City of Cooper City boards and committees? No If yes, please explain: _____

3. Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Cooper City? No If yes, please list: _____

4. If you own property in the City of Cooper City, do you have any pending code violations and/or unpaid code fines related to such property? No If yes, please list: _____

5. Is there any other information that you would like to disclose in connection with this application? _____
If yes, please do so here: _____

Please affirm and acknowledge that you understand and agree to the following (mark each box):

I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.

If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City of Cooper City, Broward County and the State of Florida, particularly those pertaining to the standards of conduct for public officers and related financial disclosure requirements, if applicable. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

Misrepresentation of any information or qualifications given on this application may cause automatic removal from any board/committee.

Signature: Ileana Ryan Date: 01/26/2024

Ileana Ryan, BAcc, MIT, PMP

ireryan@gmail.com

Cell 954-451-5101

www.linkedin.com/in/ileana-ryan-financial-systems-professional/

FINANCIAL SYSTEMS PROFESSIONAL

Accomplished, self motivated and detail oriented professional with combined Accounting, Finance, and Information Technology experience. Exposed to various industries including hospitality, ocean transportation, accounting software consulting, import/export, and manufacturing. Emphasis in Financial Transformation and Process Improvements. Strong analytical and problem solving skills. Interpersonal and communications skills in English and Spanish. Experience with EPM Platform especially PBCS, EDMCS modules. On Premise's Hyperion Planning and HFM, Essbase, JD Edwards, Insight Reporting, Tungsten Workflow, IBM Cognos Business Intelligence, IBM Cognos Finance, MAS90/200.

CORE COMPETENCIES

Accounting Operations | Financial Systems Management | Corporate Systems Oversight | Hospitality Industry | Global Digital Infrastructure | Accounting Software Consulting | System Integrations
Complex Problem Solving | Development of Training Material | Project Management | Program Management

CAREER EXPERIENCE

EQUINIX, INC. Headquartered in Redwood City, California. FP&A offices in Tampa, Florida. July 2020 – December 2024 *Equinix is the world's digital infrastructure company providing a platform for interconnection & connectivity, data centers & collocation with more than 200+ data centers, 50+ office locations across the world.*

Manager Business Analysis EPM Systems – FP&A Financial Transformation & Analytics Team

Liaison between Global and Regional Financial Planning Teams, SEC Reporting, Global Controllershship, Treasury, Corporate Development and IT's Hyperion Team. Provide project management and delivery on projects optimizing the usage of Planning Budgeting Cloud Services, PBCS, system. Oracle PBCS supports enterprise-wise planning, budgeting, and reporting in a cloud based deployment model.

- Collaborate with global and cross functional PBCS stakeholder to review business process to standardize them. Identify areas of improvement and lead innovation efforts to align with company strategic goals to increase efficiencies. Conduct Sox Compliance controls and security access reviews.
- Responsible for the financial systems metadata hierarchy maintenance and prioritization of initiatives portfolio.
- Provide project management of PBCS enhancements and initiatives. Change champion and training instructor for Program Cirrus Release 1 – PBCS work stream.
- Develop and conduct trainings for PBCS. Great interpersonal skills, received 13+ peer recognitions for excellent performance and customer service demonstrating company core values.
-

LENNAR CORPORATION, Miami, Florida, September 2019 – June 2020. *Lennar Corporation is a home construction and real estate company headquartered in Miami, Florida.*

Senior Manager Financial Systems

Responsible for overseeing the Hyperion Planning and Essbase Team, and the JD Edward Accounting Support Team. Managed the daily and monthly operations of the accounting and financial systems. Worked closely with Corporate Finance and Regional Controllers during the accounting cycles close, and led various Finance Transformation Initiatives to find efficiencies in their month- end and planning processes.

- Managed a 14-person team of associates and consultants who provided the day the day operations and enhancements in Planning, Essbase and JDE to adapt to changing business needs.
- Through the Financial Transformation initiatives focused on maximizing the use of the data available in the various Hyperion

Planning and Essbase cubes to provide additional reporting venues to Corporate and Regional. Led a special project on the creation of new month end reports, and analyses.

- Implemented process improvements within the EPM Suite and JDE interface for daily and monthly process.
- Developed a cross training model in the two teams to enhance their knowledge and mentor their professional growth.

ATLANTIS, PARADISE ISLAND, Plantation, Florida, 2014- September 2019. *Atlantis, Paradise Island, is a destination resort in The Bahamas.*

Director Corporate Financial Systems

Own the administration of corporate and financial systems Hyperion Planning, Essbase, Hyperion Financial Reporting, JD Edwards, FASTR and Insight Reporting. Led the design, implementation of Hyperion Planning and coordinated the upgrades of the corporate systems. Managed employees, consultants, and third-party application support providers. Partner with Finance, Accounting, and Operations departments to deliver corporate strategy goals.

Hyperion Planning Administrator

- Manage Oracle EPM Hyperion Planning, Financial Reporting, and Essbase applications.
- Ensured data integrity and the applications tied to the JDE, the accounting system of record.
- Developed reports in Financial Reporting for senior management.
- Communicate effectively with key Finance/Hyperion/Information Technology constituents. Work closely with Finance and operations' Vice Presidents and Directors to maximize the use of Hyperion Planning for their forecast and budget processes.
- Provide training, guidance and support to stakeholders. Great written and verbal communication skills. Ensure best practices are used when performing UAT and testing enhancements prior to Go-Live.
- Plan for Hyperion's short- and long-term goals, including migration, maintenance, and upgrade plans.
- Create and modify scripts, calculations in Hyperion Planning and Essbase.
- Provide training, guidance and support.
- Identify and analyze processes for continuous improvements to maintain quality and efficiency for forecasting cycle.

JD Edwards Administrator

- Manage systems analysts in providing support, i.e. troubleshooting, setup of new accounts, business units, and companies as needed.
- Add/review Automatic Accounting Instructions. Check system integrity reports, troubleshooting.
- Create financial statements and ad-hoc analyses as needed in Insight Reports.
- Used ETL to load forecasted budget data from Hyperion Planning to JD Edwards for month end reporting.

Other Responsibilities

- Project Manager for Information Technology/Accounting/Finance departments initiatives. Created project plan and led project to implement Tungsten Workflow across the enterprise to automate accounts payable process. Included communication and risk management.
- Led interdepartmental initiatives that interfaced with financial systems. Plan with Finance and IT leadership the coordination of accounting, finance and human resources projects that will be executed in the short and long term. Develop and maintain Corporate IT projects portfolio. Member of IT's Change Advisory Board Member to approve requests for system changes.
- Managed application consultants, ensuring appropriate support and progress on application enhancement are provided.
- Lead team of analysts who provide JD Edwards support to Finance and Supply Chain users.
- Partner with Security and Compliance team to create and maintain policies and procedures related to accessing financial systems, assists with external audits.

KERZNER INTERNATIONAL NORTH AMERICA, Plantation, Florida, 2013- 2014. *Kerzner International is a global destination resorts and luxury hotel manager and operator, brands include One&Only Resorts, Atlantis, and Mazagan.*

Financial Systems Manager – Provided services to Atlantis Paradise Island under Kerzner's management agreement with Atlantis Paradise Island.

- Responsible for the maintenance and implementation of process improvements for Hyperion Planning. Ensure JD Edwards and Hyperion Planning databases are reconciled. Security Management. Maintain account outline and web forms as new accounts, departments are created in response to changing business needs. Review and update business rules and calculations as needed. Update standard operating procedures and improve processes. Participate in forecast and budget process with

FP&A team. Load Budget information from Hyperion Planning to JD Edwards.

- In JD Edwards system responsible for setting up new accounts, business units, and companies as needed. Add/review Automatic Accounting Instructions. Map accounts in HFM. Check system integrity reports, troubleshooting. Create financial statements and analysis in Insights Reports and generate them periodically or as needed. Responsible for monthly closing procedures, including monthly restatements, and annual close.

SEABOARD MARINE, Medley, Florida, 2007- 2013. *Seaboard Marine is a leader in the containerized ocean cargo transportation carrying cargo from/ to North America, Central America, and South America – Annual revenue over 800 million.*

Financial Systems Manager

- Responsible for innovation and streamlining the month-end process in the accounting department. Implemented system enhancements and innovated internal business processes. Reduced the month-end process by 1 day, from 3 to 2 days, for the corporate accounting team.
- Performed scheduled visits to the controllers of foreign consolidated entities to review their existing business processes with the goal of streamlining them. Led innovations through system enhancements and integration of Cognos BI analytical tools.
- Developed analytical models with IT to improve the monthly trend analyses which lead to improved financial reporting and preparation of forecasts. Provided local and international training and support to department personnel.
- Designed and led financial systems training tailored to the Corporate Accounting and International Controllers Teams in the usage and best practices of IBM Cognos analytical tool, JD Edwards, and Microsoft Excel to meet corporate goals. Trainings exceeded management expectations and became part of the SOP.
- Project Manager for development of architecture and implementation of automated consolidated financial statements for over 40 entities utilizing IBM Cognos Finance and JD Edwards. Architecture included the build-out of allocations for foreign currency translation, elimination of intracompany and intercompany transactions and preparation of no lag financial statements. Ensured that interfaces between existing and/or implementation of new software and the accounting systems are operating appropriately with proper internal controls.

PRIOR EXPERIENCE

AUTOMOTIVE WARRANTY SOLUTIONS - AWS, Boca Raton, Florida, 2005 – 2007. *A startup company created in 2005*
Controller

BUSINESS COMPUTER ASSOCIATES, Miami, Florida, 2003 – 2005 - Integrated business solutions consulting firm – MAS200
Accounting Software Consultant

EDUCATION

- **Master in Information Technology (2001)** - AMERICAN INTERCONTINENTAL UNIVERSITY – Plantation, Florida
- **Bachelors of Accounting (1998)** - FLORIDA INTERNATIONAL UNIVERSITY – Miami, Florida

SKILLS AND CERTIFICATIONS

- Project Management Professional, PMP
- Oracle FR Financial Reporting | Oracle Essbase Bootcamp | Oracle PL/SQL
- Oracle Essbase 11.1.2 for System Administrators | Oracle Hyperion Planning Create & Manage Applications
- IBM Cognos Finance | IBM Cognos Business Intelligence Studios | IBM Cognos Author Professional Reports v. 10. 1
- Insight Report Administrator | Business Analysis Essentials Course | Fully bilingual in English and Spanish

REFERENCES

Professional references available upon request.



CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING
Tuesday, January 23, 2024 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE -

Mayor Ross opened the meeting at 6:30 PM and led the assembly in the Pledge of Allegiance.

ROLL CALL

Present were Commissioners Mallozzi, Katzman, Shrouder, Green and Mayor Ross.

DECORUM - Jacob Horowitz, City Attorney

City Attorney Horowitz read the decorum policy as follows: Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission. Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

CHANGES TO AGENDA/EMERGENCY MATTERS

City Manager Eggleston pulled item 4. He also asked to move up items 6 and 10 as the consultants are joining the meeting via Zoom.

PROCLAMATIONS / PRESENTATIONS

1. Pet Adoption - Commissioner Mallozzi

Commissioner Mallozzi advised Pike a five-year-old dog is available for adoption by contacting the Humane Society of Broward County at www.humanebroward.com or 954-989-3977 Ext 6.

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns

Paul Volan, from the Pentecostals of Cooper City, thanked Captain De Giovanni and his team for their safety and security tips and assistance. He also advised on February 25, 2024 they will host their annual Stand with Israel event.

BOARD / ADMINISTRATIVE REPORTS

2. Budget to actuals / City Financial Report – Finance

CFO Irwin Williams presented the financial statements for the fiscal year ending September 2023. Our revenues and transfers exceeded our expenditures by \$4.1 million dollars. We had an opening fund balance of \$15.5 million and with the surplus we have an ending fund balance of \$19.7 million as of the end of September. The debt service line is currently out of compliance due to a line of credit of \$50,000 and the legal fees to set up the line totaling \$37,000 which was not budgeted. CFO Williams said when he noticed they were paying interest on this outstanding line he instructed them to repay the bank and remove the open line of credit. They will still pay the \$4,000 to keep the line open but they will not use the line at this point. The Public Works Property Management line is over due to salary for the Interim Public Works Director being taken from that line as opposed to the administration line. For the year they budgeted \$39 million in revenues and came in at \$41 million. The bulk of that was franchise fees and intergovernmental and charges for services exceeding the budget.

Commissioner Shrouder asked how much of the \$4 million added to fund balance was ARPA related. CFO Williams answered none. Commissioner Shrouder asked what in non-departmental came in under expenditures. CFO Williams will look into non-departmental. CFO Williams said Repairs and Maintenance was at 153% over budget due to rental property software. Materials and Supplies was over due to a restructuring to make sure all items rolled forward properly. Capital Improvements were at 219% of budget due to the purchase of vehicles to not lose the funds based on the building fund regulations. Utilities is under budget which he will address in the upcoming year. The ARPA funds are fine and budgeted out to zero as required. The Parking Lot Fund had a significant expenditure due to lawn maintenance increases and under budgeting of the video monitoring due to a delay in the Real Time Crime Center. There were overages in Storm Water and personnel costs due to payouts for longevity.

Commissioner Shrouder asked how much money is in Florida Palm. CFO Williams advised the two safest instruments that we can put our money in currently with a good return is SBA LGIP Funds at 4.92% and the Florida Palm Intergovernmental account. In Synovus we are getting 2.48% currently. He said we have money in bonds which he would like to move and also move the money from Synovus into one of the other two accounts mentioned. He also advised we have \$32 million in Bank of America currently and we pay an analysis fee every month that offsets the interest. He contacted the bank to see how much money is needed to cover the analysis fee but he would also like to open up a money market sweep account that can accumulate interest.

Commissioner Shrouder spoke on previous action to move funds from the investment fund with Florida Palm. Consensus was reached to have the City Manager authorize the CFO to move the money from Florida Palm and Synovus to a qualified public suppository to get a higher interest rate.

CFO Williams said the investment policy ordinance needs revised.

Commissioner Shrouder said we need to look at into other banking to avoid fees. CFO Williams said he is meeting with US Century and TD Bank.

Commissioner Shrouder proposed meeting with the Credit Union as well.

Commissioner Green advised he needed to step away for a work conference call.

Mayor Ross said in the previous meeting they voted to join the Form 6 lawsuit with Weiss Serota. He was on the losing end of that motion which passed 4-1 and he was told by the City Attorney that Commissioner Shrouder does not want his name included. He would like the item brought back up for reconsideration.

Commissioner Mallozzi will bring the item back for reconsideration.

City Attorney Horowitz said he was advised the lawsuit will be filed by the end of next week.

Commissioner Shrouder asked if the lawsuit is being filed under the City or in individual's names. City Attorney Horowitz said the City, having approved the resolution at the last meeting would be named as a plaintiff, and then now based on conversation at last meeting and subsequent conversations, Commissioner Katzman and Commissioner Mallozzi would be named individually. If there is interest in changing that approach he would need direction from the Commission.

Mayor Ross said the Form 6 applies to individuals not the City and he has concerns with using City funds for personal gain. While he understands that is not the intent of the Commission he does have concerns.

City Attorney Horowitz said if there is consensus for the City of Cooper City not to participate in the lawsuit it would require reconsideration of the prior action. If it is Commissioner Mallozzi's intent to place a motion to reconsider that item on the next agenda that would be in order. If the Commission's desire is to move forward with the City as a named party plaintiff, no action would be required. If Commissioner Mallozzi or another member of the Commission who is on the prevailing side of that vote intends to put the item for reconsideration on the next agenda he will ask Mr. Cole not to include Cooper City until that motion to reconsider and further action is dispensed with.

Commissioner Mallozzi said the Form 6 requirement has caused several resignations in numerous municipalities. She asked if they remove their individual names from the lawsuit does that withdraw the City itself. City Attorney Horowitz said not necessarily. The Commission individually can choose, be it publicly or privately, whether they want to participate in this litigation. Two Commissioners have asked to participate. The City of Cooper City based on the prior action of the Commission will be included as a plaintiff in that lawsuit unless there is further direction to revisit the subject.

Commissioner Green does not want his individual name to be included in the lawsuit.

Commissioner Shrouder said it is his position that expenses should be covered for any Commission member who wants to be named as it is definitely a public purpose.

Mayor Ross said including one or five Commissioners, it is the same price.

Commissioner Katzman said they voted to include the City and adding the names to the lawsuit does not affect cost. The Form 6 requirement has caused mass resignations in other cities and the Florida League of Cities dropped the ball as they should have sued. He feels strongly they need to take a stand against this terrible bill.

Mayor Ross said his difficulty is if you go through the case law the cities do not have standing.

Commissioner Katzman said many cities cannot function due to resignations because of this law.

City Attorney Horowitz said that based on Commissioner Mallozzi bringing the item back, there would be a motion to reconsider on the next agenda, and based on that direction, he will advise Mr. Cole not to include Cooper City until after that motion is dispensed with. If he feels compelled to file his lawsuit he can file his lawsuit, and the City can always be added as a plaintiff.

Commissioner Katzman does not agree with bringing the item back and is not a part of the consensus.

Commissioner Shrouder does not agree either. His reason for not joining is as an attorney, he would want to handle his own lawsuit, but he supports any Commissioner joining with costs covered.

Commissioner Katzman does not want to be named unless the City is named.

City Attorney Horowitz does not hear a consensus to pause the action of including the City in the lawsuit. He can certainly advise Mr. Cole, that there will be a motion to reconsider on the next agenda. However, given this discussion, he is not comfortable telling him that he does not have the authority to include Cooper City based on the prior action of the Commission.

Commissioner Shrouder asked about the downside of the City being included.

Mayor Ross said there is a downside for him as he is the President of the Florida League of Cities and he is the Mayor of Cooper City.

Mayor Ross said they could address the item later when Commissioner Green returned to the dais.

Commissioner Shrouder asked CFO Williams to get the investments straightened and maximized.

CFO Williams would like to form a finance committee that would meet monthly to hash out detailed questions.

A consensus was reached to reestablish the Finance Advisory Board.

Commissioner Katzman asked how much of fund balance is unencumbered. CFO Williams said he broke down the items on page three of the backup.

Commissioner Shrouder asked where the \$400,000 restricted from the CARES funds are listed. CFO Williams will look into the matter.

Commissioner Katzman asked how much money is unencumbered.

Commissioner Shrouder asked the anticipated addition to fund balance at the end of the year. CFO Williams will gather the information.

CONSENT AGENDA

Minutes

3. January 9, 2024 Regular Commission Meeting Minutes

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MOTION: Commissioner Mallozzi moved to approve the Consent Agenda. Commissioner Katzman seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

REGULAR AGENDA

4. Motion to approve all City Job Descriptions – Human Resources

Commissioner Shrouder would like to address the job descriptions for Chief Plant Operator, Plant Operations Superintendent, and Treatment Plant Trainee.

Assistant Utilities Director Hamid Nikvan said they are in the recruitment process currently for the Electrical Supervisor, Utilities Coordinator, and Administrative Specialist.

Commissioner Shrouder read the positions given to him by the HR Director as follows: Assistant Utilities Director, Chief Plant Operator, Engineering Inspector, Electrician Assistant, and Electrician Supervisor

Commissioner Mallozzi read Utility Supervisor, Utilities Mechanic Trainee, and Utilities Mechanic 1 and 2.

Commissioner Shrouder moved to approve the job description for Chief Plan Operator. Seconded by Commissioner Katzman.

Commissioner Mallozzi said they need to add a “t” to the word plan, in the second bullet that states ensure safe and effective operation of plan facilities and add a comma after operations in the eighth bullet. She also would like consistent language for the requirement of a high school diploma or equivalent. She also said some descriptions read “possess or be able to obtain a Florida Driver’s License in 30 days of hire.”

Commissioner Shrouder said there is also a description that states “possess or be able to obtain a Florida Driver’s License in 30 days of hire and must have a state of Florida Driver’s license with a good driving record.” He asked City Attorney Horowitz what a good driving record is. City Attorney Horowitz answered that requirement forces you to make an interpretation as to what a good driving record is. Commissioner Shrouder asked that that line be removed and leave the language “possess or be able to obtain a Florida Driver’s License within 30 days of hire.”

Commissioner Mallozzi said the description for the driver of the senior bus states, “possess or be able to obtain a Florida Driver’s License in 30 days of hire.” Their job is to drive the bus.

Commissioner Shrouder suggested the language “possess or be able to obtain a Florida Driver’s License by date of hire.”

Commissioner Mallozzi asked that the language “possess or be able to obtain a Florida Driver’s License by date of hire” be consistent in every job description.

MOTION: Commissioner Shrouder moved to approve the job description for Chief Plan Operator by adding a “t” to the word “plan” in the second bullet, adding a comma after operations in the eighth

bullet, and adding the language “possess or be able to obtain a Florida Driver’s License by date of hire.” Commissioner Katzman seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

Commissioner Shrouder moved to approve the job description for Plant Superintendent. Seconded by Commissioner Mallozzi.

Commissioner Mallozzi said the third bullet point states, “functions as purchasing agent for supplies, common chemicals, and equipment for plant operations.” There is a semicolon that should be another bullet point. The driver’s license statement needs to be revised to possess or be able to obtain a Florida Driver’s License by the date of hire, and the language for the requirement of a high school diploma or equivalent needs to be revised.

Commissioner Katzman also stated there is a justification space error.

MOTION: Commissioner Shrouder moved to approve the job description for Plant Superintendent by removing the semi-colon in the third bullet after “functions as purchasing agent for supplies, common chemicals, and equipment for plant operations” and adding another bullet point, adding the language “possess or be able to obtain a Florida Driver’s License by date of hire” and revising the language for the requirement of high school diploma or equivalent. Commissioner Mallozzi seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

Commissioner Katzman moved to approve the job description for Utilities Supervisor. Seconded by Commissioner Mallozzi.

Commissioner Katzman stated there are spacing inconsistencies.

MOTION: Commissioner Shrouder moved to approve the job description for Utilities Supervisor by adding the language “possess or be able to obtain a Florida Driver’s License by date of hire” and revising the language for the requirement of a high school diploma or equivalent. Commissioner Mallozzi seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

Commissioner Shrouder asked about the next position that needs to be approved. Assistant Director Nikvan answered Treatment Plant Operator Trainee.

Commissioner Katzman stated there are spacing inconsistencies.

MOTION: Commissioner Shrouder moved to approve the job description for Treatment Plant Operator Trainee by adding the language “possess or be able to obtain a Florida Driver’s License by date of hire,” revising the language for the requirement of a high school diploma or equivalent and correcting the spacing inconsistencies. Commissioner Mallozzi seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

The next position addressed was Treatment Plant Operator 1.

Commissioner Shrouder said the language “possess or be able to obtain a Florida Driver’s License by date of hire” needs to be added.

MOTION: Commissioner Shrouder moved to approve the job description for Treatment Plant Operator 1, adding the language “possess or be able to obtain a Florida Driver’s License by date of hire.” Commissioner Mallozzi seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

The next position addressed was Treatment Plant Operator 2.

MOTION: Commissioner Shrouder moved to approve the job description for Treatment Plant Operator 2, adding the language “possess or be able to obtain a Florida Driver’s License by date of hire.” Commissioner Katzman seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

The next position addressed was Utilities Mechanic 1.

MOTION: Commissioner Katzman moved to approve the job description for Utilities Mechanic 1 by adding the language “possess or be able to obtain a Florida Driver’s License by date of hire.” Commissioner Mallozzi seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

The next position addressed was Electrical Assistant.

Commissioner Katzman would like the language “high school diploma or equivalent then a period and preferred vocational technical certification.”

Commissioner Mallozzi said there are too many spaces under the second bullet point and under qualifications.

MOTION: Commissioner Katzman moved to approve the job description for Electrical Assistant by adding the language “possess or be able to obtain a Florida Driver’s License by date of hire”, high school diploma or equivalent, then inserting a period and preferred Vocational technical certification and addressing spacing issues. Commissioner Shrouder seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

Commissioner Shrouder asked that the approved positions be posted this week. City Manager Eggleston said he will direct staff to post those vacancies ASAP.

5. Motion to approve and authorize the job description for the position of Solid Waste & Recycling Administrative Coordinator, as part of the contract with Coastal Waste & Recycling, Inc. – Administration

City Manager Eggleston is recommending a pay grade 16 as an exempt employee similar to the Public Works Coordinator position with a minimum salary of \$60,000, a midpoint at \$77,000, and a maximum of \$93,000.

Commissioner Shrouder asked if the workload called for a full-time position. City Manager Eggleston said there is more than enough workload related to this position individually. Commissioner Shrouder would like the and/or references removed. Commissioner Shrouder wants to stay within \$120,000.

Commissioner Mallozzi wants to stay within \$120,000 as well.

MOTION: Commissioner Mallozzi moved to approve the job description for the position of Solid Waste & Recycling Administrative Coordinator as part of the contract with Coastal Waste & Recycling, Inc. Commissioner Katzman seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

6. Discussion and possible action regarding a conceptual proposal for Utility Consultant Services - Administration

City Manager Eggleston advised with the resignation of the Utilities Director there is a conceptual proposal for consideration on the agenda tonight. John Rickermann with the Jacobs Firm is on Zoom to answer questions.

Mayor Ross said Utilities is a department that cannot have vacancies. He has no difficulty approving the item on a three-month basis.

Commissioner Katzman has concerns with the price for such a short period of time. He would also prefer a firm that would have a fixed presence in the department.

John Rickermann from Jacobs advised they will provide an evaluation of the organization and provide a strong recommendation on a path forward. They can add additional staff if needed.

City Manager Eggleston said Jacobs would work hand in hand with himself and Assistant Utilities Director Hamid Nikvan. The additional resources will be helpful with the number of vacancies in the department.

Commissioner Katzman asked what the deliverables and next steps are. Mr. Rickmann answered the deliverables will certainly be the day to day support for the staff and an evaluation report to the Commission of our observations around operations management and capital planning.

Mr. Eggleston said they are concurrently working on the hiring of a Utilities Director. It will take 12-14 weeks for the search to conclude.

Commissioner Katzman does not want to make it a habit to hire consultants continuously. He also wants to be clear they are not looking to replace the Utilities Department. City Manager Eggleston said the interim services will replace the absence of the Utilities Director.

Commissioner Shrouder has concerns about the budget and also with this proposal being an evaluation not a temporary filling of the position of Utilities Director. He also said the agreement states "consultants should have no authority to exercise control over, nor shall they bear any responsibility for the health and safety of owner staff." If the consultant is not going to direct staff, what is the need for the service? He was told vacancies are constant due to the licensing requirements. He asked what director services this firm will be supplying. Mr. Rickmann said they are legally constrained from employee management due to labor laws. They are bringing in top-level certified water and wastewater professionals. Commissioner Shrouder said it seems this is for an evaluation as opposed to an interim director. City Manager Eggleston said this firm provides these services to many customers.

Commissioner Shrouder said the firm will not be providing director services. He asked who would direct the department. Mr. Rickmann said they would be present every day. They cannot hire or fire due to labor law. They cannot sign the regulatory reports but can recommend the correct course of action. Commissioner Shrouder asked what licensing the department is now lacking with the vacancy of the Utilities Director. City Manager Eggleston said there are 15 vacancies in the department currently, and this firm will help in the advancement of the department. Commissioner Shrouder said the firm would not help with the hiring of individuals, so who in the City will sign off on the hiring of employees? Mr. Rickmann said they could sit in on the interviews and make recommendations. Commissioner Shrouder said they should look at a consultant on an as-needed basis. He also stated the proposal does not include engineering. He asked who would be doing the engineering for the City. City Manager Eggleston said they have options with Jacobs or using a consultant. City Manager Eggleston said the department needs a fresh look. Commissioner Shrouder said an evaluation should be done via contract. Mr. Eggleston said they also need help with the day-to-day operations.

Commissioner Mallozzi said she advised other municipalities about the Utilities Director vacancy, but the job is not posted on the City website. She said they need to rebuild the department, and she does not believe this is the company to do that. She would also like the job posted on the City's website.

Commissioner Green agrees with Commissioner Shrouder and Mallozzi. He asked if the range of \$130,000 to \$140,000 is negotiable. City Manager Eggleston answered it is not negotiable. Commissioner Green said he was under the impression this firm would serve as an interim director to work on vacancies and look into grant opportunities. He asked if this firm would take on those responsibilities. Mr. Rickmann said there are flexibilities in the service they provide. Commissioner Green said he understands the need for the big picture, but currently, they need boots on the ground. Mr. Rickmann said staffing is a universal challenge right now. They will evaluate the need for those positions and recommend them to the City.

Commissioner Shrouder said it seems this consultant will evaluate the department and not serve in a director capacity. He asked if all 15 vacancies were being advertised. Mr. Rickmann said they will make recommendations to staff on industry best practice guidance. They cannot send information to the State on the City's behalf, but they would review it. Commissioner Shrouder asked who the Interim Director in the department would be to email the State. City Manager Eggleston said it would depend on the information. Commissioner Shrouder said he believes that help is needed on the HR end. There have been four budgeted positions for streets that have not been posted in over a year. Commissioner Shrouder asked who would be the Interim Director. City Manager Eggleston said they need assistance from the management side down at the plant.

Commissioner Mallozzi asked if they could fill the 15 vacancies without the approval of the job descriptions. She said when she spoke to the City Manager earlier he stated he wanted to shelve the job descriptions except the utility descriptions. City Manager Eggleston said there are some positions that can be applied for.

Commissioner Katzman asked why they are not looking at those few utilities positions tonight and why the Utilities Director position was not posted on the website. City Manager Eggleston said the position is not online due to the process of using the search firm. He would like to bring back certain positions at the next meeting to help fill those vacancies. Commissioner Katzman asked to pull those job descriptions tonight to review for approval.

Consensus was reached to hear the utility's job descriptions tonight that are vacant.

Commissioner Green asked if the most recent Utilities Director job description is consistent with today's standards. He also stated he does not have the subject matter expertise to approve certain job descriptions.

Commissioner Shrouder asked who would serve as de facto Director of the department. City Manager Eggleston said the firm would serve in that role. Commissioner Shrouder asked who would stand before the Commission to answer department issues such as procurement. City Manager Eggleston said the firm would be present. Mr. Rickmann said it would typically be someone in the City who makes the submittal to the Commission based on recommendations. Commissioner Shrouder asked who would serve as the de facto director who would sign off on evaluations. He also asked what other cities the firm assists. Mr. Rickmann said they serve under the Director in the City of Pembroke Pines. Commissioner Shrouder said he has heard rumors that are stating the City is outsourcing water.

Commissioner Green asked if they are making the Assistant Utility Director the interim director while they search for a permanent director. City Manager Eggleston is fine with appointing the Assistant Utility Director as interim director while engaging with the firm. Commissioner Green asked if the fees are consistent with other cities our size. Mr. Rickmann answered yes.

City Manager Eggleston said Jacobs has a strong reputation and not having that resource the next few months puts the City at a disadvantage. Commissioner Shrouder said he was under the impression Jacobs would bring licensing to the City that we would be without. The previous director had no licensing it is the Chief Plan Operators that carry the licensing requirements. We have hired the Hazen Group to manage the construction projects. Who do we have to handle day-to-day staff operations? City Manager Eggleston said if the City was fully staffed, he would have a different approach. Commissioner Shrouder asked Mr. Verma if he was aware of Jacobs coming in, and he was not. City Manager Eggleston said he discussed the firm with the Assistant Utilities Director. Commissioner Shrouder said this item does not address the vacancy of the Utilities Director. He asked City Manager Eggleston what his plan is that does not involve hiring a firm for \$40,000 a month? City Manager Eggleston said he has known about the Utilities Director's departure for about five and a half weeks. He has been working on several different proposals for executive search firms. It will take 12-14 weeks for the process. He also received the proposal from Jacobs to help the department in the meantime. Commissioner Shrouder said Mr. Verma told Mr. Eggleston he would be leaving in six months, and the plan developed is to spend \$40,000 a month on a consultant. Mr. Eggleston said Mr. Verma told him he would reevaluate in six months, not that he was leaving in six months. He advised the Utilities Director replacement is the number one priority.

City Attorney Horowitz said the item before the Commission this evening is a conceptual proposal. It is not a contract. It is business terms and conditions that detail a scope of work, compensation, and related operational issues. But it is not a professional services agreement. They could do one of two things as part of this motion. They can take the motion as approving the conceptual proposal, which would result in his office having to negotiate a professional services agreement that would then come back to this Commission. Alternatively, the Commission can take the business terms that are before them this evening, approve them, and delegate the authority to the manager to sign a professional services agreement, which would look very similar to the professional services agreement that is approved on a routine basis. To the extent that there were any material deviations, he would recommend bringing it back to the Commission in two weeks. In the absence of any material issue, if there was a delegated authority to the manager, this would not come back to the Commission and would be embraced in a professional services agreement that includes all these statutory requirements for public contracts and all the city's boilerplate as it relates to contract terms.

Commissioner Green would like to delegate that authority to the City Manager so that he has the flexibility to move forward.

MOTION: Commissioner Green moved to approve the conceptual proposal in the backup delegating the City Manager and the City Attorney to negotiate a final professional agreement based on the conceptual proposal. Mayor Ross seconded the motion, which failed by the following roll call vote. (3-2)

NO: Commissioners Mallozzi, Katzman, and Shrouder

YES: Commissioner Green and Mayor Ross

City Manager Eggleston asked to appoint Assistant Utilities Director Hamid Nikvan as Interim Utilities Director.

MOTION: Commissioner Katzman moved to approve Assistant Utilities Director Hamid Nikvan as Interim Utilities Director. Commissioner Green seconded the motion, which prevailed by a unanimous roll call vote. (5-0)

7. Discussion related to the draft Personnel Manual and Administrative Policy Manual – Administration

Commissioner Shrouder said there are items the Commission adopts and items the City Manager adopts. He would like to have two separate manuals.

Mayor Ross would like amendments to be listed as well as well as who was on the Commission at the time of approval.

City Manager Eggleston will work on the manuals and bring them back in the near future. He recommends calling one an administrative code that would list policies individually and then a procedures manual that would have items that are manager-related.

Commissioner Shrouder said policies need to be in a central depository for all employees to access.

8. RFQ 2023-1-IT, IT MANAGED SERVICES – Administration

MOTION: Commissioner Mallozzi moved to authorize the City Manager to negotiate with the vendor for RFQ 2023-1-IT, IT MANAGED SERVICES. Commissioner Katzman seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

9. Motion to approve the Mental Health and Wellness Board’s Proposal – Human Resources

City Manager Eggleston advised he has been working with the Chair of the Mental Health and Wellness Advisory Board related to frustrations on traction and overall activities of the board. He and the Chair recommend sunsetting the Mental Health and Wellness Advisory Board and bringing back an ad hoc committee after the start of 2025. The board met yesterday, January 22, 2024, and voted to sunset the board. The members who voted are still interested in serving when the board reconvenes.

Commissioner Mallozzi said she met with a pharmacist at Publix’s who advised Narcan can be prescribed by a pharmacist and it will be covered by insurance. She would rather not spend money on something that is expensive and will expire if it can be obtained at no cost. There may also be specific areas in the City where it would be beneficial to have the Narcan placed as opposed to purchasing the entire 15,000 recommended. She would also support the Board meeting with the schools and explain the services available.

Commissioner Shrouder asked if it would be more beneficial to equip the Deputies with Narcan.

Mayor Ross asked if the District is already equipped with Narcan and how much of a problem fentanyl is in the City.

Captain De Giovanni said we have overdoses in the City of Cooper City. However, most of our mental health cases are tied more to mental crises and not overdoses. He provided the data to the Mental Health Advisory Board. All of the City's deputies are equipped with Narcan.

Commissioner Shrouder asked if they can have Narcan available at the police station that can be given to families that express concerns. Captain De Giovanni said Narcan, is a lifesaving tool. It's a delicate conversation because we don't want to encourage drug use, but you also want to be realistic that if people are using a drug that might be laced with fentanyl, you want to give life-saving tools to a family member. There is value in leveraging relationships that already exist in the community to address issues. The monies could possibly be utilized to fund Narcan at pharmacies where, instead of going through the insurance, they have so many free doses that could be given out. He also recommended clinical locations that can also offer a counseling long term plan.

Commissioner Shrouder would like a plan developed before the purchase is completed.

Captain De Giovanni cautioned inviting an element outside of our City to come to our City for those services. He would rather utilize clinicians to give out the Narcan. There is a Deputy and a mental health licensed clinician that BSO has provided through a grant that he can consult with to determine if they can use Narcan.

Commissioner Mallozzi would like to provide the fentanyl test strips.

Mayor Ross believes they are spending the money too quickly.

Commissioner Mallozzi would like to purchase a smaller amount as it does expire.

Captain De Giovanni said heat affects the Narcan.

Commissioner Katzman asked if the health-licensed clinician has a need that these funds can support.

Mayor Ross asked if we could possibly use the money to expand BSO's program.

Captain D Giovanni said there were only a handful of cities that benefited from the grant and this program. The idea is to evaluate this new team and its effectiveness. If the City is looking for long-term care, then they need long-term commitment. He can ask the Deputy if he needs funds for supplies or Narcan.

Commissioner Katzman thanked the Mental Health Advisory Board for their efforts and would like to hear back from the needs of the mental health licensed clinician and Deputy in the City.

Commissioner Shrouder suggested waiting until they have a plan for delivery.

Commissioner Mallozzi withdrew her second on the motion by Commissioner Shrouder to approve the recommendation. No Second. The motion died.

MOTION: Commissioner Mallozzi moved to sunset the Mental Health Advisory Board. Commissioner Katzman seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

City Attorney Horowitz will bring back an ordinance to repeal the code with regard to the Mental Health Advisory Board.

ORDINANCES ON FIRST READING

10. Ordinance 24-02 (Administration)

City Attorney Horowitz read, "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 2023-21, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE" by title.

Commissioner Shrouder said when he spoke to City Manager Eggleston he said it was okay to not approve the item tonight but to hear the presentation.

City Manager Eggleston said the City has engaged with Witt O'Brien's to go over the administration for the ARPA funding. Sandra Urban and Britta Kellner from Witt O'Brien's will present via Zoom.

Ms. Kellner advised they focused on the City's strategic priorities. Ms. Urban spoke on an overview of the total proposed allocations by treasury expenditure category for the City's multiyear budget. The City has elected to take the standard \$10 million in revenue replacement and the proposed budget includes the full election allocated. There is a remaining unobligated or unappropriated amount of just over \$1.1 million. Ms. Kellner advised that the City Manager Eggleston asked their team to provide the recommended criteria that should be considered when making determinations for the future allocation of the \$1.1 million and obligated funds. The obligation deadline is December 31, 2024, and the expenditure deadline is December 31, 2026. It is important to keep in mind the time to market the projects, including design and planning, procurement, and staff time. The team was asked to identify project types other cities are undertaking to expend funds outside of revenue replacement. Projects include project designs for parks, public facilities, public space enhancements, sporting facilities, and crime prevention through environmental design projects. Some additional options include ADA compliance, senior centers, and loans or grants. The next step includes adopting a new multi-year budget, obligating by December 31, 2024, and monitoring, closing, and fully expending by December 31, 2026. Ms. Urban said the City's total ARPA allocation is \$ 17,930,560. The City has chosen the standard election of \$10 million for revenue replacement. The proposed allocation for revenue replacement is the full 10 million, with approximately \$2.8 million spent through fiscal year 23 and the remaining \$7.1 to be expended this fiscal year. The proposed allocation for non-revenue replacement is approximately \$6.8 million, with approximately \$2.7 million spent through fiscal year 23 and approximately 4.1 million to be expended over the next three fiscal years. The remaining unappropriated non-revenue replacement is approximately \$1.1 million.

Commissioner Shrouder asked when the City took the standard deduction of \$10 million for revenue replacement. City Manager Eggleston said that is what he proposes. Ms. Urban said it is her understanding that the 10 million is what the City had elected from the beginning. Commissioner Shrouder asked what was adopted originally and what they are being asked to change. The first expenditure category is 7.1 administrative expenses. The proposed allocation has not changed from what it was originally of \$669,906.18. The second expenditure category is revenue replacement, and this is where there are some changes. The first is the police and personnel cost of \$6.5 million. That is a new

proposed expenditure that has not been previously approved. That would be expended this fiscal year and replaced in the general fund.

Commissioner Shrouder asked where the \$6.1 was coming from. City Manager Eggleston said it is related to previous expended police and personnel costs. Ms. Urban said the transparency portal for budget and financials, JustFOIA, and the Qless system are expenses that happened prior to this current fiscal year. Those are all closed-out projects. The same with the fire apparatus and the city vehicle with an additional \$10,000 due to current expenses. The Pool and Tennis Center re-marketing also has a slight variation of \$22,000 as well.

Commissioner Shrouder would like to see the original amounts and where the money for the changes is coming from.

ARPA Manager John Perez said originally they had budgeted \$75,000 for the Pool and Tennis Center. Then, a change order was issued, which increased the total to \$127,128.

Commissioner Shrouder would like the approved amounts for the items.

Commissioner Katzman suggested asking the City Manager for the approved figures when the item comes back to the Commission.

Commissioner Shrouder also wants to see where the money is being shifted from.

Ms. Urban said the Capital Projects Supervisor is proposed at \$96,000 and is broken out over the next two fiscal years. The Desktop Central Cloud, short-term rental software, GIS, and clusters are all expenditures that have happened in prior fiscal years. The rest of the items in Exhibit A, under 6.1 are also expenditures that happened in prior fiscal years. Infrastructure for the SW 49 Street Culvert has no changes; however, the drainage for Bill Lips has changed. Mr. Perez said the project is almost complete and there will be funds that will be returned. Ms. Urban said in the infrastructure for water and sewer, there is a change to the funding for the effluent pump. Mr. Perez said the effluent pump was originally budgeted at \$250,000, but after being put out to bid, it has come back at one million dollars.

Commissioner Shrouder asked for the time for the completion of the project. Mr. Perez said the completion time is 365 days. Commissioner Shrouder said he is opposed to spending that type of money on enterprise funds.

City Manager Eggleston said they are proposing to remove five million from the headworks facility. He advised the full 10 million of lost revenue cannot be moved over at this point due to that not being done when the updated guidance came out. Ms. Urban said they did try to move some expenditures, but some cannot be moved in accordance with Treasury.

Ms. Urban said premium pay had a small change from \$50,000 to \$46,500. The STARS Grant program at \$200,000 is a new item added to the budget. Commissioner Shrouder asked why that grant was not taken from the non-profit category. The Real-Time Crime Center funds were also expended already, with a savings of \$32,000. The renovations for City Hall and the Pool and Tennis Center were originally at \$1.5 million and are currently at \$42,840 in prior expenditures. Mayor Ross asked what was included in the \$42,840. Mr. Perez answered the designs.

Commissioner Shrouder would like to see the designs.

Ms. Urban advised the automated license readers were proposed at \$600,000 and now are at \$725,000. Mr. Perez advised the Smart Camera program has an influx of money that was approved on January 25, 2022, but the transfer of the funds was never done.

Ms. Urban said the contract service for digitizing was originally approved at \$60,000 but is now proposed at \$90,000. Audio and visual improvements have been completed with no changes. The Advisory Board Senior Expo was budgeted at \$12,600, but actual expenditures were only \$3,076.55. The partial funding for Quest was originally at \$10,000 but came in at \$8,320. The HVAC for the Police Station was budgeted at \$331,000 but is now \$361,000. Ms. Urban stated the HYCU has no changes, and the network switch is a previously expended expenditure that was budgeted at \$40,000 but came in at \$37,967. On the Spot Cleaning had a slight change from \$3,600 to \$2,995 in actual expenses. The cyber security infrastructure monitoring was originally budgeted at \$225,000 but only had expenditures of \$135,677.50. The BSO positions have increases in funding. The BSO restoration of the Detective was at \$350,000 originally and the restoration of the Deputy was at \$262,500.

Commissioner Shrouder asked what the total amount allowable in non-revenue replacement is. Ms. Urban answered there was no cap. Commissioner Shrouder asked to designate the six deputies that were cut under 3.2. Captain De Giovanni said on October 14, 2020, there were four sworn and two non-sworn removed. The six have now been added back.

City Manager Eggleston said they can add those positions to the unallocated funding.

Ms. Urban said COVID leave cost reimbursements were originally \$44,000 with an actual of \$41,848. The partial funding for the Communication Coordinator was originally \$14,000, with \$13,461 in actual expenses.

City Manager Eggleston said he would like the Commission to consider options for the remaining \$1.1 million. They will make some of the changes mentioned tonight and add the originally approved numbers.

MOTION: Commissioner Shrouder moved to table Ordinance 24-02. Commissioner Katzman seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

ORDINANCES ON SECOND READING (Public Hearing)

11. Ordinance 24-01 (Commission)

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA; AMENDING CHAPTER 23 OF THE CITY'S CODE OF ORDINANCES, ENTITLED, "ZONING DISTRICTS;" BY SPECIFICALLY DELETING ARTICLE V, SECTION 23-104.1, ENTITLED "PHARMACIES, MEDICAL OFFICES OR CLINICS, AND MEDICAL OR DENTAL LABORATORIES – LOCAL RESTRICTIONS;" PROVIDING FOR ADDITIONAL LOCATIONS FOR PHARMACIES IN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE" by title – **Commissioner Shrouder**

Mayor Ross opened the public hearing with no one wishing to speak. Mayor Ross closed the public hearing.

MOTION: Commissioner Katzman moved to approve Ordinance 24-01. Mayor Ross seconded the motion, which prevailed by the following roll call vote. (3-1)

NO: Commissioners Mallozzi

YES: Commissioners Katzman, Shrouder, and Mayor Ross.

CITY MANAGER REPORT

12. Budget Transfer Notification - Utilities Director Search
13. Budget Transfer Notification - Interim Utility Director

City Manager Eggleston advised item 12 is a budget transfer notification related to the Utilities Director search. He will add both the Utilities Director position and the Public Works Director position to the website. Item 13 is removed. He also confirmed that they did include an escalator for 3% additional on top of the \$120,000 for every year of the first seven years of the agreement for the position of Solid Waste & Recycling Administrative Coordinator. The Public Works team has located the lowest responsive quote for the remediation of the fire station at a little under \$7,000. The online registration on the Recreation side is moving forward and will launch within the 60-day guideline. The Commission received a letter from the Optimist Club and he has been in contact with the Optimist President related to the direction from the Commission as it relates to enforcement of Section E of the resolution.

CITY ATTORNEY REPORT

City Attorney Horowitz said there will be an item on the next agenda to reconsider the City's participation, the Form 6 litigation. As it stands today, we are moving forward with Weiss Serota. He will regroup with each member of the Commission, to reconfirm their individual participation. If the Commission changes course at the next meeting, we will advise Council appropriately.

POLICE CHIEF'S REPORT

14. Police Chief's Report

Captain De Giovanni took a moment to recognize the passing of Officer Jacquie James, who was the first female police officer hired by Cooper City. He thanked her for her service to the community and the wonderful example she was to everyone. A Safety Town initiative will be launched this year. The initiative is dedicated to teaching elementary aged students the fundamentals and safety practices of crossing the road and railroad tracks. On January 16, 2024 his team was alerted of vehicle burglaries in the area of both Rock Creek and Flamingo Gardens. Due to the resident who contacted the station, they were able to locate the vehicle and apprehend the suspects. He also read a letter from a resident who took advantage of the Free Home Security Survey and complimented Ashley Barcena and Deputy Athena Mackey for their thorough walkthrough of their home. The STARS grant program has received a dozen applications thus far, and he attended the Rock Creek HOA Meeting, where they voted to fund LPRs in their entire community. Free Fingerprinting services can be scheduled at 954-434-2000. The Crafting with a Cop event is sold out and will be held on February 7, 2024. The next Shred-a-thon and Operation Medicine Cabinet will be held on March 23, 2023 from 10 AM to 1 PM. There will also be two new officers sent to the District, and CSA interviews are scheduled for tomorrow.

Commissioner Katzman offered his condolences to the department and family of Officer Jackie. He stated he has heard from numerous residents about teenagers riding their bikes recklessly around the community. He asked Captain De Giovanni for some tips for residents who encounter this. Captain De

Giovanni said the more knowledge the team has about instances the better. He encourages residents to call the station when they encounter issues.

FIRE CHIEF'S REPORT

15. Fire Chief's Report

Chief Harrington advised the CERT appreciation dinner was a success and thanked Commissioner Mallozzi for her attendance. The Hydrant Design program continues with Pioneer Middle School on Thursday, January 25, 2024. Embassy Creek Elementary has painted the roadway outside of their school. CERT members will present at Eat to the Beat for hands-on CPR. He also advised Narcan cannot be exposed to sunlight and that the temperature storage is between 68 degrees and 77 degrees. Quint 28 manufacturer in Pompano Beach, but there is a supply issue with the piece needed to fix the apparatus.

Commissioner Mallozzi said she noticed fires have increased. Chief Harrington said the trend is in outside and electrical fires due to power lines and burning debris. Commissioner Mallozzi would like our PIO to put out information on what debris can be burned safely. Chief Harrington also thanked Utilities for painting and washing the hydrants to allow the kids to design them.

Mayor Ross said he was not informed about the Quint being out of service. Chief Harrington said the Quint went out of service around December 31st. Mayor Ross asked why he was not informed that the Quint was out of service at the previous Commission meeting.

Commissioner Shrouder asked about the Rescue Truck that was purchased. Chief Harrington said the final drawings need to be submitted. They still have not given a production date. He advised production takes about four months.

COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA

Commissioner Katzman said Mayor Ross, himself, and Commissioner Shrouder went to Tallahassee last week for Broward Days. There are two appropriation requests currently with the legislature for sewage pipe reinforcement and for the Hiatus Road round-a-bout phase two. They are both sponsored by Senator Lauren Book and Representative Michael Gottlieb. We are also represented by Ron Book and Rana Brown. He encourages all residents who have a relationship with their legislature to share that information with them. These are our tax dollars that go to Tallahassee, and the goal is to bring as much back as possible.

Commissioner Mallozzi spoke on her concerns with item 4 on tonight's agenda. She asked for the name of the company that produced the job descriptions and when they were received. City Manager Eggleston answered Evergreen Solutions, and they were received in November. Commissioner Mallozzi asked HR Director Mantecon if she read the job descriptions. HR Director Mantecon answered yes. Commissioner Mallozzi asked City Manager Eggleston if he had read the job descriptions in the backup. City Manager Eggleston said each Director reviewed their department. However, he did not review everyone. Commissioner Mallozzi said the inconsistencies and laziness in the format of the job descriptions were vast. The issues were beyond grammatical and should have been corrected before they were added to the agenda. She also spoke about her concerns about receiving a finalized agenda with material the Friday before the meeting. It is her job to read and comprehend the agenda, and she needs time to do so. City Manager Eggleston said the challenge with regard to the agenda is that the Commission has the ability to add items to the agenda the Tuesday before the meeting. He also said he should have had the job descriptions posted earlier to allow for review. City Manager Eggleston said he

will work on improvements as it relates to the agenda process and will have as much backup as possible to Commissioner Mallozzi the Friday the agenda is published initially.

Commissioner Shrouder said there were no Commission items on this agenda. The agenda posted initially as a draft had no backup. He said the backup of 200 pages was posted days before the meeting, and the job descriptions were inconsistent and filled with errors. He asked at the last meeting why the Maintenance 2 position was posted with a CDL requirement. He asked for an update on this item. HR Director Mantecon said it was removed from ADP today. Commissioner Shrouder asked how a job description that was not approved by the Commission was posted to the City's website. He said he has spoken on this issue for months and the job was finally edited today. He asked why the four positions for tree maintenance have not been posted. HR Director Mantecon said she was not given the request from the department head. Interim Public Works Director Tim Fleming said Maintenance Tech 2 was hired. Commissioner Shrouder said these jobs were approved two budget cycles ago. Interim Public Works Director Tim Fleming said the jobs were written incorrectly in the previous budget. Commissioner Shrouder asked that staff verify the positions in the budget. City Manager Eggleston will get clarification and make sure those positions are posted within the next 14 days. Commissioner Shrouder asked how we can hold HR accountable for these reoccurring issues. He asked why the vehicle policy was not sent to the employees. City Manager Eggleston will compile a list of items that need addressed. Commissioner Shrouder asked for a completion date for the policy changes to be acknowledged by employees. City Manager Eggleston answered 30 days. Commissioner Shrouder asked when all employees will have working employee emails. IT Technician Jonathan Lopez said he has reached out to the licensing company and is waiting to hear back with a turnaround time.

Mayor Ross asked to have the cost of the additional licensing.

Commissioner Shrouder said per the City Manager's contract he needs a criteria for his evaluation. City Manager Eggleston will comply with his criteria and get that information to the Commission. Commissioner Shrouder said he wants items addressed as they have not restricted the City Manager financially. City Manager Eggleston said there have been certain setbacks, and they are working on a list of needs that they can communicate to the Commission. Commissioner Shrouder said he would like some type of action plan to address HR issues. City Manager Eggleston asked for some time to work on the next steps forward related to additional resources and addressing issues. Commissioner Shrouder said the pool at the Pool and Tennis Center can be opened earlier with a sign that states swim at your own risk he asked why that has not been done. City Manager Eggleston said he is not comfortable recommending such an action. He has been working with the team to expand hours and staffing. Commissioner Shrouder said he has heard the City Manager's position, but he is okay with opening the pool in the morning with a sign posted swim at your own risk.

Mayor Ross said FMIT can make recommendations based on statistics.

Commissioner Shrouder said staff is already at the Pool and Tennis Center. City Manager Eggleston said he would like to place the pool hours on the agenda to work out the best outcome. Commissioner Shrouder said deadlines need to be met in the City, and someone needs to pay attention to detail. Commissioner Shrouder also asked his colleagues their thoughts on naming Flamingo Park after Mike Reardon.

Mayor Ross asked that the item be added to the agenda.

Commissioner Mallozzi said she believes there is a time requirement. City Attorney Horowitz confirmed there is a 90-day waiting period.

Mayor Ross said while he respects Commissioner Katzman’s opinion, he takes issue with it as the Florida League of Cities fought Form 6 for 10 years and was successful until this year. The lawsuit is against the State of Florida, which is where we get our appropriations. He supports transparency rights. While he is against the Form 6 he will follow the law. The Florida League of Cities has done remarkable work in that area for years.

Commissioner Katzman said he believes the Florida League of Cities does a lot of great things. He believes that the League of Cities should be the organization to lead the change in the courts. He stated the Form 6 requires disclosure of personal items that can then lead to safety issues. This is not a transparency issue but an invasion of privacy.

Commissioner Shrouder said he located the budgeted positions for the tree maintenance team. He asked how budgeted items are not executed internally. City Manager Eggleston said he will make sure those positions are posted within the next 14 days. Commissioner Shrouder wants to ensure the positions budgeted are the ones posted.

MOTION: Commissioner Mallozzi moved to extend the meeting. Commissioner Shrouder seconded the motion, which prevailed by a unanimous roll call vote. (4-0)

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

No additional comments.

ADJOURNMENT

The meeting adjourned at 12:01 AM.

The minutes of the Commission Meeting of January 23, 2024 were approved during the Regular City Commission Meeting of February 13, 2024.

Greg Ross, Mayor

Tedra Allen, City Clerk

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

WEBVTT

1

00:00:02.190 --> 00:00:13.549

Cooper City Hall: Good evening, ladies and gentlemen, and welcome to the City Commission. Regular meeting of Cooper City today is Tuesday, January 20, third, 24, and, if you please, all join me in the pledge of allegiance.

2

00:00:15.930 --> 00:00:27.149

Cooper City Hall: I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation under God, indivisible with liberty and justice for all. Thank you.

3

00:00:27.520 --> 00:00:29.270

Cooper City Hall: Have a roll call, please.

4

00:00:30.480 --> 00:00:59.410

Cooper City Hall: Commissioner Malos, Commissioner Cassman, Commissioner Shrouder, Commissioner Green here, mayor us here, and Mr. Jacob Horowitz, our city attorney. Would you please read the decorum policy? Thank you, Mayor. Good evening, Mayor. Commission for the record. The city's decorum policy reads as follows, members of the Commission, staff, members, citizens, and others are required to use civil and appropriate language and addressing the Commission or anyone present at the meeting, and must refrain from using profanity, cursing or exhibiting aggressive or threatening behavior.

5

00:00:59.490 --> 00:01:05.809

Cooper City Hall: All comments should be generally directed to the presiding officer and not to individual members of the Commission staff or the audience.

6

00:01:05.820 --> 00:01:13.609

Cooper City Hall: No personal verbal attacks toward any individual by either the commission, staff, citizens or others will be allowed during any meeting of the city Commission.

7

00:01:13.730 --> 00:01:35.989

Cooper City Hall: any persons making impertinent or slanderous remarks or personal attacks, or who become boisterous while addressing the Commission, or who otherwise violate the decorum rules set forth herein shall be barred from further audience for the Commission by the mayor, or by request of any member of the Commission unless permission to continue. Or again, address the Commission be granted by a majority vote of the Commission members present. Thank you, Mayor commission. Thank you very much.

8

00:01:37.010 --> 00:01:53.070

Cooper City Hall: Do we have Mississippi manager, Ryan Eggleston? Any changes to the agenda or any emergency matters. Yes, Mister Mayor, I would. I am pulling item number 4 from the agenda at this time to a later date to be determined.

9

00:01:53.590 --> 00:02:09.520

Cooper City Hall: And I would like to also look to move up items Number 6 and Number 10, as we have consultants joining us via the zoom link for those 2 items towards to the beginning of the meeting

10

00:02:09.850 --> 00:02:16.249

Cooper City Hall: on any of those issues. Yes, yes. When you spoke with me earlier, Mr. City manager, you said that you were pulling.

11

00:02:16.670 --> 00:02:29.489

Cooper City Hall: Not all of that, but part of that. Did you? Now change your mind and decide to pull it all 6 and 10 up.

12

00:02:29.730 --> 00:02:36.249

Cooper City Hall: hearing none. We'll do that as well, and we have the presentation pet Adoption commission, Melosie.

13

00:02:40.020 --> 00:02:41.270

Cooper City Hall: Have them on a screen.

14

00:02:42.540 --> 00:02:49.000

Cooper City Hall: There we go. Hi, there! I'm Pike. I'm a fun loving, cuddly curious, and brave chat.

15

00:02:49.000 --> 00:03:18.869

Cooper City Hall: I am convinced that I am a lap dog. I am always ready for a good belly rub and a game of fetch. Now, how about I landed in this joint. One day I decided to go on an adventure, and was headed toward the turnpike. A highway patrol officer knew that I didn't have a sun pass. So he brought me to the shelter. I love everybody, and I am currently staying with a volunteer Foster home. I am ready for a new adventure and a forever family who loves a good laugh and has a soft spot for a brave.

16

00:03:18.870 --> 00:03:35.299

Cooper City Hall: loving lap dog like me adopt me and make. Let's make some hilarious memories together to meet five-year-old pipe who looks like a chocolate. Labrador mix. You can go to WWW. Main broward.com. Thank you.

17

00:03:35.470 --> 00:03:39.969

Cooper City Hall: and we've got public speaking. We have one person signed up Paul Buller.

18

00:03:45.580 --> 00:03:53.000

Cooper City Hall: Good evening. My name is Paul Vollen, from the Pentecostals with Cooper City greetings to Mayor Ross and the Commissioners, and all of the

19

00:03:53.000 --> 00:04:16.420

Cooper City Hall: city employees and residents. Thank you all for your service. It's good to see you tonight, and I just wanted to thank publicly. Captain D. Giovanni, also Deputy Alyssa Diaz in the entire Cooper City Police department over the month of November. All 4 shifts of the police department came into our church and school and toward the facility. In case there were ever

20

00:04:16.420 --> 00:04:29.400

Cooper City Hall: an unfortunate situation there, they would have familiarity with the facility. And so that was great. They also gave us some wonderful recommendations for security some soft spots to shore up, and some things to consider. So they were of great help. So

21

00:04:29.400 --> 00:04:52.640

Cooper City Hall: Captain D. Giovanni, as always, thank you for your staff's professionalism and service to our community, just wanted to share that also wanted to mention. On Sunday, February twenty-fifth, we will be hosting our annual stand with Israel event to show support for our Jewish community and the state of Israel. I'll share details as we get a little more close to the event, but just wanted to invite everyone out for that. We would love to have any of you

22

00:04:52.690 --> 00:05:09.149

Cooper City Hall: and all of you. On Sunday, February twenty-fifth. Thank you all. I'll get out of your air. Have a wonderful meeting. Thank you very much, Paul Volen. My apologies and I love the proactivity, if you will, of Bso, appreciate that

23

00:05:10.530 --> 00:05:21.830

Cooper City Hall: anyone else in City Hall wishing to speak at this time I do not see anyone anyone on virtual. We'll go ahead and close public speaking. Move on to the Board administrative reports.

24

00:05:21.880 --> 00:05:28.330

Cooper City Hall: and we've got the budget to actual city financial report. Irwin. Come on up

25

00:05:31.000 --> 00:05:32.410

Cooper City Hall: our Cfo.

26

00:05:32.510 --> 00:05:36.410

Cooper City Hall: Thank you, manager. Good evening, everybody. Oh.

27

00:05:36.950 --> 00:05:56.609

Cooper City Hall: my! My apologies! City manager just reminded me. We already moved 2 items before this. So I apologize. No problem. You you're not going anywhere. We'll hear it shortly. Item number 6, discussion and possible action regarding conceptual proposal for the utility consultant services, Mr. Ryan Eggleston.

28

00:05:56.710 --> 00:06:12.989

Cooper City Hall: Thank you, Mr. Mayor and Commission. I do have included in your packet our our staff report related to this matter with the resignation recently of of Mr. Raj. Verma and his last day was last last Friday, January nineteenth.

29

00:06:13.190 --> 00:06:23.910

and obviously you've had a chance and have seen my staff report. We have, do have a proposal, a conceptual proposal for consideration for the Commission.

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00:06:23.930 --> 00:06:34.680

Cooper City Hall: with discussion and possible action regarding that proposal. I also have with us. Joining via Zoom as Mr. John Rickerman with the Jacobs

31

00:06:34.860 --> 00:06:42.709

Cooper City Hall: firm, which who can also help to answer any questions there might be related to the Proposal Commission. Have any questions.

32

00:06:44.340 --> 00:06:45.780

Cooper City Hall: no questions.

33

00:06:46.300 --> 00:06:49.679

Cooper City Hall: then? Would you like to give a 30,000

34

00:06:49.850 --> 00:06:58.599

Cooper City Hall: put viewpoint of this, or do you want the motion to I tell you, do you want a motion? Is that necessary this time, or

35

00:06:59.550 --> 00:07:23.860

Cooper City Hall: do you need to come back? Yes, Mayor, at this time it would be helpful to my recommendation is for the approval of a 3 month agreement for these interim utility services and delegation to myself and the city attorney to negotiate a final professional services agreement predicated on the business terms contained and approved in the conceptual proposed. Thank you very much. Do I have such a motion.

36

00:07:23.950 --> 00:07:26.619

Cooper City Hall: so moved by Commissioner Green, second by

37

00:07:27.600 --> 00:07:28.689

Cooper City Hall: Mayor Ross.

38

00:07:29.910 --> 00:07:31.080

Cooper City Hall: Commissioner Green.

39

00:07:31.620 --> 00:07:46.390

Cooper City Hall: I have nothing further, Mayor. Thank you. I fully understand why you're doing it, and it it honestly. U utilities is one of the departments that we can't let

40

00:07:46.710 --> 00:07:48.830

Cooper City Hall: absent period.

41

00:07:49.020 --> 00:07:52.789

Cooper City Hall: and Raj made a a big

42

00:07:53.100 --> 00:07:59.169

Cooper City Hall: step forward. Now without him there's a vacancy. We need

43

00:07:59.330 --> 00:08:08.429

Cooper City Hall: the work to continue as it has been. So I have no difficulty in in doing this on a 3 month basis.

44

00:08:09.310 --> 00:08:18.189

Cooper City Hall: Commissioner Schroider. the 1 s. Go ahead. Yeah. Can you go? Somebody. Commissioner? Catchment?

45

00:08:18.300 --> 00:08:29.940

Cooper City Hall: Yeah. I just wanted to see. You know, I. The price tag on this is pretty steep for 3 months for a consultant I'm concerned that

46

00:08:30.540 --> 00:08:31.590

Cooper City Hall: they don't.

47

00:08:33.250 --> 00:08:37.459

Cooper City Hall: They don't have any direct oversight. They're just coming in to help.

48

00:08:37.600 --> 00:08:47.880

Cooper City Hall: and I know we are short staffed, and I understand that. But I almost would rather find a group that has more boots on the ground. Then someone who's gonna come in and

49

00:08:48.860 --> 00:09:00.159

Cooper City Hall: kind of look around for a couple of months and then charges this kind of money. So I know they're on the line. I don't know if you wanna have them kind of explain exactly what what their role would be to do. And I'm and I'm saying this with respect. I'm not.

50

00:09:00.540 --> 00:09:04.059

Cooper City Hall: you know. I know they have a great reputation. But 3 months.

51

00:09:04.670 --> 00:09:12.629

Cooper City Hall: basically, for the entire salary of this position is a lot absolutely, Commissioner on that on the budget thing. How would we pay for it.

52

00:09:13.350 --> 00:09:38.570

Cooper City Hall: Jacobs, to just talk a little bit about

53

00:09:38.570 --> 00:09:49.360

Cooper City Hall: what services they provide with their proposal, and and certainly questions you. You anyone from the Commission may have for him while we have him on the phone. Absolutely, mister. Recommend.

54

00:09:49.580 --> 00:10:00.899

John Rickermann: Yes, good evening, Mr. Mayor and Commissioners. Commissioner Kasman. It's an excellent question. This is a service we provide as needed for our clients.

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00:10:01.000 --> 00:10:27.249

John Rickermann: it. It's more than just looking around hopefully. The idea that Mr. Eglistine, egliston present present presented to us is this will be an evaluation from our organization. We've been doing this for 45 years. We run over 200 facilities. We have about 3,000 staff in the O. And M. Space. So we can provide a very thorough evaluation within that period of time, and provide a strong recommendation

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00:10:27.250 --> 00:10:36.060

John Rickermann: to the city and the utility department on a path forward that will meet your long-term needs. So we

57

00:10:36.100 --> 00:10:46.289

John Rickermann: would love to be able to provide more services more than just one person. There are ways we can do that, but we don't wanna overstep our welcome

58

00:10:46.560 --> 00:10:55.830

John Rickermann: so we can evaluate options in part of that evaluation, for you know different ways. The utility can meet their staffing needs, which we do

59

00:10:55.950 --> 00:10:59.620

John Rickermann: with strict neutrality.

60

00:10:59.670 --> 00:11:04.879

John Rickermann: but we're looking forward to serving you, and whatever role makes sense, let's let's put it that way.

61

00:11:06.770 --> 00:11:14.770

Cooper City Hall: and I would just share I you know I would see Jacobs working really hand in hand with myself and our assistant director, Hamid.

62

00:11:14.820 --> 00:11:25.620

Cooper City Hall: Who who's in the audience, as well, you know, really working closely over the next few months, and again with with the vacancy, the number of vacancies that we have.

63

00:11:25.800 --> 00:11:35.140

Cooper City Hall: I just think that additional assistance and resource definitely would would be helpful and advantageous, given the situation we're in.

64

00:11:35.180 --> 00:11:37.020

Cooper City Hall: So so in 3 months.

65

00:11:37.770 --> 00:11:43.569

Cooper City Hall: I guess my 2 questions are, what are the deliverables, and what are the next steps

66

00:11:44.920 --> 00:11:47.329

Cooper City Hall: Mr. Recommend? Can you address that?

67

00:11:47.380 --> 00:12:06.059

John Rickermann: Certainly. Deliverables will certainly be the day to day support for the staff in the absence of your of your manager. And then we will provide an evaluation report to the commission of our observations around operations management, capital planning. What have you?

68

00:12:06.130 --> 00:12:25.700

John Rickermann: Things that are important to for the long term viability of the utility things we see as best practices. It'll be a concise report. It's not gonna be long winded. But it's very much to the point. From what we've seen at the again, hundreds of facilities we operate, and also the hundreds we do consulting work for

69

00:12:26.480 --> 00:12:37.079

Cooper City Hall: just a clarification. The manager's not going anywhere. It was the director. Okay, just want to make. So no one's confused. Okay.

70

00:12:37.450 --> 00:13:06.089

Cooper City Hall: go to the second part of my question. Second part of the question the next step. That might be for Mr. Egelson. Okay, yeah. And and you know, a couple of items, Commissioner, to that point one would be. And later on in the agenda would be looking to advance at at concurrently a search for our full time, you know, director to replace Raj so that hopefully, those can. Obviously, that can commence and be occurring while we're working through this process. So the timeline for the

71

00:13:06.560 --> 00:13:17.110

Cooper City Hall: search processes. How long it's a it's a it's roughly 12 to 14 weeks is what they're telling us. So it it may not overlap exactly, but hopefully, pretty pretty close.

72

00:13:17.380 --> 00:13:20.630

Cooper City Hall: I just wanna make sure we're not in a situation where we're

73

00:13:20.810 --> 00:13:21.500

Cooper City Hall: just

74

00:13:21.950 --> 00:13:26.880

Cooper City Hall: hiring a consultant continuously.

75

00:13:28.030 --> 00:13:30.199

Cooper City Hall: where we budgeted for director

76

00:13:30.210 --> 00:13:52.210

Cooper City Hall: and I also want to be clear. This is not replacing our utilities department. Can you confirm that? Absolutely? Yeah, we, I've heard at least one or 2, you know, folks who've who whispered or talked about, you know, some type of takeover or or replacement of our utility department. That's not what this is. This is specifically interim consulting services to

77

00:13:52.210 --> 00:14:01.450

Cooper City Hall: to replace on a temporary basis, our, our, our utilities director position, and also to have an assessment of of what they see down there.

78

00:14:01.750 --> 00:14:20.139

Cooper City Hall: Thank you. I'm good for. Now, thank you.

79

00:14:20.800 --> 00:14:40.529

Cooper City Hall: That's that's number one budget budgetarily number 2 based off of what I'm hearing. Now, this sounds like this is a an evaluation that wants to be done, or some type of assessment which is not what I was under the impression. It's on the agenda as if it's gonna be an interim director.

80

00:14:40.540 --> 00:14:49.809

Cooper City Hall: And now we're talking about coming up with some type of consulting report. My understanding is both by ordinance and

81

00:14:49.940 --> 00:14:54.730

Cooper City Hall: and policy. Our directors in charge of the staff

82

00:14:54.860 --> 00:15:05.860

Cooper City Hall: and the utility department. I look at Number 12 on this agreement, and says, consultants should have no authority to exercise control over, nor shall they bear any responsibility for the health

83

00:15:05.900 --> 00:15:11.030

Cooper City Hall: and safety of owner staff. So that tells me that they're not going to come in

84

00:15:11.070 --> 00:15:29.380

Cooper City Hall: and and do anything it says, consultant shopper, perform services and independent contractor, not as an employee or direct agent, and the owner. So if the this consultant is not coming into hire employees to fire employees, to improve employees, direct them, do evaluations.

85

00:15:29.510 --> 00:15:33.860

Cooper City Hall: Well, then, what are they coming in for? Just to do an assessment of that department.

86

00:15:34.240 --> 00:15:39.169

Cooper City Hall: We wouldn't need an interim director to do an assessment of the department.

87

00:15:39.290 --> 00:15:53.379

Cooper City Hall: It's just kind of strange to me. There are vacancies in in that department, and I was told that a lot of the vacancies were due to the job descriptions requiring multiple licensing.

88

00:15:53.600 --> 00:16:16.780

Cooper City Hall: and that that was gonna be one of the things that was changed to be able to hire and fill those positions instead of requiring to have waste water, and whatever drinking water. Maybe you just advertise it at one or the other. You don't not have these hybrid positions. You'll be able to get more candidates. That seems like that's the assessment already. But

89

00:16:17.780 --> 00:16:23.380

Cooper City Hall: that's not what this this this agreement you have on there to do, is it? Really seems like

90

00:16:23.940 --> 00:16:32.050

Cooper City Hall: I don't know. It's not gonna be doing any direct. What director services? I should say, what would this person be doing? What

91

00:16:32.130 --> 00:16:34.100

Cooper City Hall: if they're not managing employees

92

00:16:34.110 --> 00:16:48.160

Cooper City Hall: and Mayor if I could. Just Mister Rickerman, I I'm hopeful you heard the the question from Commissioner, shrouder, as it relates to. you know, operationally, and and particularly, item 12 on on the

93

00:16:48.270 --> 00:17:07.960

Cooper City Hall: appendix. A assumptions. Could you maybe speak to that and just walk through that a little bit and and just touch on that matter, certainly. And with respect to Commissioner Shorter's questions, those are excellent questions. We would prefer to have

94

00:17:08.050 --> 00:17:21.310

John Rickermann: those responsibilities in the right circumstances, but we are legally constrained from a few different things. The employee management piece is a is an exclusion

95

00:17:21.319 --> 00:17:30.940

John Rickermann: because of labor laws which would put us into a co-employment situation. So that's something that our lawyers have requested. We do

96

00:17:30.990 --> 00:17:36.450

John Rickermann: for the many temporary assignments like this that we're asked to perform.

97

00:17:36.590 --> 00:17:51.870

John Rickermann: With regard to regulatory compliance and safety, those are liability issues. Where, again, with a single person supporting your organization and a consulting role, we can't take the or we don't have the span of control to know

98

00:17:51.870 --> 00:18:11.129

John Rickermann: that the samplings done in accordance with rules. That the safety program is set up to industry standards. There's too many factors that we wouldn't have any control over in an interim role for us to take that responsibility. That doesn't mean we're not providing value, however.

99

00:18:11.400 --> 00:18:26.609

John Rickermann: so the folks that we're bringing in are certified water and wastewater top top level certified professionals. They've been utility managers or directors in their careers, you know, 2030, 40 years of experience.

100

00:18:26.610 --> 00:18:51.689

John Rickermann: So we're going to be providing these services in a consulting role. Legally, we can't describe it or act as if we are managing your staff or signing regulations. So it's really a legal distinction, if that helps. Yeah. And and I guess that's kind of where I'm hung up on it. The legal thing. So I mean, I understand why your attorneys would would not want you to do those things. And

101

00:18:51.740 --> 00:18:56.179

Cooper City Hall: that's because you're at. It seems like this is more of a

102

00:18:56.490 --> 00:19:12.119

Cooper City Hall: an evaluation that you guys are describing to be performed. Not an interim director who is gonna be managing. So this isn't really for you. This is really for the manager. Why would we hire consultant to be the interim director

103

00:19:12.910 --> 00:19:31.960

Cooper City Hall: who isn't gonna direct. So who is going to be the person directing then in that department? Yeah. And I would say, Commissioner, you know, this is a service, and and John feel free to correct me if I'm wrong. But you guys provide this type of service, this interim director, your management level interim services

104

00:19:32.070 --> 00:19:48.190

Cooper City Hall: to to plenty of customers. This is not an original concept, for for Jacobs. Is that correct? That is correct? Yes, but I don't know how that that? Okay. So couple of things about me, one, I really don't care what other people do.

105

00:19:48.270 --> 00:19:53.780

Cooper City Hall: I really don't. So but number 2, I think, he also said.

106

00:19:53.940 --> 00:20:12.670

Cooper City Hall: because of it being on a temporary basis. So I imagine if we said we want to employ them full time forever, they would maybe take on those responsibilities. But in this 3 month period he's saying they're not going to take on those responsibilities. So why would we hire him for interim director

107

00:20:12.880 --> 00:20:34.290

Cooper City Hall: if they're not gonna be directing. And in that time period who would be the one directing? I'm not saying they're not. They don't provide consulting work. But that's not what this was presented as a consultant to to tell us how to make our department better. This was to fill in the position of director when there's no director, so are they going to be doing the evaluations, signing off on the evaluations, proving time off.

108

00:20:34.910 --> 00:20:37.469

Cooper City Hall: but hiring employees firing employees?

109

00:20:37.960 --> 00:20:47.669

Cooper City Hall: Yeah. And, John, I'm not sure. You know, with with your particular arrangements with other communities on this model, what? What does that typically look like, you know, as far as

110

00:20:47.940 --> 00:20:51.809

John Rickermann: yeah, I can. I can describe that in general terms.

111

00:20:52.560 --> 00:21:08.500

John Rickermann: so we're serving it a lot of the same function. We're there every day. I mean, I want to be clear. We're not just popping in doing a study, and 3 months later you'll get a report. We, the the scope, is for our expert to be on site every day Monday, through Friday, working hours.

112

00:21:08.710 --> 00:21:12.320

John Rickermann: and providing a consulting service

113

00:21:12.460 --> 00:21:22.529

John Rickermann: to Mr. Eggleston and his staff on best practice actions that we would recommend.

114

00:21:23.060 --> 00:21:27.990

John Rickermann: We can't be the ones to make the hiring or firing decisions. That's labor law.

115

00:21:28.530 --> 00:21:31.960

John Rickermann: Nonetheless, we can make the advice

116

00:21:32.030 --> 00:21:38.459

John Rickermann: for what the right course of action would be. We can't be the ones to sign the regulatory report

117

00:21:38.490 --> 00:21:40.310

John Rickermann: to Florida.

118

00:21:40.360 --> 00:21:43.870

John Rickermann: but we can recommend that

119

00:21:43.880 --> 00:21:57.460

John Rickermann: these samples look suspicious, and you might want to rerun them. Or you know, this is how your monthly report could read. Given the storm event you had, and you know the impact that had on the wastewater treatment plan.

120

00:21:57.600 --> 00:22:01.920

John Rickermann: So those are the kinds of things day to day we would provide.

121

00:22:02.250 --> 00:22:31.789

Cooper City Hall: We just can't be the one legally to send that letter. Okay, so, Miss Struggles, and who would be the one to sign the report? The regulatory report? I assume it would be myself or the assistant

director. Wow! I don't know. That is, if there's our licensing thing I don't think you have a license to. I don't know. Let me ask this question, the position that you're attempting to fill in an interim basis? Is there any license? What licensing does Raj have that we will not have now.

122

00:22:33.480 --> 00:22:43.829

Cooper City Hall: So it's it's really more, I think, a question of capacity, Commissioner, shrouder and trying to for lack a better term deep in our bench as we go through this transition.

123

00:22:44.360 --> 00:22:45.140

Cooper City Hall: And

124

00:22:45.310 --> 00:23:04.550

Cooper City Hall: so, you know, with we have 15 vacancies at the at the facility right now. And you know Hamid obviously is a very valued part of the team, and and I look forward to continuing to work with him and having him a vital part of of of the group. But it's also about being able to provide a resource that's there every day.

125

00:23:04.600 --> 00:23:15.819

Cooper City Hall: from a management perspective that can help us to continue to advance the work that Raj has done, and where we need to go in anticipation of the of the new

126

00:23:15.910 --> 00:23:28.229

Cooper City Hall: director is coming in. But when we so a lot of the things you're talking about like vacancies are Hr issues which they're not going to get involved in. So they could tell you. You have to hire an employee.

127

00:23:28.740 --> 00:23:33.550

Cooper City Hall: but they're not going to hire the employee. So somebody in the department has to do the interviews.

128

00:23:33.790 --> 00:23:41.489

Cooper City Hall: And who's the person gonna be doing that? And that's gonna that's not gonna be them. So it it's not helping

129

00:23:41.520 --> 00:23:49.699

Cooper City Hall: the issues. We've identified hiring employees for that department. They're not going to be able to. I could, I can tell you, have to hire the 15 employees.

130

00:23:50.120 --> 00:24:12.000

Cooper City Hall: But somebody has to actually sit down. Interview on. Okay. This one has experience. I'm sure they would sit in on an interview if you asked, but they're not gonna be the one making that decision. They're not gonna be the one signing off on the regulatory thing. If you're signing off, then it's definitely not a matter of depth, because you have very little experience. I believe in water utility, I mean deep the

131

00:24:12.260 --> 00:24:20.889

Cooper City Hall: the science of it. The operational right like you. You don't know what chemicals to put in or what levels to put in. I'm sure

132

00:24:21.720 --> 00:24:23.440

Cooper City Hall: your background's not in water.

133

00:24:23.960 --> 00:24:37.210

Cooper City Hall: not not in the treatment of it. Correct. And that's that's one of the reasons why, as the professional manager, I am recommending Jacobs to it. So you you know, this is that. That's one thing.

134

00:24:37.740 --> 00:25:00.450

Cooper City Hall: so they're not gonna help with the with the Hr aspect of it. And and if I could, Commissioner, if you don't mind, maybe just ask John John as far as vacancies and interviews and whatnot, I think what I heard you say is, you guys can certainly participate. For instance, if we had your personnel sit in as a part of the interview process.

135

00:25:00.450 --> 00:25:21.729

John Rickermann: you all can't do the hiring, or or the letter or the Hr. Functions, but to to as far as far as advisory on a lot of these matters. That is something you all can assist with. Yes, that is correct, and also day to day treatment. You know, chemical additions, you know, set points things like that. We can make recommendations

136

00:25:21.850 --> 00:25:24.290

John Rickermann: throughout the day on, on pretty much everything.

137

00:25:24.510 --> 00:25:28.089

Cooper City Hall: So so my my thing would be if we have operators who run the plant.

138

00:25:28.700 --> 00:25:35.010

Cooper City Hall: Why wouldn't we just maybe look at hiring consultant, for when we need a consultant on things we need.

139

00:25:35.830 --> 00:25:44.770

Cooper City Hall: why would we have call them an interim director when they're not gonna be doing anything with directing. And I guess that's that's my my big concern.

140

00:25:45.170 --> 00:25:46.680

Cooper City Hall: you know the

141

00:25:47.000 --> 00:25:50.549

Cooper City Hall: that that's a major issue to me.

142

00:25:50.630 --> 00:25:59.999

Cooper City Hall: also, the other aspect that the director does is handle projects. But if there's anything in our in our director as an engineer, but this doesn't include engineering.

143

00:26:02.040 --> 00:26:13.390

Cooper City Hall: This. This thing does not include engineering. So with Mister Verma leaving, we lose the city engineer. So we're gonna fill an interim spot at

144

00:26:13.850 --> 00:26:15.569

Cooper City Hall: how many times the amount is it?

145

00:26:15.900 --> 00:26:20.640

Cooper City Hall: It's a you know. What's this? Come out to half a million dollars, what is

146

00:26:21.130 --> 00:26:24.030

Cooper City Hall: Almost 3 quarters of a million dollars a year.

147

00:26:24.860 --> 00:26:31.150

Cooper City Hall: We don't have engineering. They can't do Hr functions. This is, you know.

148

00:26:31.470 --> 00:26:35.090

Cooper City Hall: my opinion. Who's gonna do the engineering for the city.

149

00:26:38.080 --> 00:26:52.620

Cooper City Hall: That. That isn't. You know we do have some options related to to the engineering work, be it Jacu's, or be it one of our consulting groups that we already have on professional service is Jacobs on one of our professional services thing right now.

150

00:26:52.770 --> 00:26:59.529

Cooper City Hall: They are not. So we would have to go with somebody on it, or actually put an Rf. Queue out queue

151

00:26:59.750 --> 00:27:09.880

Cooper City Hall: correct? So Jacobs can't do engineering. We don't have anyone in house, either. That that has that certification either. But we have Hazen that we have on

152

00:27:09.960 --> 00:27:21.299

Cooper City Hall: contract to actually do engineering on our on utilities projects right now, that is correct. So if we currently have an engineer on for the utilities projects. And I think it was, was it construction management we had Hazen on? For

153

00:27:21.340 --> 00:27:33.750

Cooper City Hall: that is correct. So you had to sign an agreement for construction. So the projects are going to be managed professionally. And now we have to fill the vacancies and do the hr thing. and they're not going to be filling the vacancies or doing the hr thing.

154

00:27:33.910 --> 00:27:44.360

Cooper City Hall: So what are we doing? What are we doing again. I think, Commissioner, it's it's it's a prudent, you know. It's always an opportunity when someone

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00:27:44.560 --> 00:27:52.540

Cooper City Hall: transitions, to take a fresh look and just observe, you know. I hear that we have.

156

00:27:52.550 --> 00:27:57.309

Cooper City Hall: you know the vacancies, which is an important component. But I also think

157

00:27:57.420 --> 00:28:21.529

Cooper City Hall: you know, there's an opportunity to look at you know, big picture and and the small picture as it relates to operations. And so that should be a contract to do an evaluation of the structure organizational structure of the department. That to me, that's what that would be contract to do. An evaluation of the organizational structure of the department, not bringing them in 40 HA week for an astronomical amount of money.

158

00:28:21.710 --> 00:28:24.650

Cooper City Hall: My personal opinion. We also need assistance

159

00:28:24.680 --> 00:28:37.409

Cooper City Hall: again on the the day to day. Functionality of what we're able, you know, able to do. I think the operators maintain the licenses for that. I don't believe Mr. Verma had those licenses.

160

00:28:39.320 --> 00:28:46.760

Cooper City Hall: I I'm just other people, probably wanna. And I have commission. Melosi.

161

00:28:47.450 --> 00:28:49.970

Cooper City Hall: One thing I want to point out

162

00:28:51.010 --> 00:29:04.469

Cooper City Hall: is. I had actually sent out feelers to everybody. I know that works in municipalities. If they knew anyone to see that they could. You know, steer them this way

163

00:29:04.780 --> 00:29:05.540

and

164

00:29:05.700 --> 00:29:17.260

Cooper City Hall: there was someone that showed an interest. But then, when he went to look on our website. there was no job posted. So when I called the city manager, I said, why, we knew that Raj was leaving

165

00:29:17.670 --> 00:29:19.790

Cooper City Hall: Christmas before.

166

00:29:20.110 --> 00:29:23.060

Cooper City Hall: Why did we not even post the position?

167

00:29:23.480 --> 00:29:29.040

Cooper City Hall: And I'm upset with that. And I told the city manager. I was upset with that I

168

00:29:29.680 --> 00:29:32.520

Cooper City Hall: don't know. But the problem that I have is

169

00:29:33.170 --> 00:29:40.939

Cooper City Hall: well, a. We all know that I don't like spending a lot of money. I don't. I'm going to agree with you, Commissioner. If you're out of the sky is falling again.

170

00:29:41.130 --> 00:29:44.440

Cooper City Hall: I mean no disrespect to

171

00:29:44.860 --> 00:29:46.730

Cooper City Hall: this company.

172

00:29:47.070 --> 00:29:49.629

Cooper City Hall: but we need to rebuild.

173

00:29:50.080 --> 00:29:53.239

Cooper City Hall: We lost an enormous amount of personnel.

174

00:29:53.770 --> 00:29:56.780

Cooper City Hall: We need someone that's going to go in there.

175

00:29:57.700 --> 00:30:02.550

Cooper City Hall: get us the right people and put us steady on our feet.

176

00:30:03.130 --> 00:30:06.749

Cooper City Hall: And I don't think this is the company that's going to do that.

177

00:30:08.950 --> 00:30:24.770

Cooper City Hall: And I also think that hmm, maybe we should put this on our website, so that people that are looking would know that we are looking for someone and the the requirements and the qualifications that we are looking for, because there's nothing on our website.

178

00:30:25.080 --> 00:30:26.589

Cooper City Hall: That's all I have for now

179

00:30:29.040 --> 00:30:36.409

Cooper City Hall: anyone else have commissioned agreeing. Thank you, Mayor Ross. And again, I'm I'm going to agree with

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00:30:36.590 --> 00:30:42.799

Cooper City Hall: both Commissioner Shrouder and Commissioner Malos. I had a question for Mr. Rickman.

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00:30:43.780 --> 00:30:52.719

Cooper City Hall: with with regards to the actual the fees, a couple of things are those, Mister Eichelson?

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00:30:52.880 --> 00:30:59.100

Cooper City Hall: It says that range is 1, 130,000 to 140,000. Is that negotiable?

183

00:30:59.180 --> 00:31:06.480

Cooper City Hall: Or is that something that you will, that you and the city attorney has to go back to them. To negotiate

184

00:31:06.550 --> 00:31:16.470

Cooper City Hall: great question, Commissioner Green. It is not negotiable that that is the proposal that that we have received from the from the company. Okay? And then, secondly.

185

00:31:17.940 --> 00:31:22.050

Cooper City Hall: part of as I was reading this

186

00:31:23.280 --> 00:31:34.439

Cooper City Hall: and my apologies on my end. I was under the Under the assumption that this interim utilities director, the department consulting

187

00:31:36.010 --> 00:31:42.630

Cooper City Hall: they were going to be in a position they were. It was going to be as if we had a utilities director in place.

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00:31:43.100 --> 00:31:48.420

Cooper City Hall: They were going to be working with Mr. Hamid and the staff

189

00:31:48.620 --> 00:32:02.669

Cooper City Hall: to identify working on those the 15 or so vacancies that we have. They were going to be looking at a possible grant funding from the State

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00:32:02.680 --> 00:32:05.690

Cooper City Hall: or grant opportunities for grants.

191

00:32:05.740 --> 00:32:13.260

Cooper City Hall: They were. Gonna have folks in place working alongside the current staff that we have.

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00:32:13.290 --> 00:32:24.310

Cooper City Hall: So the my question is they? They're not going to be. Are they going to be performing any of those responsibilities, or are they? They're just going to be advising.

193

00:32:24.840 --> 00:32:31.170

Cooper City Hall: John. I don't know if you're. I think if you heard Commissioner Greene's question, can you? Can you speak to that?

194

00:32:32.020 --> 00:32:47.720

John Rickermann: Yeah, thank you, Commissioner Green. I think there's flexibility in the service we can provide, based on what the needs are some of the specifics we're not familiar with, you know, until we get on site. But any support we can provide

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00:32:47.980 --> 00:32:53.130

John Rickermann: regarding hiring needs, engineering needs all of those things within

196

00:32:53.240 --> 00:33:00.080

John Rickermann: the span of expertise of the person we're providing. We're certainly willing to provide

197

00:33:00.120 --> 00:33:13.730

John Rickermann: just those legal exclusions, you know. Put some constraints on us. We're certainly capable of doing all those things. But again, in sort of an interim role without the span of control. We're we're really constrained

198

00:33:13.870 --> 00:33:32.810

Cooper City Hall: right? And I understand. And thank you, mister. Thank you, Mr. Rickman and I and I get, and I understand what he's saying. There, Mr. Eagleson, I see your II see I can see your point of view in terms of us bringing a consultant in and having them to work with the staff in terms of putting big picture

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00:33:32.910 --> 00:33:38.839

Cooper City Hall: what needs to happen in the utilities department. I completely get that. And I think that that's needed.

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00:33:40.570 --> 00:33:43.000

Cooper City Hall: Probably

201

00:33:43.380 --> 00:33:47.250

Cooper City Hall: more desperately than that is, we need to have boots

202

00:33:47.440 --> 00:33:55.650

Cooper City Hall: on the ground. We need to have people that are performing. If we have 15 vacancies, I think probably one of our biggest.

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00:33:55.730 --> 00:33:59.320

Cooper City Hall: What we really should be prioritizing is.

204

00:33:59.360 --> 00:34:01.090

Cooper City Hall: how do we get those folks

205

00:34:01.500 --> 00:34:14.309

Cooper City Hall: in those positions? And I know it's a big, it's a it's not an easy process. I understand that. But how do we get those. Bring those people into the department that need to start addressing those.

206

00:34:15.330 --> 00:34:23.630

Cooper City Hall: We've got a lot of issues. And it's going to take a lot of qualified people to address those issues. How do we get those individuals in the

207

00:34:24.429 --> 00:34:28.760

Cooper City Hall: in the seats? What I'm hearing is that

208

00:34:29.320 --> 00:34:32.919

Cooper City Hall: they're they would not. They would be providing

209

00:34:33.850 --> 00:34:35.550

Cooper City Hall: recommendations.

210

00:34:38.320 --> 00:34:41.659

Cooper City Hall: They're gonna tell us what we already know. Hey, you've got.

211

00:34:41.790 --> 00:34:47.239

Cooper City Hall: You've got shortages. You've got deficiencies in these areas. Okay, we we already know that

212

00:34:47.350 --> 00:34:50.880

Cooper City Hall: right. What are you? What are you going to do to help?

213

00:34:51.199 --> 00:34:53.849

Cooper City Hall: Solve that issue for us?

214

00:34:55.340 --> 00:35:00.849

Cooper City Hall: That's I'm not hearing how they're going to solve. We got a people shortage

215

00:35:00.970 --> 00:35:05.910

Cooper City Hall: right at the end of the day. We've got a people shortage and we need people.

216

00:35:06.200 --> 00:35:11.220

Cooper City Hall: The consultants are. Gonna tell us. Well, you got a people shortage. Okay? Well, we know that.

217

00:35:11.710 --> 00:35:17.660

Cooper City Hall: How do we? I don't know if they can. They? I don't know if they help if they're helping us.

218

00:35:18.270 --> 00:35:25.299

Cooper City Hall: Yeah. And John, I don't know if you have any thoughts related to that. And and the and the question from Commissioner Green.

219

00:35:26.530 --> 00:35:28.719

John Rickermann: Yeah, I'm short of

220

00:35:28.770 --> 00:35:37.370

John Rickermann: offering to bring in a bunch of staff to help you out, which we do for some clients as well.

221

00:35:37.420 --> 00:35:42.720

John Rickermann: you know I'm I'm not sure that we have any silver bullet.

222

00:35:42.930 --> 00:36:00.699

John Rickermann: Solutions for what's really an industry wide problem. Commissioner Green. Staffing is just a universal challenge right now. There are things that we do cause. It's our business for ourselves to figure out ways to do things more efficiently. For example, you may have 15

223

00:36:01.000 --> 00:36:06.279

John Rickermann: openings. But do you actually need 15 people for the work that needs to be done?

224

00:36:06.340 --> 00:36:10.670

John Rickermann: So an outcome of our evaluation, which is very much what we do for ourselves

225

00:36:10.810 --> 00:36:13.659

John Rickermann: is we can do this with 12 people.

226

00:36:13.950 --> 00:36:20.820

John Rickermann: We can do this with 11 people with some technology upgrades. You know, whatever that whatever that looks like. So there's

227

00:36:20.860 --> 00:36:32.390

John Rickermann: there's there's a lot of advancement happening in the world. And we're doing a lot of this for ourselves. Some of it works. Some of it doesn't. We're hoping to bring that experience to the city.

228

00:36:32.740 --> 00:36:33.789

Cooper City Hall: Thank you, sir.

229

00:36:35.680 --> 00:36:41.140

Cooper City Hall: Anything else from the Commission. Yeah. And I think that goes back to

230

00:36:41.220 --> 00:36:47.009

Cooper City Hall: that sounds like a consultant to, you know, a contract to consult on the

231

00:36:47.120 --> 00:36:49.009

Cooper City Hall: organization of the department.

232

00:36:49.170 --> 00:36:57.090

Cooper City Hall: not an interim director, and so if there was, you know, you wanted to come back with a proposal

233

00:36:57.230 --> 00:37:08.320

Cooper City Hall: to provide an assessment of the department, it'd be one thing. but as an interim. Director. I need to know who's signing off? Who's hiring? Who's firing? Who's

234

00:37:08.690 --> 00:37:16.949

Cooper City Hall: who's where the buck stops, you know. Who's that to person and department. The other thing I have

235

00:37:17.000 --> 00:37:21.110

Cooper City Hall: question about is the 50 15 positions that are open.

236

00:37:22.010 --> 00:37:25.349

Cooper City Hall: Which which are they? I mean.

237

00:37:25.410 --> 00:37:29.319

Cooper City Hall: I guess I'm trying to figure it out. Are they all advertised?

238

00:37:31.530 --> 00:37:51.760

Cooper City Hall: And and maybe if I could, First Commissioner John, just to the first part of Commissioner Shrouder's question, what do you. How do you see other your other clients, municipal clients, where you engage in this type of service? How do they typically handle some of those areas of concern as as it relates to commit the first part of Commissioner Shrouder's question.

239

00:37:52.450 --> 00:38:03.719

John Rickermann: And yeah, typically how this works is, we'll make recommendations to existing staff. Just so. They have. you know, industry, best practice, guidance.

240

00:38:03.740 --> 00:38:07.699

John Rickermann: How to run the plant today.

241

00:38:07.920 --> 00:38:18.240

John Rickermann: you know what re, what the report should say at the end of the month to the Regulators. If it was us doing it. So we make those routine recommendations every day.

242

00:38:18.250 --> 00:38:33.240

John Rickermann: It does have to be someone who is a city employee actually hitting send on the emails to the State. But we're providing support throughout the day for the term of the contract.

243

00:38:33.660 --> 00:38:38.830

John Rickermann: Hope I'm I'm hopefully that that helps. So it does provide

244

00:38:38.930 --> 00:38:49.300

John Rickermann: basically a bridge to allow our clients to find those full time positions that they need. It's just a stopgap measure, though.

245

00:38:49.550 --> 00:38:55.939

Cooper City Hall: So who's hitting the email? Who's sending it? Mister Manager? Who is the de facto

246

00:38:56.480 --> 00:39:23.070

Cooper City Hall: director? And it depends. It depends on the type of report or or information that it would be. I mean, it could be. It could be Hamid, you know, if it was. If it's if it's administrative in nature, not related to regulatory, where you have the particular license, it could be myself or Hamid. Yeah, I think, adding you into the mix of that is a bad idea, because you got a lot on your plate, as it is, you know, and and So

247

00:39:23.250 --> 00:39:26.920

Cooper City Hall: I mean, this is really just sounding like a lot of circle talk.

248

00:39:27.040 --> 00:39:29.459

Cooper City Hall: To be honest with you.

249

00:39:29.490 --> 00:39:43.310

Cooper City Hall: we have positions that are hard to fill. It's an industry wide issue. We just on a pay scale. We're gonna look at the job. Descriptions give you example, chief plan operator. We require both waste wastewater and

250

00:39:43.730 --> 00:39:53.559

Cooper City Hall: treatment whatever that is so drinking in and waste some places. Allow you to have one. if you're only working on that on that

251

00:39:53.610 --> 00:40:03.490

Cooper City Hall: on that end. So if you're only working on the on the drinking water, you're not required to have both. Well, maybe these requirements have been a hindrance to getting licenses.

252

00:40:03.630 --> 00:40:06.380

Cooper City Hall: I mean to getting applicants.

253

00:40:07.800 --> 00:40:11.040

Cooper City Hall: I think we need more help on the Hr part.

254

00:40:11.050 --> 00:40:16.079

Cooper City Hall: Who's gonna interview them. I mean, we have 4 positions. We budgeted

255

00:40:16.090 --> 00:40:17.800

Cooper City Hall: for a tree

256

00:40:17.990 --> 00:40:29.989

Cooper City Hall: and Street's crew for a year and a half that haven't been put up on the website on the Hr website. So it doesn't matter what a consultant tells us. If we don't put it up and and and and interview people.

257

00:40:30.140 --> 00:40:31.849

Cooper City Hall: they're not going to get hired.

258

00:40:32.150 --> 00:40:49.089

Cooper City Hall: Now, it's one thing, if they had a you had a contract with someone where whoever you're designating as the person who's hitting the email was able to call them on a con, you know, to consult with them on an hourly basis if they need. It's one thing, but just to have someone sitting in a chair to come up with ideas

259

00:40:49.180 --> 00:40:53.160

Cooper City Hall: when we know one of the biggest things we have is an Hr. Thing

260

00:40:53.930 --> 00:40:55.360

Cooper City Hall: that just

261

00:40:55.700 --> 00:41:05.600

Cooper City Hall: is throwing away money, in my opinion, and I still need somebody to be designated as the director with a buck stops. And it's not gonna be this company, according to their lawyers.

262

00:41:07.510 --> 00:41:11.760

Cooper City Hall: So who? Who are you designating? Where the buck stops? That's that's the question.

263

00:41:12.680 --> 00:41:23.529

Cooper City Hall: right? And I think you know again my my recommendation as outlined in the report is we we do need additional assistance from the management side down at the facility.

264

00:41:23.590 --> 00:41:30.689

Cooper City Hall: and that's why I was recommending Jacobs to try, and but they're not willing to handle

265

00:41:31.050 --> 00:41:32.190

Cooper City Hall: director

266

00:41:32.400 --> 00:41:43.689

Cooper City Hall: duties. They're gonna consult what they said. But they're not sending the email. But I would suggest, sir, that you know they. They do this type of relationship with communities all across the United States. And it works.

267

00:41:43.900 --> 00:41:56.050

Cooper City Hall: And it's successful as it relates to interim solutions. And and that's really what we're we're looking for. or that's that's one of the things we need. Can I interject.

268

00:41:56.180 --> 00:41:59.750

Cooper City Hall: You can ask a question. 2 things.

269

00:41:59.950 --> 00:42:05.490

Cooper City Hall: one. Since we removed the item of job descriptions and

270

00:42:06.240 --> 00:42:08.529

Cooper City Hall: we have 15

271

00:42:08.610 --> 00:42:17.680

Cooper City Hall: vacancies. Are we going to be able to fill those because we don't have those job descriptions. Can I, even even if I had

272

00:42:17.710 --> 00:42:20.990

Cooper City Hall: Mister Smith, come in here tomorrow

273

00:42:21.000 --> 00:42:23.700

Cooper City Hall: and have the qualifications for

274

00:42:24.080 --> 00:42:31.309

Cooper City Hall: whatever job description that we need in utilities? Because I don't have that done because it was pulled.

275

00:42:31.350 --> 00:42:34.919

Cooper City Hall: do I? Am I even able to fill that position?

276

00:42:36.440 --> 00:43:00.810

Cooper City Hall: So if they have the dual license? Yes, but not. And whatever who cares? I've got 15 vacancies. So because we pulled those descriptions, is that now going to push back my hiring anyone for any of those yeah, aforementioned aforementioned policies. Yes or no. Yeah. There. There are a host of positions, Commissioner Melozi, that have been vacant

277

00:43:00.820 --> 00:43:12.739

Cooper City Hall: for some time. Correct, and some are revised. We're looking at splitting out others that that that are not looking to split out responsibilities right? But when

278

00:43:13.170 --> 00:43:23.460

Cooper City Hall: when you spoke with me earlier to day. You said to me that you wanted to shelve the majority of this, but not

279

00:43:23.750 --> 00:43:35.459

Cooper City Hall: the utility descriptions, because you did not want to stop the process of potentially hiring those people now with all of it pulled.

280

00:43:36.940 --> 00:43:41.980

Cooper City Hall: If I'm taking what you said to me earlier today. then you.

281

00:43:42.230 --> 00:43:48.459

Cooper City Hall: in theory can now not hire any one for these 15 positions.

282

00:43:48.540 --> 00:43:52.119

Cooper City Hall: Her, my conversation with you this afternoon.

283

00:43:52.210 --> 00:43:56.739

Cooper City Hall: that that is not exactly true, so that

284

00:43:57.500 --> 00:44:20.420

Cooper City Hall: plenty of those positions we could hire specifically the ones we could not are someone who only has one license instead of the dual license in that manner. You're correct, those ones. If someone had only a single license and wanted to apply tomorrow, they they could not yet do that. But we have other positions that they're already actively recruiting, for

285

00:44:20.420 --> 00:44:34.829

Cooper City Hall: we have some that are an interview process and offer process. Now. So it's it's not as if all 15 are set aside at the moment. There are, there are a few specific ones. Commissioner, to your point. That are. Yes, ma'am.

286

00:44:34.980 --> 00:44:36.270

Cooper City Hall: Commissioner Katzmann.

287

00:44:36.290 --> 00:44:40.580

Cooper City Hall: I have 2 related questions for the manager number one.

288

00:44:40.940 --> 00:44:42.160

Cooper City Hall: Why

289

00:44:42.770 --> 00:44:47.499

Cooper City Hall: are we not looking at those positions to split them tonight?

290

00:44:48.440 --> 00:44:55.940

Cooper City Hall: And then number 2 to to follow up on Commissioner Melosie's question earlier, why isn't the director position posted?

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00:44:56.480 --> 00:45:16.840

Cooper City Hall: Sure, I'll start with the latter and work backwards if that's okay, Commissioner. So the the reason why the position is not yet posted on the website is because the process we were looking to IM employ is to hire a consultant to help us with a search process for applicants for the position.

292

00:45:17.290 --> 00:45:28.069

Cooper City Hall: So you don't host it online and hire a search firm. Traditionally, you you do not. We certainly can do that, and I shared that with the Commissioner when she when she asked me about it today

293

00:45:29.510 --> 00:45:36.760

Cooper City Hall: downside. But I don't. I mean I don't know Hr. Best practices. But to me it's like the more places it's posted, the better.

294

00:45:37.190 --> 00:45:52.120

Cooper City Hall: Yeah, and and correct. And and part of that is respectfully, you know, I we have to be able to move a a budget transfer for the funding for the search before we can even agree to use it. Utilize the search for

295

00:45:52.350 --> 00:45:58.909

Cooper City Hall: so in other communities, I have worked in where that that transfer wouldn't be required for that that style.

296

00:45:59.090 --> 00:46:17.510

Cooper City Hall: We could engage that firm sign it. They would be working on a profile for the for the recruitment, and then, once the profile is ready, then you would traditionally post the job on your website as well, and say additional information can be found here with the with the search

297

00:46:18.060 --> 00:46:19.960

Cooper City Hall: and

298

00:46:20.000 --> 00:46:36.369

Cooper City Hall: so as it relates to your first question. You know there are particularly related to the operators. There are one or 2 positions that you know. It did. I did ask to table it. You know those are items that

299

00:46:36.370 --> 00:46:59.259

Cooper City Hall: you know, those those vacancies have been out for a a good while. And obviously we've been just working on compiling and finishing those job descriptions. So it's it's not like, you know, as far as from a timing standpoint. Some of those vacancies have been out there for a good long while, and my hope would be that we would split those specific ones out that we need to start on advertising right away

300

00:46:59.260 --> 00:47:21.569

Cooper City Hall: and and get those. Bring those back to you at the the very next meeting, so we can get yours. Could we help you by approving 2 job descriptions tonight. I mean, that's where I'm that's where I think we're all going with an amendment to the license at this point that you can get it. We just advertise, probably just approve those

301

00:47:21.640 --> 00:47:23.220

Cooper City Hall: job descriptions.

302

00:47:23.290 --> 00:47:40.969

Cooper City Hall: and then if we got to change them, and then we'll just change them again. But that would definitely be supportive. If that, if that is, if that, if that is the consensus from the board, sorry

303

00:47:41.040 --> 00:47:47.730

Cooper City Hall: kill us

304

00:47:47.770 --> 00:47:52.359

Cooper City Hall: us. approving those job descriptions.

305

00:47:53.120 --> 00:48:00.810

Cooper City Hall: And I've thought about this. Well, I wanna stay on on the topic. we're on item number 6,

306

00:48:00.920 --> 00:48:04.479

Cooper City Hall: Mister Eggleston. I do see the value. I understand.

307

00:48:04.690 --> 00:48:10.230

Cooper City Hall: You know, I think the the questions that are coming is, why haven't we posted the

308

00:48:10.530 --> 00:48:13.550

Cooper City Hall: the utilities director position?

309

00:48:15.400 --> 00:48:21.120

Cooper City Hall: Hmm, right? No, that's what I said. I understand.

310

00:48:23.180 --> 00:48:27.840

Cooper City Hall: I see the I see the value in having a consultant.

311

00:48:27.980 --> 00:48:36.500

Cooper City Hall: because it's it's been said on the day as or Mr. Eggleston, you probably should. You're probably not the best person. You can't hit the

312

00:48:36.600 --> 00:48:47.499

Cooper City Hall: the send button on a number of these items. If you don't have the qualifications to do so, or the you know, as it pertains to the regulatory

313

00:48:47.660 --> 00:48:52.599

Cooper City Hall: items that the State require. I do see the wisdom of having a consultant

314

00:48:52.930 --> 00:48:56.299

Cooper City Hall: to come in to make sure to ensure

315

00:48:56.490 --> 00:49:02.410

Cooper City Hall: that whatever the utilities director position that we are going to post.

316

00:49:02.590 --> 00:49:06.130

Cooper City Hall: that it is consistent with today's standards.

317

00:49:06.240 --> 00:49:13.719

Cooper City Hall: Maybe we already had that when we've when we submitted, when we posted that for Raj. That's question number one.

318

00:49:14.420 --> 00:49:22.130

Cooper City Hall: the utilities director position that was posted for that Roz applied for and was confirmed.

319

00:49:22.320 --> 00:49:29.699

Cooper City Hall: That job description number one, is that consistent with today's standards?

320

00:49:30.120 --> 00:49:49.569

Cooper City Hall: And May and I don't know if you know the answer to that question. I don't know if Mister Rickman has had an opportunity to look at that. But that would be a question that I have. Is it consistent with today's standards. If it's not, then then it it would. I think it would be prudent for us to ensure that

321

00:49:49.690 --> 00:49:58.969

Cooper City Hall: we make sure that everything that we need big picture wise that it is. It's robust, and it's in a job description that

322

00:49:59.700 --> 00:50:11.080

Cooper City Hall: it's not gonna come back later on. Invite the commission. So I see the I see the value in having the expert, the the consulting firms that have the expertise. For that

323

00:50:11.240 --> 00:50:16.640

Cooper City Hall: I get that I have no issues with that. But if we have, if we already have that

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00:50:17.210 --> 00:50:23.170

Cooper City Hall: in place in terms of what we've already done to get Raj here, cause I think, Ra.

325

00:50:23.770 --> 00:50:27.110

Cooper City Hall: If we. If we can use that, then we we should use it.

326

00:50:28.000 --> 00:50:31.149

Cooper City Hall: I don't know where we're at, and with the splitting of the

327

00:50:31.600 --> 00:50:35.179

Cooper City Hall: approving the job descriptions or splitting certain

328

00:50:35.450 --> 00:50:38.620

Cooper City Hall:

329

00:50:39.240 --> 00:50:43.190

Cooper City Hall: jobs or job descriptions. you know.

330

00:50:43.570 --> 00:50:48.709

Cooper City Hall: I will caution. Oh, I'm gonna caution myself. It will caution

331

00:50:48.950 --> 00:50:54.540

Cooper City Hall: this commission. I, for one, don't have the subject matter expertise.

332

00:50:55.090 --> 00:51:05.779

Cooper City Hall: and if we're going to go and we're going to as a commission, I know that, pursuant to the charter. We have to approve those job descriptions.

333

00:51:07.500 --> 00:51:11.900

Cooper City Hall: but I certainly do not feel comfortable as an individual

334

00:51:12.320 --> 00:51:13.430

Cooper City Hall: to

335

00:51:15.410 --> 00:51:17.440

Cooper City Hall: bifurcate a job description.

336

00:51:17.840 --> 00:51:21.150

Cooper City Hall: If I don't have the expertise in that subject.

337

00:51:22.050 --> 00:51:24.300

Cooper City Hall: I'm gonna feel very uncomfortable with

338

00:51:24.310 --> 00:51:39.430

Cooper City Hall: with making those decisions. You got your assistant utilities director right there. So if he doesn't like it, he'll tell us. Okay, that's just for and and I and I hear what you're saying. But what I've also heard since we've been up here is that there are things

339

00:51:39.790 --> 00:51:43.510

Cooper City Hall: that our assistant utilities director

340

00:51:43.610 --> 00:51:56.269

Cooper City Hall: may not have the licenses or the certifications to do. And so now we're now we're potentially going to be putting him in a situation where? Okay, Mr. Hamid, what do we? What do we do with this?

341

00:51:56.540 --> 00:52:04.699

Cooper City Hall: And so that that's I'm just being. I'm being cautious, but I just wanted to throw that out there to the Commission. We gotta do something right.

342

00:52:04.880 --> 00:52:05.970

Cooper City Hall: But

343

00:52:06.000 --> 00:52:16.480

Cooper City Hall: It would hope that we're just kind of thinking about that as we as we're making these decisions, that's all I have. Mayor. Thank you. Thank you. Anyone else on this issue. So

344

00:52:16.630 --> 00:52:23.869

Cooper City Hall: the the question I didn't get is, who is going to be the de facto director

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00:52:24.050 --> 00:52:25.160

Cooper City Hall: of the department?

346

00:52:31.140 --> 00:52:35.800

Cooper City Hall: Yeah. And I'm not sure what you mean by that, Commissioner Schroeder. Well. this contract

347

00:52:36.010 --> 00:52:43.880

Cooper City Hall: was presented as an contract for consultant to be the interim director after we've discussed with

348

00:52:43.900 --> 00:52:46.179

Cooper City Hall: I forgot his name. Whoever it is on the phone.

349

00:52:46.360 --> 00:52:54.619

Cooper City Hall: He made clear that they're going to be consulting and not exercising authority over the employees and stuff.

350

00:52:54.990 --> 00:52:58.619

Cooper City Hall: So who is going to be the person, the de facto one.

351

00:52:58.750 --> 00:53:03.470

All the requirements that that we have under our ordinances are on a charter

352

00:53:03.490 --> 00:53:23.390

Cooper City Hall: for a director to exercise. Who's gonna be doing? Who's gonna be submitting the the things to us? The things the purchasing procurement issues coming for the agenda reviews? Who is who is the person who's exercising the authority, if it's not them? Who is the de facto director

353

00:53:23.500 --> 00:53:35.109

Cooper City Hall: of the Utilities department under this arrangement? And I think for most of that, sir, it would be the. It would be this firm and the interim utilities director. They just said that that they all they do is recommendation that they don't.

354

00:53:35.320 --> 00:53:39.520

Cooper City Hall: that they do not exercise any authority or decisions.

355

00:53:39.690 --> 00:53:43.600

Cooper City Hall: regulatory compliance, safety, or employment matters

356

00:53:43.670 --> 00:53:47.240

Cooper City Hall: right. But as far as like, pro procure what you said. For example.

357

00:53:47.510 --> 00:53:52.980

Cooper City Hall: they they they could assist in bringing that that forward to the board consideration.

358

00:53:54.250 --> 00:54:01.509

Cooper City Hall: I mean this, they they operate as an interim director. What does that mean? Assist? Who is the person who's gonna stand before me

359

00:54:01.720 --> 00:54:05.290

Cooper City Hall: and and is going to be held accountable on a procurement item

360

00:54:07.110 --> 00:54:30.519

Cooper City Hall: for the 3 month period. It would it would. Jacobs would be here as that role. That's not what the gentleman on the phone said. He says he'll give you a recommendation, but he's not putting his name on it because his lawyers are, or you said, as it relates to hiring or firing or regulatory reporting be be regulatory, compliant safety hiring or firing. Correct that. What that leave

361

00:54:31.440 --> 00:54:49.960

Cooper City Hall: consulting on project. But they're not doing engineering, consulting. We have. We have a contract for construction management. So it's an evaluation of the department. Hey? We're we've been in this business a long time. You can have one person here instead of 2. You can do that. That's a an evaluation of your operations

362

00:54:49.960 --> 00:55:02.490

Cooper City Hall: to then be executed by somebody. But who's going to be the de facto person doing this. And so, John, how do you guys handle that with other commission meetings or city council meetings, etc., and and procurement items and whatnot?

363

00:55:02.490 --> 00:55:07.829

Cooper City Hall: You know, outside of those things that you you've said you're not. You are not able to do.

364

00:55:08.070 --> 00:55:24.990

John Rickermann: Yeah, thank you. So the that varies widely based on the client, but it will typically be somebody in the city. If we make a recommendation, it'll be somebody in the city who makes the submittal.

365

00:55:25.060 --> 00:55:40.380

John Rickermann: yeah. And and I wish I could tell you what what the what the consistent answer is. I've seen it done a lot of different ways, although one thing I will note is if there's a gap in

366

00:55:40.500 --> 00:55:47.010

John Rickermann: certification level in the city right now, because of the departures.

367

00:55:47.620 --> 00:55:55.720

John Rickermann: the States have typically provided quite a bit of grace to allow you to fill those roles.

368

00:55:55.990 --> 00:56:18.159

Cooper City Hall: And will typically be very appreciative that you've brought in outside expertise to help you through that gap period. Well, we don't have a gap in in licensing, because the only the only licensing that Mr. Vermael was a PE which is not needed for Utilities department. That's for our city engineering on on public Works side.

369

00:56:18.190 --> 00:56:38.140

Cooper City Hall: So we we don't have an issue with that, you know. If if you were telling that Mister Verma was a class, a water operator, and he's leaving. He's only one. You have to bring in a consultant with a class, a water operator licenses to sit in the chair. I understand that. And I'm gonna say, well, what else choice do we have? But that's not the case. So who's gonna sign off

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00:56:39.260 --> 00:56:46.569

Cooper City Hall: on the evaluations? Let's start with an easy one that he said. Typically so on the city side, I understood that of the city side.

371

00:56:46.610 --> 00:56:49.510

Cooper City Hall: Who's that person? Who's the de facto director?

372

00:56:49.650 --> 00:57:04.270

Cooper City Hall: Sure. Well, typically, the supervisor would sign off on the evaluation or the assistant director, and then, obviously, Hr. And the manager. That's I mean, that's that's the typical. So it's going to be the assistant director for evaluations.

373

00:57:04.960 --> 00:57:06.570

Cooper City Hall: Mr. Nickman. Oh.

374

00:57:07.160 --> 00:57:17.309

Cooper City Hall: so I'm just trying to figure out who's the de facto person? I mean, this is this is.

375

00:57:17.880 --> 00:57:28.700

Cooper City Hall: they're not filling the role of interim. What other cities are they, Mr. Reggleson? What other cities and I don't need. I don't need the guy on the phone, Mr. Reagan. What other cities are they? The intro, are they the director for it

376

00:57:28.980 --> 00:57:36.659

Cooper City Hall: of utilities. Jacobs. I mean, they're they're a large national, an international firm.

377

00:57:37.250 --> 00:58:04.569

Cooper City Hall: I mean, I would ask John around here. Sure, John, around didn't, but we didn't check any reference. You didn't call II did speak to folks that utilize them and act our neighbors use them right next door in a different type of function, which but pember clients doesn't use them for the director. Right? That they're an interim service. You're correct. I would have to ask John, as far as those folks that, but they actually use the only employee over there

378

00:58:04.640 --> 00:58:07.570

Cooper City Hall: is the director, the rest of Jacobs right?

379

00:58:09.200 --> 00:58:13.809

Cooper City Hall: And and John could probably speak better to that than than myself. And John.

380

00:58:14.040 --> 00:58:18.700

John Rickermann: Yeah. So we serve under the director

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00:58:18.770 --> 00:58:26.569

John Rickermann: and other utilities. We've served in an advisory role in lieu of the director. Let's call it that

382

00:58:26.590 --> 00:58:53.520

John Rickermann: and other utilities all the way up to utility directors and all the employees. So we've covered quite the range depending on the situation or what the needs are. Yeah, but you don't. You're

not a contracted director with not with directing employees aren't yours and any, if it's a if it's a single person. No, we will do that if we're the director and we have span of control over the

383

00:58:53.520 --> 00:58:56.649

John Rickermann: department, but not as a single entity.

384

00:58:56.670 --> 00:59:13.540

Cooper City Hall: And now I understand this is probably why I'm getting asking. The people on Facebook are saying that they're hearing that we're outsourcing. I got that was on Cooper City Buzz. I heard that we're outsourcing our water because somebody must have seen over bringing Jacobs in, and Jacobs doesn't direct city employees.

385

00:59:14.290 --> 00:59:21.730

Cooper City Hall: but they'll direct their own employees so we could do that right. We could outsource all our employees to them. I'm not in favor of that so.

386

00:59:21.970 --> 00:59:32.250

Cooper City Hall: But now I see like a little I see, like the bread crumbs. But people are staying. No, no, no, we hasn't been suggested, but people have have said that right in the community.

387

00:59:32.650 --> 00:59:55.550

Cooper City Hall: Remember, I got one message from Brett off of 50. Second, II said, I you said I heard you're you're outsourcing utilities. I took a screenshot. I sent it to you like that's news to me. And then somebody yesterday on Cooper City Buzz, as I heard Cooper City selling their water. These things are now coming at. Now I understand the breadcrumbs, because we're bringing in a director, which is a company that our neighbors use.

388

00:59:55.690 --> 01:00:05.440

Cooper City Hall: It to me. This is, I'm not familiar, Ross, may I? Yes, sorry commission, Sean. I didn't mean to interrupt. Interrupt.

389

01:00:05.780 --> 01:00:06.910

Cooper City Hall: So

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01:00:07.010 --> 01:00:09.619

Cooper City Hall: right now I just wanna make sure

391

01:00:10.020 --> 01:00:21.370

Cooper City Hall: Mr. Hamid is the is the is he the interim director acting director for the he's the assistant to utilities director. Correct? That is correct. So

392

01:00:21.770 --> 01:00:32.620

Cooper City Hall: he is. Do so we right now he would be. He's the assistant. Are we going to make him the Interim Department head

393

01:00:32.920 --> 01:00:39.149

Cooper City Hall: for the short term, as we are conducting a search

394

01:00:39.340 --> 01:00:42.349

Cooper City Hall: for a utilities director.

395

01:00:42.570 --> 01:00:46.190

Cooper City Hall: that's the first question. And then I think that I think what

396

01:00:47.050 --> 01:00:49.230

Cooper City Hall: what we haven't asked is

397

01:00:50.800 --> 01:00:52.720

Cooper City Hall: Mr. Hamid

398

01:00:52.880 --> 01:01:06.999

Cooper City Hall: has the qualifications to hit the send button to all the regulatory agencies. But and I would say again, you know, as far as those items that can't be covered by the consultant. That that's fine. We can certainly utilize Hamid.

399

01:01:07.080 --> 01:01:13.609

Cooper City Hall: but you know my recommendation, still, as proposed, was to engage this firm for additional support.

400

01:01:13.870 --> 01:01:29.219

Cooper City Hall: And if that means in, in in addition to that naming Hamid as the acting director, I'm I'm I'm certainly okay with that approach. Right? I and I don't have a I hear, which is I understand what you're saying in terms of

401

01:01:29.830 --> 01:01:43.109

Cooper City Hall: if we have him as the interim utilities director. He's still going to need help. At the end of the day he will be able to push sin. If something has to get signed off

402

01:01:43.230 --> 01:01:46.010

Cooper City Hall: in this city

403

01:01:46.410 --> 01:01:54.450

Cooper City Hall: that has regulatory requirements, which requires you have certifications and A, BC, and D,

404

01:01:54.880 --> 01:01:57.450

Cooper City Hall: if he doesn't meet that

405

01:01:58.170 --> 01:02:08.349

Cooper City Hall: we're still up. We would be up the creek regardless of if we have a consulting firm, regardless if it if we have the Hazen, was the Hazen group hazing group. Right?

406

01:02:08.420 --> 01:02:14.690

Cooper City Hall: We're still up to Creek because no one would be able to sign off on anything. We wouldn't be able to get anything done.

407

01:02:17.230 --> 01:02:23.209

Cooper City Hall: I believe that if he's the interim director, we have somebody that's filling that seat.

408

01:02:23.550 --> 01:02:29.980

Cooper City Hall: We have a consult. I just I hear what Commissioner Schroder is saying. Right

409

01:02:30.130 --> 01:02:31.960

Cooper City Hall: the buck stops with who

410

01:02:31.970 --> 01:02:39.450

Cooper City Hall: we the buck is not. This conversation is the buck is not going to stop with the consulting group.

411

01:02:40.090 --> 01:02:44.339

Cooper City Hall: Right? It's it's not pursuant to the legal

412

01:02:44.490 --> 01:02:52.860

Cooper City Hall: the legal restraints that are in place. So the buck is going to stop with our employees. The buck is going to stop with

413

01:02:53.370 --> 01:02:59.689

Cooper City Hall: the interim utilities director, Mr. Hamid, and their staff.

414

01:03:00.500 --> 01:03:02.160

Cooper City Hall: We have to.

415

01:03:02.220 --> 01:03:29.190

Cooper City Hall: we have to work with him and the staff. And yeah, I can see we're bringing in a consulting firm, Mr. Hamid. This is where we're at, right as you are conducting the day to day. So job. Responsibilities for utilities, managing, directing the current resources that we do have in place. You're going to continue to do that. And while you are doing that we are going to be working alongside you to help to to identify

416

01:03:29.250 --> 01:03:50.590

Cooper City Hall: deficiencies to look at, possibly Combining making recommendations that say, well, you don't need. You don't need 3 people when you can have one person that that is able to perform a myriad of of responsibilities, and we can make those recommendations.

417

01:03:51.110 --> 01:03:53.099

Cooper City Hall: I don't have a problem with the

418

01:03:53.930 --> 01:03:59.460

Cooper City Hall: consulting firm. I think the it's a it's a big, it's it's a hundred and

419

01:03:59.620 --> 01:04:05.610

Cooper City Hall: 30 to \$140,000 for 3 months. right? 3 to 4 months plus the meals.

420

01:04:06.390 --> 01:04:14.829

Cooper City Hall: Yeah, I saw that plus the. So that is so I hear I hear what my colleagues are saying. That's a big.

421

01:04:14.900 --> 01:04:17.049

Cooper City Hall: that's a big number.

422

01:04:17.730 --> 01:04:30.509

Cooper City Hall: that we I wouldn't say it's a big number they would be performing a service, providing, I think, valuable information. I just don't know.

423

01:04:31.120 --> 01:04:38.829

Cooper City Hall: Yeah, what's the what's the average, Mr. Rickman? So other cities, our size, our scale

424

01:04:38.870 --> 01:04:40.570

Cooper City Hall: in terms of the

425

01:04:40.950 --> 01:04:54.050

Cooper City Hall: the fees? Is it consistent with other cities, our size, other utility departments, our size, our scale, your fees? Are they consistent with what you provide to other

426

01:04:54.200 --> 01:04:57.749

Cooper City Hall: cities? Our size? Yes, they are Commissioner Green.

427

01:04:58.700 --> 01:05:02.169

Cooper City Hall: You would never say, No, yeah. 400 bucks an hour.

428

01:05:02.200 --> 01:05:17.030

Cooper City Hall: Well, and if I could, I mean Mayor, if I might just suggest I mean ultimately, it's you know it is. It is the commission. Ultimately it is the con the Commission's decision. But I also would.

429

01:05:17.130 --> 01:05:18.999

Cooper City Hall: you know, just share that

430

01:05:19.040 --> 01:05:30.600

Cooper City Hall: you know you don't know what you don't know, and the the delta of not having a resource in place. Commissioner Shroud and I had a conversation, and and we were talking, and

431

01:05:30.610 --> 01:05:50.040

Cooper City Hall: you know, as far as it relates to options, you know. I do think Jacobs has a strong reputation. And and you know, as it relates to options and and, commissioner, when we spoke. We even we even spoke, related to options, and I think you know, not having that resource

432

01:05:50.190 --> 01:05:54.399

Cooper City Hall: to help us through those those the next 3 months.

433

01:05:54.540 --> 01:06:04.799

Cooper City Hall: It puts us at a disadvantage as we look to to move forward. The context of that conversation was, I assumed

434

01:06:04.970 --> 01:06:09.639

Cooper City Hall: that the consultant or the this Jacobs was coming in with

435

01:06:09.740 --> 01:06:19.900

Cooper City Hall: some type of required licensing that we didn't have. So I said, Well, what are we gonna do if we, if we you know we're not going to shut down water

436

01:06:19.940 --> 01:06:45.500

Cooper City Hall: then, like you said, you don't know. You don't know. I went out and found out that Mister Verma does not hold any licensing that is required for that operation. The only licensing he he holds is is a as a professional engineer, which is really because of our company. Really, for public works in our engineering city engineering nothing to do with the wastewater and the people that are holding it are the chief plan operators.

437

01:06:45.570 --> 01:07:01.299

Cooper City Hall: So then, when I find out that I'm said, Okay, now, I don't have to do that because chief plan operators are the ones that are licensed. Those are. Those are the the gentlemen. I don't think there's any women, but if those are the gentlemen that are actually license that are signing off on the regulatory stuff over there in Cooper City.

438

01:07:01.410 --> 01:07:11.980

Cooper City Hall: Alright. So now we have 2 issues left. In my opinion, we have day to day operations managing Hr. And stuff, and we have our capital projects. Then

439

01:07:12.350 --> 01:07:16.809

Cooper City Hall: I have an epiphany and realize we hired hazing group

440

01:07:17.020 --> 01:07:28.449

Cooper City Hall: as construction managers to manage these projects and their engineers. So that covered that. So now I need someone to handle the day-to-day operations, the hiring, the firing.

441

01:07:28.610 --> 01:07:38.059

Cooper City Hall: and this company doesn't do that. So I'm paying a hundred \$40,000 to have somebody show up 40 HA week.

442

01:07:38.090 --> 01:08:04.199

Cooper City Hall: That can only give us recommendations when we haven't had the the ability to fill our current recommendations, which is hire people's. So who's gonna go sit and interview? Who's gonna do? Who's gonna send off on these things? Who's gonna do the budget who's gonna come before us? And that's not this group. They're they're consultants. So if you said you're gonna put in somebody as an as an interim director and sign a contract, so that if they have a question they can call up

443

01:08:04.360 --> 01:08:14.659

Cooper City Hall: like Commissioner Green said, it's you know they were able to do it if Hamid needed to call up. And hey, I got a question on this. Okay, I'll play 300 bucks an hour as needed.

444

01:08:14.690 --> 01:08:19.820

Cooper City Hall: but that's totally different than paying 40 HA week to sit there to get recommendations.

445

01:08:20.109 --> 01:08:31.140

Cooper City Hall: And and I would suggest, sir, it may be more complicated than just the framework of identifying those couple items and trying, you know this regulatory, wise

446

01:08:31.260 --> 01:08:34.389

Cooper City Hall: if we were fully staffed right now.

447

01:08:34.550 --> 01:08:39.870

Cooper City Hall: I would I would have a completely different approach, as it relates to the recommendation.

448

01:08:40.000 --> 01:08:48.440

Cooper City Hall: But but they're not feeling a staffing issue. Right they they are. They are supplying a a sizeable

449

01:08:48.470 --> 01:08:51.590

Cooper City Hall: capacity that we don't currently have

450

01:08:51.609 --> 01:09:07.719

Cooper City Hall: at the at the facilities with the departure of Raw well, which capacity is that? Because I you know you're saying it's a lot more to it. But I'm the one who asked you last meeting. Do you have a plan? I put on the agenda. What is the plan, and I don't remember the plan.

451

01:09:07.870 --> 01:09:10.630

Cooper City Hall: because it, you know. And then

452

01:09:10.649 --> 01:09:14.020

Cooper City Hall: respectfully. I didn't either asked

453

01:09:14.109 --> 01:09:17.730

Cooper City Hall: Mister Verma about this, and he told me.

454

01:09:17.779 --> 01:09:37.010

Cooper City Hall: although he had given his resignation 7 or more weeks ago, he didn't know anything about Jacobs coming in. When I asked him about this he was confused, and then went and looked at the agenda and saw it. So, although I asked for a plan, you never discussed it with the outgoing utilities director.

455

01:09:37.029 --> 01:09:41.569

Cooper City Hall: which is not uncommon when someone leaves. That's fine. Did you discuss it with the

456

01:09:41.930 --> 01:10:01.399

Cooper City Hall: assistant utilities? Director? I did. And you what did you just discuss it with him at all. I asked questions. Okay? And this could go bad, real quick, all right, because at the end of the day you put something on here. You put something on here that is misleading. This company is not gonna fill as an interim director, because they say they do not manage employees

457

01:10:01.570 --> 01:10:29.090

Cooper City Hall: alright. You have a problem hiring people. One of the the issues to hire the people were to adjust the job descriptions. Okay, you pulled those, I said. Let's leave those ones on you pulled those. So how is this company? Gonna come in and give recommendations and get something done? They're not. They're not filling a a licensing issue. They're they're they're not filling a regulatory issue. They're not gonna handle Hr issues. How is that gonna do anything? What is the plan you have for this you've had. You've known for 2 months about this.

458

01:10:29.090 --> 01:10:35.550

Cooper City Hall: So explain to me what the what the plan you have is, besides hiring somebody for \$40,000 a month. Base pay.

459

01:10:36.010 --> 01:10:47.329

Cooper City Hall: Okay, 40,000. What you don't have, you don't even have on here how you gonna pay for that respectfully we pay you a lot of money, and it's been over 6 months. I expect

460

01:10:47.900 --> 01:10:52.580

Cooper City Hall: you to perform, and I'm not seeing that tonight, I respond. Thank you. Yes.

461

01:10:53.040 --> 01:10:58.789

Cooper City Hall: So I've known about Rogers departure for about 5 5 weeks.

462

01:10:58.870 --> 01:11:09.869

Cooper City Hall: maybe 5 and a half weeks since Raj notified me of that. I have been working on several different proposals for executive search firms

463

01:11:09.880 --> 01:11:13.839

Cooper City Hall: to conduct the search for the next director.

464

01:11:14.070 --> 01:11:20.170

Cooper City Hall: We got 3 proposals, and later on on this agenda, under the manager's report

465

01:11:20.260 --> 01:11:29.559

Cooper City Hall: is the utility director. Search budget transfer to A to allow us to proceed financially to engage one of those firms.

466

01:11:30.390 --> 01:11:42.279

Cooper City Hall: As it relates to, and they have shared that it was 12 to 14 weeks for the process. and so that then the second part of that was trying to engage

467

01:11:42.350 --> 01:11:46.580

Cooper City Hall: S some entity or firm for interim

468

01:11:46.810 --> 01:11:49.420

Cooper City Hall: services, in place of Raj.

469

01:11:49.490 --> 01:11:59.349

Cooper City Hall: At his departure of which I procured over the holidays. This proposal from Jacobs, additionally, a second proposal from a firm

470

01:11:59.420 --> 01:12:07.390

Cooper City Hall: Gov. Hr. Temps, but that that individual was only available for 20 HA week through that firm.

471

01:12:07.710 --> 01:12:15.709

Cooper City Hall: So those those, as it relates to specifically the action plan and and working forward to bring you a plan for the Commission.

472

01:12:15.790 --> 01:12:30.560

Cooper City Hall: This. This is this is what I've done that I've been working on since since my discussion with Ro. Since my discussion that Raj informed me he was leaving. Raj told me when he when you started, he told you I'm gonna give. I'm gonna give you 6 months.

473

01:12:30.590 --> 01:12:35.409

Cooper City Hall: And then at 6 months, he told you he was leaving is is did that conversation occur?

474

01:12:36.940 --> 01:12:42.940

Cooper City Hall: Yes, Raj said he was going to stick around for 6 months. That is correct. So if you had notice

475

01:12:43.350 --> 01:12:47.210

Cooper City Hall: from the day you started, which would be how many months ago.

476

01:12:47.720 --> 01:12:54.649

Cooper City Hall: June first. Okay, so now, almost a half a year, you've known, and your plan is to spend \$40,000 a month

477

01:12:54.800 --> 01:12:56.170

Cooper City Hall: on a consultant.

478

01:12:57.390 --> 01:12:59.670

Cooper City Hall: Well. And again.

479

01:13:03.550 --> 01:13:05.230

Cooper City Hall: I think

480

01:13:05.520 --> 01:13:16.479

Cooper City Hall: Raj Raj said he would reevaluate in 6 months what things look like for him. It was not Ryan I'm leaving in December. Figure out your plan.

481

01:13:16.540 --> 01:13:20.039

Cooper City Hall: And so I am sad to see Rog go.

482

01:13:20.070 --> 01:13:32.510

Cooper City Hall: And but you know, working through a host of other complex issues that we have both personnel related and others, and just matters that need taken care of.

483

01:13:32.520 --> 01:13:45.509

Cooper City Hall: I can assure you, as I've as I've shared with you and others before, Commissioner as far as our personnel. Right now, the utility director search placement is the number one priority. Then it would have been a good idea to put on the website.

484

01:13:45.930 --> 01:13:52.070

Cooper City Hall: But and again, that's I've already explained that that that typically would go hand in hand with the Executive Search Commissioner Katrin.

485

01:13:52.270 --> 01:13:57.170

Cooper City Hall: I just wanted to call the question question is called. call the vote

486

01:13:59.270 --> 01:13:59.960

second.

487

01:14:01.380 --> 01:14:06.880

Cooper City Hall: to call the question. It did not require a second. No, I do have. Before I voted speaking. I do have one question.

488

01:14:06.900 --> 01:14:23.829

Cooper City Hall: The item before the Commission this evening is a conceptual proposal. It is not a contract. It is business terms and conditions, that detail a scope of work, compensation and related operational issues. But it is not a professional services agreement

489

01:14:23.960 --> 01:14:34.429

Cooper City Hall: the question I had, and part of the manager's conversation was one of 2 things, and timing is an issue here. Obviously, because we know we've got some urgent you know staffing and operational issues in the department.

490

01:14:34.530 --> 01:14:37.149

Cooper City Hall: we could do one of 2 things as part of this motion.

491

01:14:37.310 --> 01:14:50.330

Cooper City Hall: We can take the motion as approving the conceptual proposal which would result in our our offices as a manager, indicate having to negotiate a professional services agreement that would then come back to this commission.

492

01:14:50.490 --> 01:15:09.710

Cooper City Hall: or alternatively, the Commission can take the business terms which are before you this evening, approve that, and delegate the authority to the manager to sign a professional services agreement which would look very similar to the professional services agreement that you all approve on a routine basis to the extent that there were any material deviations.

493

01:15:09.710 --> 01:15:31.489

Cooper City Hall: My opinion would be depending on what those deviations were. I would recommend bringing it back to this commission in 2 weeks, but in the absence of any material issue. If there was a delegated authority to the manager, this would not come back to the Commission, it would be embraced in a professional services agreement that includes all these statutory requirements for public contracts and all the city's boilerplate, as it relates to contract terms. What's the third option?

494

01:15:31.660 --> 01:15:37.560

Cooper City Hall: Third option is, if the item is voted down, and there would be no further action. That's only in the event the motion passes.

495

01:15:37.670 --> 01:15:51.409

Cooper City Hall: in which case I would just ask for clarification as to whether you want to see an agreement in 2 weeks, or you would delegate that authority to your manager and to my office to negotiate and finalize an agreement, and I will ask Commissioner Green what your preference is. You would be the maker of the motion

496

01:15:51.620 --> 01:15:55.580

Cooper City Hall: I'd like to. Well.

497

01:15:55.590 --> 01:16:04.190

Cooper City Hall: my recommendation would be to delegate that authority to the city manager so that he has the flexibility to move forward.

498

01:16:04.440 --> 01:16:07.199

Cooper City Hall: To get this done, we need to get this.

499

01:16:07.340 --> 01:16:11.160

Cooper City Hall: we need to get this done. and I will second that. Thank you, Mayor.

500

01:16:11.740 --> 01:16:25.649

Cooper City Hall: full vote. So can you clarify the question. So if I may try, and I won't speak for your clerk. Yeah, muddled the waters. The motion would be to approve the conceptual, the conceptual proposal in your backup.

501

01:16:25.690 --> 01:16:37.510

Cooper City Hall: which includes all of the operational and business terms of the relationship, the scope of work, the compensation amount, and all the operational day-to-day activities that Jacobs would provide

502

01:16:38.320 --> 01:16:42.630

Cooper City Hall: that back up is not an agreement. We would then take that proposal

503

01:16:42.700 --> 01:16:55.459

Cooper City Hall: and work with Jacobs and your manager to prepare a professional services agreement which included all of the statutory requirements. Yeah, public contracts and everything else that your manager would then have the delegated authority to sign on behalf of this commission.

504

01:16:55.980 --> 01:16:58.350

Cooper City Hall: Thank you. madam. Clerk.

505

01:17:00.510 --> 01:17:07.959

Cooper City Hall: Commissioner Malos, Commissioner, catsman, Commissioner, Shrouder, Commissioner Green, Mayor Ross. Yes.

506

01:17:10.560 --> 01:17:22.919

Cooper City Hall: moving on Mayor, if I could. Just respectful of the decision of the Commission. I will go ahead and like to ask that. We we place Hamid as the acting

507

01:17:22.990 --> 01:17:25.039

Cooper City Hall: utilities director. At this time

508

01:17:25.510 --> 01:17:41.709

Cooper City Hall: utilities director

509

01:17:42.320 --> 01:17:47.199

Cooper City Hall: and I have a second by Commissioner Green, Mayor, who made Motion commission catching.

510

01:17:49.410 --> 01:17:50.810

Cooper City Hall: Call the vote, please.

511

01:17:51.330 --> 01:17:58.060

Cooper City Hall: Commissioner Malos. Yes, Commissioner Cassman. Yes, Commissioner Schrouter, Commissioner green Mayor Ross. Yes.

512

01:17:59.400 --> 01:18:04.919

Cooper City Hall: congratulations, I think. Moving on to item number 10.

513

01:18:05.480 --> 01:18:30.369

Cooper City Hall: That is the ordinance. 24. Dash 0 2. I'll ask Jacob to please. Read that. Thank you. Mayor Commission for the record. The item is an ordinance of the city, Cooper City, Florida, amending ordinance number 2023, dash 21, adopted on September 20, sixth, 2023, providing for an amended

budget for fiscal year 2,023, 2,024 for the city attached to exhibit a incorporated herein for conflicts, severability and providing for an effective date. It's on the floor for consideration. Mayor.

514

01:18:30.440 --> 01:18:32.059

Cooper City Hall: Thank you. Do you have a motion

515

01:18:32.840 --> 01:18:35.589

Cooper City Hall: so moved by Commissioner Green, second by

516

01:18:35.700 --> 01:18:36.540

Cooper City Hall: Second

517

01:18:36.650 --> 01:18:40.769

Cooper City Hall: Commissioner Catherine Commissioner Green. I'm good, sir. Thank you, Commissioner Katherine.

518

01:18:41.510 --> 01:18:44.680

Cooper City Hall: Good is this one we're seeing a presentation. That is correct.

519

01:18:45.850 --> 01:18:49.099

Cooper City Hall: Jonathan, could you pull that up, please, for the Powerpoint

520

01:18:49.260 --> 01:19:07.859

Cooper City Hall: in the Interim commission stride or anything. I mean. So when I spoke with the manager, he said, we don't have to approve this tonight. We can just do the presentation and wait because my agenda review was cancelled. And I want to see what the numbers were. We

521

01:19:07.890 --> 01:19:18.350

Cooper City Hall: initially approved and what we're changing. So I'm okay, going forward with the presentation and stuff. But without those that information I can't vote to amend the budget without seeing

522

01:19:18.400 --> 01:19:22.570

Cooper City Hall: what we're what what projects we're getting we're getting rid of and stuff, you know.

523

01:19:23.060 --> 01:19:24.010

Cooper City Hall: So

524

01:19:24.040 --> 01:19:53.870

Cooper City Hall: and and, Mayor, if I'm if I might, and and to Commissioner Schrouter's point definitely, I think there's value if it's okay with with you and your colleagues to allow, you know, to walk through the presentation and the draft ordinance, and hopefully explain and share information for all of you, and and and have an opportunity to go through it. And and we have consultants from Widow Brian on the, on the phone as well. I'm okay with the information. But the question is, are we tabling action on the on the ordinance or not.

525

01:19:54.080 --> 01:20:19.640

Cooper City Hall: We have a pending motion. Are you making? I'm asking him, because he told me that we could do the commission. We? We have a motion and a second. No, I understand. Do you want to

make a motion to table? Yeah. Well, I wanna I want to do the I want to do the presentation to table. But still, with the presentation, I don't have the data. That's the problem.

526

01:20:19.660 --> 01:20:22.229

Cooper City Hall: Well, let's hear the presentation. Then you can make the motion

527

01:20:22.260 --> 01:20:35.370

Cooper City Hall: alright. Sure. Who's doing the presentation? Mayor? Thank you, and I'll I'll start us with the first 2 slides, and then really turn the the bulk of the presentation both on the Powerpoint and the

528

01:20:35.500 --> 01:20:43.010

Sandra Urban: and the exhibit A and the Budget ordinance draft over to our our commission. I'm sorry to our consultants. Widow Brian.

529

01:20:43.030 --> 01:21:07.050

Cooper City Hall: And so just again, thank you for this time this evening we we we look forward to having some discussions on Arpa as we've talked about and promised before that we would be working diligently towards bringing back a a revision to the to the Arpa budget, and so we'll go ahead and dive right in, Jonathan. If you could just advance to the next slide or

530

01:21:07.530 --> 01:21:08.240

Cooper City Hall: go ahead

531

01:21:09.600 --> 01:21:25.050

Cooper City Hall: again our the group that we have engaged with for for assistance is with O'brien's. They, as you can see there, and and everyone has been provided a copy of this, and it was also in the backup that was posted as well.

532

01:21:25.070 --> 01:21:47.639

Cooper City Hall: They intimately involved with nationwide engagement and support for the administration of Arpa for state and local and tribal governments. The 2 folks you'll be hearing from this evening are both Florida based consultants part of the team of Widow Brian, and dedicated obviously to helping support us. Continue to move forward. God bless you!

533

01:21:47.690 --> 01:21:57.889

Cooper City Hall: And next slide, John, thank you. Joining us this evening are Sandra Urvin, senior Grants policy manager from Widow Brian

534

01:21:58.050 --> 01:22:17.349

Cooper City Hall: as well as Brita counter, Mpa. As well. Both Mpas. Senior consultant, both a part of with O'brien's team and have experience working as well in in a way, a wide range of organizations throughout the State of Florida.

535

01:22:17.380 --> 01:22:33.650

Cooper City Hall: With that being said, I'd like to introduce Sandra Urban and Britta Calendar, who are joining us via zoom to to take over from here as we continue to walk through the the presentation, and and and the documents that you have, Britta and Sandra, are you there

536

01:22:33.910 --> 01:22:37.420

Britta Kellner: we are here, Mr. City manager. Thank you.

537

01:22:37.980 --> 01:22:40.960

Cooper City Hall: Thank you. You'd like to go ahead and continue

538

01:22:42.130 --> 01:22:49.740

Sandra Urban: alright. Well, we just wanted to say good evening and thank you for this opportunity, and thank you for the introduction as well

539

01:22:49.850 --> 01:22:50.870

Sandra Urban: as

540

01:22:50.900 --> 01:23:02.820

Sandra Urban: city manager, Ableton stated. We are Florida residents. I am a lifelong Florida Resident. I have over 16 years of experience in local government, both at the county and the city level.

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01:23:02.890 --> 01:23:10.820

Sandra Urban: and I'm happy to be joined by my colleague, Britta calendar, who will give a brief introduction and then get our presentation started.

542

01:23:14.300 --> 01:23:38.389

Britta Kellner: Thank you, Mr. City Manager. Good evening, Mayor. Good evening, Council members we are pleased to have this opportunity to serve the city of Cooper City. Sandra and I both have been work work extensively in Arpa Grant administration, arpa management since it's inception, we are intimately familiar with the process and the funding as well as the legislation and the policies that are that are the foundation of Arpa.

543

01:23:38.430 --> 01:23:45.260

Britta Kellner: and we are happy to have this opportunity to apply that knowledge to your needs. Next slide, please.

544

01:23:50.060 --> 01:24:00.760

Britta Kellner: We'd like to provide a high level overview for council outlining the process approach. Our team first focused on the strategic priorities previously established by Council.

545

01:24:01.010 --> 01:24:10.920

Britta Kellner: and those were sustaining your someplace special designation, a proactive approach to public safety. A strong sense of place and citywide revitalization.

546

01:24:12.640 --> 01:24:13.999

Britta Kellner: Next slide, please.

547

01:24:17.300 --> 01:24:19.360

Britta Kellner: I think we're one forward

548

01:24:21.300 --> 01:24:22.160

Britta Kellner: there.

549

01:24:23.180 --> 01:24:27.300

Britta Kellner: Oh, gotta go back, Jonathan, please. One more please.

550

01:24:32.150 --> 01:24:36.710

Britta Kellner: Strategic and compliant budget focus is the current slot.

551

01:24:36.780 --> 01:24:41.169

The multi-year budget, as proposed, was developed to achieve the following outcomes.

552

01:24:41.230 --> 01:24:44.279

Britta Kellner: first and foremost, transparency and accountability

553

01:24:44.350 --> 01:24:51.990

Britta Kellner: to firmly establish the eligibility of your expenditures, and align those expenditures with Treasury's allowability.

554

01:24:52.220 --> 01:25:02.940

Britta Kellner: Last, but certainly not least, is to leverage Arpa to maximize your general fund balance, expand your match capacity to increase your future pursuit of grant opportunities

555

01:25:03.200 --> 01:25:06.180

Britta Kellner: and to prioritize capital projects.

556

01:25:07.180 --> 01:25:08.530

Britta Kellner: Next slide, please

557

01:25:11.100 --> 01:25:17.920

Britta Kellner: to that end I'm going to introduce my colleague Sandra. to give you the high, level overview of the multi-year budget.

558

01:25:18.980 --> 01:25:29.589

Sandra Urban: Thank you, Breta. The table, you see before you provides an overview of the total proposed allocations by Treasury expenditure category

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01:25:29.660 --> 01:25:33.289

Sandra Urban: for the city of Cooper's Arbumldi Year Budget.

560

01:25:33.680 --> 01:25:43.199

Sandra Urban: The city has elected to take the standard 10 million in revenue replacement. and the proposed budget includes the full election allocated.

561

01:25:43.220 --> 01:25:55.129

Sandra Urban: and, as you can see on this table, there are the some of the other expenditure categories that are proposed, including administrative expenses, infrastructure, water and sewer premium pay.

562

01:25:55.290 --> 01:26:03.949

Sandra Urban: public health, negative economic impact. And then there's a remaining unobligated or unappropriated amount of just over 1.1.

563

01:26:06.230 --> 01:26:08.840

Sandra Urban: If you could advance to the next slide, please. Thank you.

564

01:26:09.860 --> 01:26:25.279

Sandra Urban: So, based on the proposed multi year, Arpa budget on the previous slide, the city will have, as I stated, approximately, 1.1 million, and unobligated or unallocated arba funding or non revenue replacement, expenditure, categories.

565

01:26:26.570 --> 01:26:33.039

Sandra Urban: As city manager stated, we will go into greater detail on that, and it is discussed in Exhibit A

566

01:26:33.820 --> 01:26:36.219

Sandra Urban: and I will turn it back over to Preta

567

01:26:37.520 --> 01:26:38.780

next slide, please.

568

01:26:42.030 --> 01:26:46.669

Britta Kellner: The city manager asked our team to provide the recommended criteria

569

01:26:46.750 --> 01:27:05.470

Britta Kellner: which should be considered when making determinations for the future allocation of the 1.1 million and obligated funds. A few key points to highlight here, first, the obligation and the expenditure for deadlines, which are quickly approaching the obligation. Deadline is 1231 of 24,

570

01:27:05.940 --> 01:27:14.350

Britta Kellner: and the expenditure deadline is 1231 of 2026, and that date is when all funds from Arpa must be fully expended.

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01:27:15.130 --> 01:27:26.990

Britta Kellner: The other considerations that are key to this process are identifying an allowable expenditure, category, time to market. Taking a look at the initiatives and projects in terms of a timeline.

572

01:27:27.300 --> 01:27:44.370

Britta Kellner: identifying ongoing shovel, ready design and planning projects, augmentation and expansion of existing projects. making sure that there is a robust case for eligibility and the least burdensome reporting requirements under Treasury guidance.

573

01:27:44.710 --> 01:27:57.529

Britta Kellner: taking a look at some procurement options, in terms of bidding cooperative purchasing agreements, things which may be helpful in terms of implementation and the implementation timeline

574

01:27:58.220 --> 01:28:15.070

Britta Kellner: data collection needs all of the Arpa funding under the unallocated non revenue loss. If funding categories will likely have data collection needs monitoring and close out. So it's important to consider those things as you move forward.

575

01:28:15.340 --> 01:28:21.069

Britta Kellner: And then, last, but not least, staff time that would be involved in administering these projects.

576

01:28:22.700 --> 01:28:24.060

Britta Kellner: Next slide, please.

577

01:28:30.350 --> 01:28:38.040

Britta Kellner: Our team is then asked to identify project types. Other cities are undertaking to expend funds outside of revenue replacement.

578

01:28:38.550 --> 01:28:47.590

Britta Kellner: The following 3 slides capture the general treasury categories. The city may wish to continue, and then we found common among cities across the United States.

579

01:28:49.720 --> 01:29:14.219

Britta Kellner: Again, they're looking at 1.1 6 mill, 1.1 million in on allocated, unincorporated Arpa funding. Some potential opportunities. Live with negative economic impact. Expend your category, 2.2 2 strong, healthy communities. What types of projects were we seeing we were seeing parks, public facilities, walkways, trailheads park and public space enhancements.

580

01:29:14.470 --> 01:29:23.149

Britta Kellner: permanent beautification projects, streetscapes, sporting facilities, and then crime prevention through environmental design, intercepted projects.

581

01:29:24.800 --> 01:29:26.199

Britta Kellner: Next slide please

582

01:29:28.040 --> 01:29:38.999

Britta Kellner: some additional opportunities. And again, we, in learning more about the city. We understand that perhaps nuisance abatement isn't one that would be a common concern nonetheless.

583

01:29:39.050 --> 01:29:50.200

Britta Kellner: under expenditure, category 2.2 3. Demolition and rehabilitation of properties, the opportunity to do some rehabilitation for community and senior centers.

584

01:29:50.270 --> 01:29:53.340

Britta Kellner: as well as some Ada. Compliance exists

585

01:29:55.300 --> 01:29:56.739

Britta Kellner: next slide, please.

586

01:29:59.370 --> 01:30:04.059

Britta Kellner: and there are additional opportunities that we identified in terms of

587

01:30:04.190 --> 01:30:14.659

Britta Kellner: projects which we understand. Cooper City is already undertaken assistance to small businesses, loans, or grants to mitigate commercial financial hardship.

588

01:30:14.680 --> 01:30:21.720

Britta Kellner: rehab of commercial properties, such as facade grants or business quarter improvements. parking enhancements.

589

01:30:21.890 --> 01:30:30.969

Britta Kellner: age of tourism or travel, and other economic impact assistance, such as summer youth programs. And again, Aba, compliance was another common project

590

01:30:31.010 --> 01:30:33.030

Britta Kellner: that cities had undertaken.

591

01:30:34.300 --> 01:30:35.739

Britta Kellner: Next slide, please.

592

01:30:40.310 --> 01:30:53.610

Britta Kellner: The next steps would involve adopting a new multi-year budget. identifying expenditures from estimated and obligated funds obligate, but December 31 of 2024,

593

01:30:54.190 --> 01:30:59.510

Britta Kellner: and then monitor close out and fully expand by December 31 of 2026,

594

01:31:00.180 --> 01:31:09.489

Britta Kellner: we will be going over. Exhibit a that's in your agenda packets, and I will now turn back to Sandra to walk you through a more detailed version of the budget

595

01:31:09.870 --> 01:31:11.630

Britta Kellner: entitled Exhibit A.

596

01:31:13.250 --> 01:31:14.790

Sandra Urban: Thank you. Thank you, Bretta.

597

01:31:14.850 --> 01:31:22.540

Sandra Urban: I'll give everyone a moment to pull up. Exhibit a. I believe that is it for the Powerpoint presentation, though

598

01:31:33.880 --> 01:31:35.000

Cooper City Hall: everyone good.

599

01:31:35.230 --> 01:31:35.930

Hmm!

600

01:31:36.210 --> 01:31:37.500

Sandra Urban: I'm ready to go

601

01:31:38.430 --> 01:31:39.690

Sandra Urban: alright. Thank you.

602

01:31:40.150 --> 01:31:54.079

Sandra Urban: So in your agenda packet there is exhibit A and exhibit A is a breakdown of the expenditure. Categories of the total expenditure. Categories that were listed on the table in the Powerpoint.

603

01:31:55.960 --> 01:32:12.230

Sandra Urban: as you can see in exhibit a. The city's total arba allocation is \$17,930,560, and, as I also stated before, the city has chosen the standard election of 10 million dollars for revenue replacement.

604

01:32:12.580 --> 01:32:20.209

Sandra Urban: which will leave the remaining 7,930,560 for non-revenue replacement.

605

01:32:22.260 --> 01:32:34.840

Sandra Urban: The proposed allocation for revenue replacement is the full 10 million, with approximately 2.8 million spent through fiscal year 23 and the remaining 7.1 to be expended. This fiscal year.

606

01:32:36.080 --> 01:32:50.799

Sandra Urban: the proposed allocation for non revenue replacement is approximately 6.8 million. with approximately 2.7 million spent through fiscal year 23, and approximately 4.1 million, to be expended over the next 3 fiscal years.

607

01:32:53.370 --> 01:32:59.919

Sandra Urban: The remaining unappropriated non revenue replacement, as stated before, is approximately 1.1 million

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01:33:01.030 --> 01:33:08.980

Sandra Urban: in the table. The following tables on Exhibit A are a detailed breakdown of the expenses by Treasury expenditure. Category.

609

01:33:09.520 --> 01:33:19.949

Sandra Urban: however, the Arpa budget summary document that is in your agenda packet that provides a more comprehensive explanation of the movement of expenditure. Categories.

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01:33:22.370 --> 01:33:26.060

Sandra Urban: So there aren't any questions on

611

01:33:26.440 --> 01:33:27.680

Sandra Urban: that first.

612

01:33:28.040 --> 01:33:29.409

Cooper City Hall: Yeah, I have questions

613

01:33:29.430 --> 01:33:32.510

Sandra Urban: just on the first page, I think, yeah. Yup.

614

01:33:32.540 --> 01:33:37.129

Cooper City Hall: okay. The the think, the words you said was, the city has chosen

615

01:33:38.310 --> 01:33:44.489

Cooper City Hall: to take the total 10 million dollar revenue replacement.

616

01:33:45.720 --> 01:33:49.580

Sandra Urban: When when was that chosen?

617

01:33:50.790 --> 01:33:51.949

Cooper City Hall: I don't recall

618

01:33:52.040 --> 01:33:58.749

Cooper City Hall: that that is propose, proposed Commissioners right? So the manager is proposing

619

01:33:58.880 --> 01:34:01.490

Cooper City Hall: to change what we approved

620

01:34:02.370 --> 01:34:17.640

Cooper City Hall: right. And I'm not sure if originally on the original, if we, if we took the standard total 10 million as well, John, we did. Can you guys show me? Because I don't remember that. So you guys are wanting to amend the categories? Can somebody. Show me that.

621

01:34:22.730 --> 01:34:23.890

Cooper City Hall: and I think.

622

01:34:23.940 --> 01:34:30.979

Sandra Urban: go ahead. Go ahead, Sandra or Britta. So I was just asking, are, is your question about

623

01:34:31.420 --> 01:34:34.379

Sandra Urban: whether the city it has

624

01:34:34.600 --> 01:34:45.700

Sandra Urban: formally adopted the revenue replacement standard election of 10 million, or the other alternative is that the city beginning of Arpa, which would be before us.

625

01:34:45.740 --> 01:34:53.460

Sandra Urban: would have come up with a calculation that could potentially be greater than 10 million. But the city would have had to follow

626

01:34:54.050 --> 01:35:02.950

Sandra Urban: the outline that's required to come up with a different calculation. Not all cities decided to do that, based on

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01:35:03.790 --> 01:35:11.779

Sandra Urban: either. It would be less than 10 million that they would come up with, or it would just be too cumbersome for them to come up with that calculation.

628

01:35:12.800 --> 01:35:17.339

Sandra Urban: It's my understanding that the 10 million was what the city had elected from the beginning.

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01:35:20.940 --> 01:35:26.909

Cooper City Hall: Was that a question for me? What was the question? I don't think there is a question that was her understanding period

630

01:35:28.530 --> 01:35:34.090

Sandra Urban: correct. It's possible that you're. I'm not aware we are not aware

631

01:35:34.100 --> 01:35:54.149

Cooper City Hall: of the city coming up with its own calculation that tries. No, no, no, no, no, no! That we didn't come up with our own calculation. So there's a calculation for revenue replacement. But the but the Federal Government said, in lieu of that, you can do a flatten. So the floor is 10 million, and you can go higher if you can come up with a lost revenue based on the calculation

632

01:35:54.680 --> 01:35:55.980

Cooper City Hall: that that change

633

01:35:56.200 --> 01:36:01.419

Cooper City Hall: because the initial guidance was going to be lower than that. And the final rule came out, saying, You can take 10.

634

01:36:01.440 --> 01:36:19.150

Cooper City Hall: What I'm saying is, I understand how that works. I'm saying, what did we adopt and what are we proposing to change you? You right as it relates to that? You wanna you want us. Basically, we are, we are. And we'll walk through some of the the changes and propose changes. But specifically, as it rates to the 10 million you want to see

635

01:36:19.150 --> 01:36:32.169

Cooper City Hall: confirmation of where it was when we did the 10 million prior. I want to know what we're being asked to vote on and change. So if you want to amend the budget, I want to see what's being amended. It was said that we chose

636

01:36:32.260 --> 01:36:35.469

Cooper City Hall: to elect 10 million in lost revenue.

637

01:36:35.820 --> 01:36:42.159

Cooper City Hall: I don't believe that's what we chose. So I wanna just make sure we're clear. And I'm understanding the right thing.

638

01:36:43.080 --> 01:36:59.000

Cooper City Hall: and we'll walk down through this as we walk through those pages, you know the the pieces of it. If that's okay and and you know, continue on. And and, Commissioner, I understand what you're saying now, as far as it relates to the the changes you guys are submitting to us a new proposal

639

01:36:59.040 --> 01:37:08.630

Cooper City Hall: on how to reallocate money. So we had meetings we had. We had meetings in here. We came up with projects, we we and we voted on a budget on how to spend the money

640

01:37:08.880 --> 01:37:19.999

Cooper City Hall: and what I'm saying. I just want to see from what we voted to what we're now being asked to do, what it's changing.

641

01:37:20.060 --> 01:37:24.180

Cooper City Hall: and we can certainly supplement it as needed. Please continue

642

01:37:25.060 --> 01:37:25.860

Sandra Urban: okay.

643

01:37:27.030 --> 01:37:37.909

Sandra Urban: So that those 3 things that I pointed out were just an overview of the revenue replacement, non-revenue replacement and unappropriated non-revenue replacement.

644

01:37:38.700 --> 01:37:51.010

Sandra Urban: So I'll just for a moment, Britta. I'm sorry. Britta and Sandra. Just I wanna make sure you understood as we walk through that, you know, Commissioner Shatter is interested in those change any proposed changes, and just make sure we please. Highlight. Those.

645

01:37:52.270 --> 01:37:53.849

Britta Kellner: Yeah will do. Thank you.

646

01:37:55.480 --> 01:37:59.030

Sandra Urban: Yes. and excuse me.

647

01:37:59.720 --> 01:38:01.899

Sandra Urban: all right. So the the first

648

01:38:02.260 --> 01:38:04.030

Sandra Urban: expenditure category

649

01:38:04.250 --> 01:38:12.000

Sandra Urban: is 7.1 administrative expenses. The proposed allocation has not changed from what it was originally

650

01:38:12.050 --> 01:38:19.649

Sandra Urban: of \$669,906 and 18 cents. so that amount is still the same.

651

01:38:20.570 --> 01:38:28.980

Sandra Urban: So approximately 258 was spent through fiscal year 23, and the remaining is spread out over the next 3 fiscal years, or proposed

652

01:38:29.020 --> 01:38:37.899

Sandra Urban: to be spread out over the next 3 fiscal years. and we're happy to answer any questions on this specific expenditure.

653

01:38:41.720 --> 01:38:44.099

Cooper City Hall: So 7 any questions on that.

654

01:38:44.260 --> 01:38:50.310

Cooper City Hall: It's at the bottom of the first page 7.1 administrative expenses.

655

01:38:50.650 --> 01:38:55.190

Cooper City Hall: Yeah, you're on. Oh, wow! I

656

01:38:57.450 --> 01:38:59.829

Cooper City Hall: what was involved in that 7.1?

657

01:39:01.610 --> 01:39:04.830

Cooper City Hall: The eligible uses, you mean, what are they?

658

01:39:05.600 --> 01:39:16.089

Cooper City Hall: You're saying? No. What was 7.1. We didn't approve it like we didn't approve. 669 that right? What was the line item we approved? And what are you proposing to change.

659

01:39:17.570 --> 01:39:20.599

Cooper City Hall: and Sandra or or Britta.

660

01:39:20.710 --> 01:39:26.450

Cooper City Hall: there are no pros changes in that. Is that correct? That's why I believe

661

01:39:26.940 --> 01:39:29.769

Sandra Urban: that is correct. It relates to 7.1.

662

01:39:29.950 --> 01:39:36.580

Sandra Urban: Yes, 7.1 is the Treasury expenditure category for non-revenue replacement.

663

01:39:36.800 --> 01:39:41.979

Cooper City Hall: Are there any proposed changes in this? Or was that what was previously submitted.

664

01:39:42.460 --> 01:39:47.350

Sandra Urban: That is what has been previously approved. There is no change to that dollar amount.

665

01:39:47.490 --> 01:39:48.670

Cooper City Hall: Yeah, thank you.

666

01:39:50.980 --> 01:39:54.180

Cooper City Hall: Any questions. hearing none move on

667

01:39:55.730 --> 01:39:56.820

Sandra Urban: right?

668

01:39:58.580 --> 01:40:02.760

Sandra Urban: The second expenditure category is revenue replacement.

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01:40:03.480 --> 01:40:13.940

Sandra Urban: and this is where there are some changes. and I will try and highlight all them, since there was a lot of movement and the

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01:40:14.180 --> 01:40:20.820

Sandra Urban: the Arpa budget summary is probably going to be the better document to use, because that

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01:40:21.510 --> 01:40:26.450

Sandra Urban: shows a little more of the movement within expenditure categories.

672

01:40:26.860 --> 01:40:40.459

Sandra Urban: The first one that I'm going to discuss or bring up is the police and personnel cost of 6.5 million. That is a new proposed expenditure that has not been previously

673

01:40:40.710 --> 01:40:46.280

Sandra Urban: approved by the Commission. and with this, please, personnel costs

674

01:40:46.440 --> 01:40:51.269

Sandra Urban: of approximately 6.5 million. That would be expended this fiscal year.

675

01:40:52.840 --> 01:41:00.280

Sandra Urban: and with that they would you would be able to take that and put it back. Replace into your general fund.

676

01:41:01.620 --> 01:41:07.839

Cooper City Hall: So so you're proposing, where is the 6 point. Whatever coming from that was previously approved.

677

01:41:08.610 --> 01:41:11.449

Sandra Urban: it was not previously approved. It is proposed.

678

01:41:11.560 --> 01:41:13.469

Cooper City Hall: Where's that money coming from?

679

01:41:15.410 --> 01:41:17.159

Sandra Urban: Brian? Commissioner.

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01:41:17.280 --> 01:41:23.209

Sandra Urban: City manager. I think that may be a better question for you as to

681

01:41:23.660 --> 01:41:40.619

Cooper City Hall: absolutely so in this this item, remember, related to 6.1 in revenue replacement. This is this is the allowable item that is, originally, when the first guidance came out from the Us. Treasury, you were not able to to claim those. So what this is is this is related to

682

01:41:40.780 --> 01:42:04.450

Cooper City Hall: previously expended police and and and personnel costs that allow that funding under treasury guidance to move from Arpa land that has the restrictions of obligation from December 24, and expenditure from December of 26, and move in to

683

01:42:05.240 --> 01:42:21.999

Cooper City Hall: to the general fund balance to be obligated at a later date, as the Commission sees fit related to capital projects, or to could be used for leverage for grant, matching for grants that the Commission may want staff to go after.

684

01:42:22.380 --> 01:42:25.439

Cooper City Hall: and that is permissible under the Treasury guidance

685

01:42:25.460 --> 01:42:39.670

Cooper City Hall: and again, which which helps to move that that pot of money beyond the regulatory obligations related to Arpa and into to general fund balance. Is it coming from?

686

01:42:40.590 --> 01:42:47.560

Cooper City Hall: So? So we. So you're saying, if we if we now approve this, what goes away? Basically. And we're going to walk through that, sir.

687

01:42:48.540 --> 01:42:52.070

Cooper City Hall: So this is not part of the 10 million standard.

688

01:42:53.410 --> 01:42:55.080

Sandra Urban: Yes.

689

01:42:55.180 --> 01:43:10.789

Cooper City Hall: this is part of the 10 million standard. Yes. Okay. So this is a part of the 10 million, all 10 million dollar allocation. That's that's what I was. Gonna ask, okay, and Commissioner Schroder to your point. It's a good question of you know. Okay, where where is that money falling off of, if you will, and we'll definitely walk through that. We'll continue to walk through that.

690

01:43:13.700 --> 01:43:14.990

Sandra Urban: Go ahead, save her.

691

01:43:15.080 --> 01:43:32.450

Sandra Urban: So the next 3 items that you see on revenue replacement, transparency portal for budget and financial just foia and the Qa system. Those are expenses that happened prior to this current fiscal year. Those are closed out projects.

692

01:43:32.640 --> 01:43:38.010

Sandra Urban: Those are projects that have previously been approved and are not moving from revenue replacement.

693

01:43:39.350 --> 01:43:49.189

Sandra Urban: The same with the the fire apparatus and the city vehicle. so that one is also staying. I think you're adding

694

01:43:50.190 --> 01:43:57.589

Sandra Urban: maybe \$10,000 to that one due to what the current expenses are. But that was an original

695

01:43:58.510 --> 01:44:05.249

Sandra Urban: project that was budgeted to revenue replacement and staying in revenue replacement.

696

01:44:06.400 --> 01:44:11.710

Cooper City Hall: Yeah, we. We're the additional 10,000. You talking fire apparatus or pull in tennis. You mix it to

697

01:44:12.000 --> 01:44:17.189

Sandra Urban: no. So the fire apparatus in city vehicle that's considered one project name.

698

01:44:17.470 --> 01:44:19.810

Cooper City Hall: and that's the additional 10,000

699

01:44:20.100 --> 01:44:30.039

Sandra Urban: correct. So the it was originally 202,665,699. And it is now

700

01:44:30.410 --> 01:44:37.220

Sandra Urban: proposed that 202,671,746. So there was a slight increase.

701

01:44:37.450 --> 01:44:42.709

Cooper City Hall: Can you say that one more time, please, Sandra? Well, what was it? Originally?

702

01:44:43.250 --> 01:44:44.439

Sandra Urban: 2 million

703

01:44:44.600 --> 01:44:49.439

Sandra Urban: 665,699,

704

01:44:51.540 --> 01:45:00.190

Sandra Urban: it says proposed, is 2,671,746. So it's about 6,000 additional.

705

01:45:00.270 --> 01:45:03.690

Cooper City Hall: Oh, I'm sorry I'm looking here, not there. I apologize.

706

01:45:04.000 --> 01:45:17.150

Sandra Urban: Yes. I without doing math really quick. It's it's under \$10,000 difference. Okay, I would deferred to the city manager as to

707

01:45:17.170 --> 01:45:20.920

Sandra Urban: what that difference is, but I believe it was

708

01:45:21.530 --> 01:45:25.519

Sandra Urban: due to both on

709

01:45:25.560 --> 01:45:29.290

Sandra Urban: on that specific project and the actuals

710

01:45:29.780 --> 01:45:30.550

original

711

01:45:31.180 --> 01:45:34.659

Cooper City Hall: same thing here. What else has changed? That's okay.

712

01:45:34.690 --> 01:45:42.290

Sandra Urban: Can you keep walking down through Sandra? Yes. the next item is the poll and tennis center, remarking.

713

01:45:44.100 --> 01:45:45.410

Sandra Urban: this one.

714

01:45:46.470 --> 01:45:48.259

Sandra Urban: don't quote me on my map.

715

01:45:49.070 --> 01:45:52.830

Sandra Urban: but it has a slight variation as well.

716

01:45:53.580 --> 01:45:54.290

and

717

01:45:55.890 --> 01:45:59.990

Sandra Urban: it's about 2022,000 as well.

718

01:46:02.150 --> 01:46:12.919

Sandra Urban: But I would ask the city manager for more details as to the specifics, but I think it's very similar to the first. The fire apparatus and city vehicle, and V budgeted versus actuals.

719

01:46:20.250 --> 01:46:21.869

Cooper City Hall: Any questions on that.

720

01:46:22.230 --> 01:46:28.650

Cooper City Hall: hearing none move on. I guess I have a standing question. Go ahead on every category. I'd like to see the original mount

721

01:46:29.800 --> 01:46:31.539

Cooper City Hall: and what we're taking the money from

722

01:46:33.020 --> 01:46:36.099

Cooper City Hall: on the pool and tennis center. What was the original mount?

723

01:46:37.500 --> 01:46:43.679

Cooper City Hall: That's not accurate. That's not. That's not what we adopt in here.

724

01:46:44.030 --> 01:46:50.440

Cooper City Hall: It's like the adopted one. We we what's the adopted one? And what's it's changing from?

725

01:46:51.660 --> 01:46:56.130

Cooper City Hall: So we didn't adopt 400 and something that or 100 and something 1,000 on the pool.

726

01:46:56.510 --> 01:47:06.449

Cooper City Hall: Excuse me, Mr. Mayor. Yes, right there. Shouldn't he have all the original figures at hand? Thank you for your suggestion, Mr. City manager. Can you answer that?

727

01:47:07.270 --> 01:47:26.360

Cooper City Hall: Yeah. And and I would say, I think what definitely here is, you know, if there's if the what we have is the total proposed appropriation has changed at all to Commissioner Schrouter's point. Is there a way to to mark what those are? And, John, I'm not sure if you may have those particular numbers to Commissioner Melosie's point.

728

01:47:26.400 --> 01:47:32.289

Cooper City Hall: You know, as far as what those specific items were originally compared to what they are now, or do we need to.

729

01:47:32.340 --> 01:47:39.979

Cooper City Hall: you know, do we need to research that and update this to include those items? You have to come up to the podium?

730

01:47:40.080 --> 01:47:41.150

Cooper City Hall: Thank you. John

731

01:47:46.650 --> 01:47:48.730

Cooper City Hall: Mayor, Commissioners.

732

01:47:48.820 --> 01:48:06.800

Cooper City Hall: I don't have them exactly here. When I made the presentation previously I don't know how many months ago those numbers were there. This originally we had 75,000 for the pool and tennis center. Then we had a change order which increased it up to somewhere around 100.

733

01:48:07.380 --> 01:48:09.900

Cooper City Hall: Let me see animation.

734

01:48:12.390 --> 01:48:13.899

give it where to go.

735

01:48:15.700 --> 01:48:28.749

Cooper City Hall: increase up to the 1, 27128, which is what is on the document that they have and so that that was done with the change order that was approved in the commission meetings

736

01:48:28.830 --> 01:48:30.109

Cooper City Hall: in

737

01:48:31.260 --> 01:48:33.949

Cooper City Hall: somewhere around April of

738

01:48:34.250 --> 01:48:35.599

Cooper City Hall: 2022,

739

01:48:36.170 --> 01:48:43.999

Cooper City Hall: until it was originally 75. There was a change order that was submitted, and it was increased to that number that is showing there.

740

01:48:45.690 --> 01:48:49.979

Cooper City Hall: I don't remember a change order like that.

741

01:48:50.070 --> 01:49:06.960

Cooper City Hall: I remember that they had to write. I do recall that, but we got money back because they pay us a penalty right for going over 17,000 plus or minus.

742

01:49:09.860 --> 01:49:30.519

Cooper City Hall: Okay? Well, that wasn't a budget member. Change orders on the budget moment. Correct. So let's not mix things. The budget was 75 on the presentation. Now, you guys are saying is how much that's not. So that that category that you guys are saying that are is currently is not really what it's currently you know what I mean.

743

01:49:31.420 --> 01:49:38.389

Cooper City Hall: Like, you know, we have to have what we what the City Commission approved and what you want to change it to, and that number's not the same.

744

01:49:39.770 --> 01:49:49.009

Cooper City Hall: We're not really changing that number at all. It it was originally 75. We added. It brought it up to 127 there was a

745

01:49:49.190 --> 01:50:00.380

Cooper City Hall: a liquidated damages of 17,750, which we haven't closed that purchase order because there are some discussions going on with the contractor.

746

01:50:01.120 --> 01:50:09.969

Cooper City Hall: Oh, that's gonna send me! That means there's a fight going on. Yes, that'll be discussed later another night and not sleeping.

747

01:50:10.210 --> 01:50:11.010

Cooper City Hall: But

748

01:50:11.340 --> 01:50:17.299

Cooper City Hall: way way it works is we approve a budget. And now you're asking us to amend the budget. So the approval was 75.

749

01:50:17.520 --> 01:50:35.269

Cooper City Hall: And now you're asking us to amend it. I'm just this is, it's I'm not making this up. The state of Florida has laws that say how you do budgets. This is a proposed budget, sir, but not an amendment to the prior, but the prior one is not there. So you guys are saying, the currently approved is 120. That's not currently approved.

750

01:50:36.010 --> 01:50:51.760

Cooper City Hall: Well, that. And that's why, again, as it relates to this or we're, we're, we're these are the areas we're proposing as part of a new budget. But it's important that we talk about the number we're changing is not really the you're saying here, the currently proposed 127,

751

01:50:52.060 --> 01:51:03.010

Cooper City Hall: I mean, currently approved. That's really not currently approved. So I'm trying to get at. And I apologize. That was before my arrival. What now? What you say? It was not. It was not part of the

752

01:51:03.080 --> 01:51:09.000

Cooper City Hall: budget. How is that? Or why is that? Because we approved 75,000.

753

01:51:09.640 --> 01:51:15.150

Cooper City Hall: When was that approved? And you approved the change order to to broaden it up to 120 change orders and a budget amendment.

754

01:51:15.950 --> 01:51:39.590

Cooper City Hall: Mister Mr. Horowitz to change order budget. Okay, so let's not get in that rabbit hole. This is this. Here's who did this plan. Let me see, I just want to know what we're when we approve the budget and what it's changing from. It's so we can demand we won't approve anything, but

755

01:51:40.170 --> 01:51:50.070

Cooper City Hall: it'd be good if we can walk through the yeah. It's just in my head when you say my head, you when you say you want to spend it on this. I want to know what it's coming from. Right? So that's just hard for.

756

01:51:50.750 --> 01:52:07.600

Cooper City Hall: Okay, we can certainly add that additional information to say what you know what was, the prior approved. And and and we can work to update that like where it's coming from, you know, because we already approved something for \$1817,000,000. And now we're changing

757

01:52:08.270 --> 01:52:09.300

Cooper City Hall: those.

758

01:52:09.970 --> 01:52:29.499

Cooper City Hall: I just want to know what what to be in mind is from. And I can see what you're adding it to, because what it wouldn't, it come out of the unaccounted, the the wouldn't it come out of the 1.1 6 8 million? That's not. That's unaccounted for. That means we did. We're not doing projects or something.

759

01:52:29.500 --> 01:52:45.820

Cooper City Hall: If we could, I, definitely, we definitely captured that to add that additional information, if we could. You know, with your all permission, continue on with the presentation, just to walk through some of it, and then we know at the end that they have to or comes back to us, have

760

01:52:45.990 --> 01:52:52.149

Cooper City Hall: where the money's coming from, what it started out as what it is now, I mean, that's everyone's in agreement with that.

761

01:52:52.850 --> 01:52:55.969

Cooper City Hall: Alright, you could continue, please, so don't lose sleep.

762

01:52:56.390 --> 01:53:04.930

Sandra Urban: Okay, thank you. So the next item is the capital project Supervisor the current.

763

01:53:04.950 --> 01:53:11.379

Sandra Urban: It's proposed at \$96,000, and then broken out over the next 2 fiscal years.

764

01:53:13.410 --> 01:53:14.509

Sandra Urban: That I do position.

765

01:53:15.420 --> 01:53:19.169

Cooper City Hall: Is that a change, or is that a new position, or is that

766

01:53:19.440 --> 01:53:25.669

Cooper City Hall: since contracts will be contracting, that was part of the original. Thank you. That's all I wanted to know.

767

01:53:26.860 --> 01:53:27.680

Cooper City Hall: X.

768

01:53:28.780 --> 01:53:36.580

Sandra Urban: Alright. So the desktop central cloud. Short term, rental software and Gis, Pw.

769

01:53:36.840 --> 01:53:45.360

Sandra Urban: Are all expenditures are all expenditures that have happened in prior fiscal years. We are just reflecting it in the overall Arpa Budget.

770

01:53:46.880 --> 01:53:49.589

Sandra Urban: There are no changes to that.

771

01:53:52.130 --> 01:53:54.799

Sandra Urban: Go ahead and continue on

772

01:53:54.910 --> 01:54:01.079

Sandra Urban: the the rest of the items in exhibit a under 6.1

773

01:54:01.300 --> 01:54:08.220

Sandra Urban: are all going to be the same thing. They're all expenditures that happened in prior fiscal years, reflected.

774

01:54:08.870 --> 01:54:11.350

Sandra Urban: and revenue replacement with no changes.

775

01:54:13.790 --> 01:54:18.189

Cooper City Hall: So from Nitanic cluster down to rental assistance residential.

776

01:54:19.580 --> 01:54:21.510

Cooper City Hall: and move on to 5.6

777

01:54:22.710 --> 01:54:24.120

Sandra Urban: 5.6.

778

01:54:26.360 --> 01:54:30.709

Sandra Urban: So the third expenditure, category 5.6

779

01:54:31.020 --> 01:54:39.310

Sandra Urban: has a proposed allocation of the covid replacement and the drainage. The covert replacement does not have any changes.

780

01:54:41.860 --> 01:54:46.979

Sandra Urban: but the drainage for Bill Lips has a small change due to.

781

01:54:47.380 --> 01:54:53.810

Sandra Urban: and I believe John can speak to this has a slight reduction due to actuals

782

01:54:57.670 --> 01:54:58.990

Sandra Urban: to complete the project.

783

01:55:02.780 --> 01:55:11.090

Cooper City Hall: John, is that accurate? Yes. Diane, why don't you come on up and stay by the podium while we're doing. The arpa might be helpful

784

01:55:12.420 --> 01:55:14.609

Cooper City Hall: or sit in the front throat.

785

01:55:16.460 --> 01:55:18.470

Cooper City Hall: Yes. Well, this is the

786

01:55:19.200 --> 01:55:38.680

Cooper City Hall: we're talking about the culvert now. No, the drainage group. Oh, the drainage! I'll be bringing that in under that amount. So we're almost finished with the project. I'm just waiting to close out the project. So there will be funds of this that's in there as obligated.

787

01:55:38.710 --> 01:55:43.209

Cooper City Hall: that will be not used, and returned to the

788

01:55:43.300 --> 01:55:44.480

Cooper City Hall: to the funds

789

01:55:44.560 --> 01:55:52.750

Cooper City Hall: and and return to the to be spent on something else. That's what I wanted to hear, such as maybe

790

01:55:52.940 --> 01:55:57.790

Cooper City Hall: bathrooms that you don't need to touch and flush. But maybe we can just

791

01:55:57.820 --> 01:56:02.970

Cooper City Hall: have a wave of a hand or anything like that, because this is Covid money.

792

01:56:04.030 --> 01:56:05.400

Cooper City Hall: Yes, okay.

793

01:56:06.450 --> 01:56:19.180

Cooper City Hall: or a full toilet seat. What an idea! A review of all of them! So that we don't. We come into the twentieth century, if not, maybe even the twenty-first.

794

01:56:19.660 --> 01:56:20.490

See?

795

01:56:21.400 --> 01:56:24.879

Cooper City Hall: Okay, thank you for that. Moving on to 5.2.

796

01:56:25.480 --> 01:56:26.500

Sandra Urban: Thank you.

797

01:56:27.540 --> 01:56:33.350

Sandra Urban: So the next category is 5.2 expenditure

798

01:56:33.590 --> 01:56:38.540

Sandra Urban: is proposed as a affluent pump. This is.

799

01:56:39.000 --> 01:56:48.640

Sandra Urban: there is a change. and I will like and there is an increase in funding, and I'll let John speak to the increase in the funding associated with this project.

800

01:56:52.940 --> 01:56:55.819

Cooper City Hall: Excuse me. Excuse me for going back to get the

801

01:56:56.270 --> 01:56:57.690

Cooper City Hall: my document here.

802

01:56:59.110 --> 01:57:01.350

Cooper City Hall: Yeah, the affluent pump

803

01:57:01.740 --> 01:57:05.310

Cooper City Hall: 5.2. Yeah.

804

01:57:07.000 --> 01:57:12.290

Cooper City Hall: take care. excuse me. The affluent pump was originally

805

01:57:13.610 --> 01:57:21.799

Cooper City Hall: 250,000, but now that we've won out the bid, it came in at a much higher number, and

806

01:57:21.850 --> 01:57:26.449

Cooper City Hall: it's being proposed to be budgeted for the 1 million dollars.

807

01:57:26.750 --> 01:57:41.799

Cooper City Hall: But this is based on bids and quotes. And that was a recommendation obviously as well we with Raj as as he was winding down, walking through what that budget looks like for the next, you know, for the total amount for the next couple of years.

808

01:57:41.960 --> 01:57:43.110

Cooper City Hall: What was the original?

809

01:57:43.210 --> 01:57:54.440

Cooper City Hall: Yeah, those are the prices that we got into wine.

810

01:57:55.540 --> 01:57:58.509

Cooper City Hall: That project's gonna be could be complete.

811

01:57:59.070 --> 01:58:04.380

Cooper City Hall: 26. What's the time on it.

812

01:58:05.780 --> 01:58:10.699

Cooper City Hall: you guys put it out the bit already. Yup, yeah, we've we were bringing that to

813

01:58:10.750 --> 01:58:27.029

Cooper City Hall: to the Commission and the following, this February correct to me, yeah. Well, we were, gonna bring it. It's this has to be approved first, and then we would bring it to you. It's it's ready to be awarded. What's the construction time period on it

814

01:58:27.290 --> 01:58:32.200

Cooper City Hall: the construction time period is the 365 days, I believe.

815

01:58:32.480 --> 01:58:34.020

Cooper City Hall: Pete.

816

01:58:35.990 --> 01:58:42.569

Cooper City Hall: which will. It'll be obligated this year, and we still have until 2026 suspended.

817

01:58:43.200 --> 01:58:48.090

Cooper City Hall: Okay, my, my, only, you know I'm I'm opposed to spending

818

01:58:49.290 --> 01:58:54.340

Cooper City Hall: that kind of money on Enterprise Fund, because it's not benefiting

819

01:58:55.120 --> 01:58:58.900

Cooper City Hall: directly to the residents, and especially with these bills that are

820

01:58:59.230 --> 01:59:03.730

Cooper City Hall: in the Legislature right now, where you can't.

821

01:59:04.530 --> 01:59:06.269

Cooper City Hall: I'd rather it as a loan

822

01:59:06.310 --> 01:59:13.889

Cooper City Hall: because you you're not gonna they. Some of the proposed bills prohibit you from cost segregations and transferring money back over. But

823

01:59:15.730 --> 01:59:23.639

Cooper City Hall: locking down that that money. But that's not. I guess we can talk about that later. Yeah, it's not. It's it's an argument for another night.

824

01:59:25.050 --> 01:59:43.079

Cooper City Hall: Move on, if you would, please, and and I'll just jump in there. And Sandra Britta feel free. But, Commissioner Schrader, I think your point is well taken, and that is some of the thought

process behind. The next item related to the what was the head works. Facility at the wastewater treatment plant.

825

01:59:43.140 --> 01:59:48.799

Cooper City Hall: which you'll see from the Aks asterisks there was previously budgeted for 5 million dollars.

826

01:59:48.980 --> 02:00:01.800

Cooper City Hall: And that's part of that process again, to try and rearrange items with the help of Widow Brian to be able to move under 5.2. Commissioner Catsman towards the end of the

827

02:00:02.440 --> 02:00:08.579

Cooper City Hall: looking for 5 something. But because we don't have the original ones on it. We don't have it. Yeah.

828

02:00:08.910 --> 02:00:19.300

Cooper City Hall: yeah, because you don't have the originals on there. You're looking to take it off. So you start, which which I'm sorry. This is what it used to be, this one here.

829

02:00:19.560 --> 02:00:30.050

Cooper City Hall: I'm sorry if you flip to the other document that is, that is also included in that backup. Apologize. It is the one labeled the Budget. Summary.

830

02:00:30.210 --> 02:00:32.589

Cooper City Hall: Got it? I apologize.

831

02:00:33.190 --> 02:00:34.660

Cooper City Hall: It's document

832

02:00:35.500 --> 02:00:38.750

Cooper City Hall: 0 0 1, 5, 80. Something.

833

02:00:40.250 --> 02:00:40.960

Okay.

834

02:00:41.830 --> 02:00:46.230

Cooper City Hall: Try the one that you didn't have open, maybe this one.

835

02:00:47.450 --> 02:00:48.750

Cooper City Hall: Some agents.

836

02:00:50.790 --> 02:01:03.629

Cooper City Hall: I apologize for that. They they both have similar data. But I think, if if you want to look off of the summary

837

02:01:03.770 --> 02:01:20.190

Cooper City Hall: Breta and and Sandra, do you have? Is it's okay for that. Just to use the summary as we work down through these additional ones. It was 5 million. Yeah. So you'll see on that summer. I apologize. You know that that we did have that

838

02:01:20.320 --> 02:01:28.919

Cooper City Hall: headworks. Facility has 5 million dollars. And and we're proposing to remove that as part of that overall process

839

02:01:30.050 --> 02:01:36.339

Cooper City Hall: because you couldn't get it built in time. And we need, we need it. We need. And that would be a band. Data

840

02:01:37.140 --> 02:01:55.809

Cooper City Hall: definitely would be a Band-aid waste. And and, more importantly, and that caveat. It's an enterprise. No, no, no, I mean, it's it's a it's a huge factor to be able to move that money over to the general fund. But I went through an argument over this for for months, and that.

841

02:01:56.170 --> 02:01:57.860

Cooper City Hall: you know, with

842

02:01:57.920 --> 02:02:11.209

Cooper City Hall: with me or someone else, somebody we paid to be a city manager, so you would know I'm in total agreement that you know again the the the whole hope. Frankly. If I had my

843

02:02:11.220 --> 02:02:20.009

Britta Kellner: if I had my way, it would be. It would be great to be able to move 10 million the full lost revenue over. But that's not an option at this point. So

844

02:02:20.890 --> 02:02:21.650

Cooper City Hall: why?

845

02:02:22.490 --> 02:02:40.050

Cooper City Hall: Because we've expended money out of you know, there's there's certain categories at the very beginning. Had it been done when the when the updated guidance came out. It could have you know, there, there was an option to be able to do that. So we've tried, as part of this process to maximize legally under the Treasury guidance. With the final determination.

846

02:02:40.060 --> 02:02:44.890

Cooper City Hall: The maximum amount that we can bring over you can't redesignate money that was spent.

847

02:02:45.100 --> 02:02:57.589

Britta Kellner: Britta or Sandra. Did you hear that question? And maybe you could do is just speak to that. There may be some, but I'll I'll let them speak to that we there is an opportunity to evaluate redesignation, and when Council decides

848

02:02:57.990 --> 02:03:02.280

Britta Kellner: how they would like to see things play out in terms of your budget.

849

02:03:02.440 --> 02:03:04.329

Britta Kellner: We certainly can take a look at that

850

02:03:05.860 --> 02:03:14.749

Britta Kellner: again. It's it's with your, with your priorities and and the the movement you would like to see. We could undertake evaluation to

851

02:03:14.810 --> 02:03:18.490

Britta Kellner: reassign some of those earlier expenditure categories.

852

02:03:20.070 --> 02:03:36.740

Britta Kellner: And that process Britta or Sandra you could just speak to. I mean, it is a pretty in depth. Extensive process, just to kind of work through that. There are a lot of moving parts to it. We we'd certainly please to undertake that effort. But you're you're again. You're moving

853

02:03:36.960 --> 02:03:38.040

Britta Kellner: funds

854

02:03:38.150 --> 02:03:49.870

Britta Kellner: to and from different places. Depending on how you move funds out. You will have additional reporting requirements. That's something else that we would be happy to take a look at, because the

855

02:03:49.880 --> 02:03:59.050

Britta Kellner: some of the expenditure categories have extensive data collection and reporting requirements that are not in place or not a part of revenue replacement.

856

02:04:00.860 --> 02:04:06.269

Britta Kellner: So there are restrictions that would be in place that we would have to evaluate on an item by item basis.

857

02:04:07.190 --> 02:04:13.779

Sandra Urban: And I believe, as part of our process, we did try. We did move some expenditures

858

02:04:13.820 --> 02:04:18.150

Sandra Urban: from revenue replacement on a surface level to others.

859

02:04:18.590 --> 02:04:20.160

Sandra Urban: but there are

860

02:04:20.490 --> 02:04:26.439

Sandra Urban: some that we may not be able to justify moving at all in accordance with treasury.

861

02:04:29.880 --> 02:04:33.550

Cooper City Hall: Okay. let's get back on track if we can.

862

02:04:36.310 --> 02:04:46.079

Sandra Urban: I would like a clarification question. City Manager. Did you want us to switch to the budget summary and continue from there.

863

02:04:46.320 --> 02:04:55.490

Cooper City Hall: Why, why don't we Sandra and Britt? If that's okay. Just as we continue down through, I know I believe they're laid out in similar fashion.

864

02:04:57.290 --> 02:04:59.580

Sandra Urban: And where would you like us to pick up

865

02:05:01.080 --> 02:05:04.029

Cooper City Hall: 4.1? Yes, 4.1

866

02:05:04.130 --> 02:05:05.530

Cooper City Hall: premium pay?

867

02:05:06.050 --> 02:05:06.870

Sandra Urban: Thank you.

868

02:05:07.650 --> 02:05:11.710

Sandra Urban: So premium pay is was a

869

02:05:11.730 --> 02:05:19.860

Sandra Urban: did does have a small change. but it's based on the actuals that were expended in prior fiscal years.

870

02:05:23.690 --> 02:05:25.270

Cooper City Hall: What is the difference?

871

02:05:27.400 --> 02:05:31.810

Sandra Urban: It was 50,000. It's now 46,500.

872

02:05:31.860 --> 02:05:33.380

Sandra Urban: Thank you very much.

873

02:05:33.480 --> 02:05:34.490

Cooper City Hall: Went down.

874

02:05:34.830 --> 02:05:37.739

Sandra Urban: Yes, thank you very much.

875

02:05:39.570 --> 02:05:40.920

Cooper City Hall: I wanted to spend it

876

02:05:42.600 --> 02:05:43.990

Cooper City Hall: 3.4

877

02:05:44.030 --> 02:05:47.549

Sandra Urban: 3.4 just wanted to make sure there are no questions before moving on.

878

02:05:47.890 --> 02:05:48.910

Cooper City Hall: Hmm, hmm.

879

02:05:49.000 --> 02:05:50.290

Sandra Urban: The first

880

02:05:50.590 --> 02:06:02.669

Sandra Urban: program that you will see is the Stars Grant program at \$200,000. This is a new new item that is part of this proposed budget

881

02:06:03.240 --> 02:06:05.999

Sandra Urban: to be expended for the next 2 fiscal years.

882

02:06:06.630 --> 02:06:10.429

Cooper City Hall: and certainly, as the Mayor and Commissioner are very well aware of that program. Yep.

883

02:06:12.790 --> 02:06:15.300

Cooper City Hall: and what? What was what category you're taking it from?

884

02:06:16.680 --> 02:06:23.720

Cooper City Hall: No, no, no, I didn't know, I'm not asking what it used to be designated. I'm asking which

885

02:06:24.160 --> 02:06:34.749

Cooper City Hall: Treasury categories are coming from being allocated to public health negative impact public sector capacity, effective service delivery.

886

02:06:34.910 --> 02:06:53.250

Cooper City Hall: Okay? Because we had talked about taking it from the nonprofit one. But that's fine. If there's doesn't matter to me which ones better. But we we did talk about taking it from the Grants to nonprofits to be reporting difference. 2 categories. I'm trying to figure out why we did that. Or if there's an one that's more.

887

02:06:53.320 --> 02:07:02.189

Cooper City Hall: yeah. And Brita and Sandra, if you guys can make a note, perhaps we could look at that particular grant a little closer, just as it relates to the category.

888

02:07:03.820 --> 02:07:05.119

Cooper City Hall: As a follow up.

889

02:07:05.650 --> 02:07:07.160

Britta Kellner: we'll be happy to do that.

890

02:07:07.310 --> 02:07:08.300

Britta Kellner: Thank you.

891

02:07:12.440 --> 02:07:14.259

Sandra Urban: Well, the next

892

02:07:14.280 --> 02:07:17.479

Sandra Urban: expenditure is the real Time Crime Center

893

02:07:19.680 --> 02:07:20.510

Sandra Urban: at

894

02:07:21.620 --> 02:07:27.280

Sandra Urban: is based on actuals that was expended in prior fiscal years.

895

02:07:27.420 --> 02:07:29.210

Cooper City Hall: It went down, too.

896

02:07:29.300 --> 02:07:41.490

Cooper City Hall: so we had some more savings here. It was originally 320 was what with approved by you originally. So we had \$32,000. Very much. Move on

897

02:07:43.260 --> 02:07:44.840

Sandra Urban: all right. The

898

02:07:45.120 --> 02:07:51.259

Sandra Urban: next item is the renovations for City Hall pool and tennis tennis center.

899

02:07:51.800 --> 02:07:54.089

Sandra Urban: And this one did have

900

02:07:55.200 --> 02:07:58.920

Sandra Urban: a previous budget of 1.5 million.

901

02:08:00.700 --> 02:08:03.349

Sandra Urban: and it's being proposed now to

902

02:08:04.600 --> 02:08:10.990

Sandra Urban: \$42,840 and 78 cents in prior expenditures, and no one.

903

02:08:11.400 --> 02:08:14.580

Sandra Urban: and it is projected at no additional expenditures.

904

02:08:17.970 --> 02:08:47.390

Cooper City Hall: What is this in reference to the 42,000, what is it made up of? It was made of the initial conceptual designs and and the reviews, and there were some changes that were included, because it was for City Hall and the pool and tennis center. And so there were some modifications in the pool and tennis center renovation. So that's what that 42,000. So we spent 42,000 on some designs, and I see the designs

905

02:08:48.060 --> 02:08:50.150

Cooper City Hall: or the where the designs were.

906

02:08:50.220 --> 02:08:53.660

Cooper City Hall: We should at least take a peek at him if we pay 42,000 for him.

907

02:08:54.140 --> 02:09:10.530

Cooper City Hall: You were presented. I have the I have the the original conceptualls. They provided 2 or 3 conceptualls, or one was adding an extension over here. Another one was adding something.

908

02:09:11.040 --> 02:09:18.510

Cooper City Hall: John, can we try and find those and circulate those. I have those. I have those plans. Thank you. And

909

02:09:19.540 --> 02:09:26.919

Cooper City Hall: if we can move on to the automated license plaque, reader. yeah. But I just want to know if there's a change.

910

02:09:27.060 --> 02:09:28.429

Sandra Urban: there is a change.

911

02:09:30.390 --> 02:09:37.470

Sandra Urban: It was originally 600,000, 725,000 is not being proposed.

912

02:09:38.080 --> 02:09:42.289

Cooper City Hall: Is that due to the fact that we're getting more of them? Thank you.

913

02:09:42.980 --> 02:09:44.850

Cooper City Hall: Smart camera program.

914

02:09:45.510 --> 02:09:47.370

Sandra Urban: smart camera program.

915

02:09:49.150 --> 02:09:49.980

Sandra Urban: This

916

02:09:51.590 --> 02:09:56.650

Cooper City Hall: actuals. Okay, the the smart program does have a

917

02:09:56.900 --> 02:10:03.210

Cooper City Hall: influx of money that we were that was approved at the

918

02:10:04.270 --> 02:10:09.659

Cooper City Hall: commission meeting on January the 20, fifth, 2022.

919

02:10:10.190 --> 02:10:17.320

Cooper City Hall: But the transfer of the funds was never done, so we had to do a transfer. So we've actually done the transfer here.

920

02:10:17.640 --> 02:10:19.770

Cooper City Hall: You had approved it.

921

02:10:20.390 --> 02:10:23.220

Britta Kellner: I never. We never increased the budget.

922

02:10:23.410 --> 02:10:33.459

Cooper City Hall: We spent the money, and we just never did the transfer. So we're doing it here. But how? How? We spend it in 2,022. And now we're doing a transfer in 2024.

923

02:10:37.500 --> 02:10:38.730

Cooper City Hall: What was that?

924

02:10:39.630 --> 02:10:56.360

Cooper City Hall: Oh, this might be for er when if we if we spent the money in 2,022. How do you transfer to 2,024? Well, it was approved. It was approved at the Commission meeting. The budget was approved at \$260,000.

925

02:10:56.380 --> 02:11:07.579

Cooper City Hall: We didn't have \$260,000 in the budget that happened to have been in the same meeting. The Arpa Budget was in the same meeting who had an inferior number.

926

02:11:07.650 --> 02:11:29.409

Cooper City Hall: So you approve the expenditure for the cameras on line. Item agenda. Item 2 or 3. Then you approve the budget for Arpa, and the budget for Arpa that was approved was less. No transfer was done to increase the Arpa funds to what was approved in the agenda. Item for the cameras.

927

02:11:30.020 --> 02:11:30.820

Okay.

928

02:11:31.730 --> 02:11:34.429

Cooper City Hall: move on to the contract service for digitizing.

929

02:11:36.510 --> 02:11:37.910

Sandra Urban: Okay.

930

02:11:39.030 --> 02:11:39.960

Sandra Urban: yes.

931

02:11:40.330 --> 02:11:41.030

And

932

02:11:41.330 --> 02:11:46.799

Sandra Urban: it was originally 60,000. Now being proposed at 90,000.

933

02:11:47.740 --> 02:11:49.140

Cooper City Hall: Where are we digitizing?

934

02:11:49.740 --> 02:12:02.240

Cooper City Hall: Carlos? Yeah, we're proposing 90,000, because I think we got some. We had. We had gone out once for bids and prices. And I think the prices came.

935

02:12:02.370 --> 02:12:06.170

Cooper City Hall: Yeah, I'm not asking about the cost. I just. I'm I was just wondering what item

936

02:12:06.200 --> 02:12:09.080

Cooper City Hall: like, what are we digitizing the digitizing

937

02:12:09.440 --> 02:12:15.339

Cooper City Hall: plan physically? What are you scanning the the documents in the

938

02:12:15.500 --> 02:12:18.899

Cooper City Hall: the building department? Thank you. I just didn't know what it was

939

02:12:20.100 --> 02:12:21.290

Cooper City Hall: painful.

940

02:12:22.110 --> 02:12:22.940

Cooper City Hall: Okay.

941

02:12:23.090 --> 02:12:25.679

Cooper City Hall: let's move on to the next item.

942

02:12:26.030 --> 02:12:34.319

Sandra Urban: Alright. Audio visual improvements for the Chamber are expenses that happened prior to this current fiscal year.

943

02:12:34.790 --> 02:12:38.510

Sandra Urban: I don't believe there are any changes to that one.

944

02:12:38.740 --> 02:12:43.400

Cooper City Hall: Another sore subject move on to the Advisory Board.

945

02:12:44.270 --> 02:12:47.009

Sandra Urban: The Advisory Board, Junior Expo.

946

02:12:47.290 --> 02:12:53.349

Sandra Urban: The original budget was 12,600. But the actual expenditures and prior

947

02:12:53.880 --> 02:13:01.620

Sandra Urban: prior fiscal year was only \$3,076 and 55 cents. with no anticipated or budgeted expenses.

948

02:13:03.110 --> 02:13:06.900

Cooper City Hall: So we're not having the next expo next year.

949

02:13:08.700 --> 02:13:14.639

Cooper City Hall: I think that funding, sir, has been moved to the the regular general fund budget process. Thank you.

950

02:13:15.600 --> 02:13:17.709

Cooper City Hall: Next is a parcel funding quest.

951

02:13:18.170 --> 02:13:20.059

partial funding quest. Yes.

952

02:13:20.400 --> 02:13:24.069

Sandra Urban: So this one had a slight decrease in funding.

953

02:13:24.080 --> 02:13:32.390

Sandra Urban: It was budget, originally at 10,000 actual expenses of \$8,320 in prior fiscal years, with no

954

02:13:32.420 --> 02:13:34.530

Sandra Urban: projected expenses going forward.

955

02:13:35.900 --> 02:13:37.490

Cooper City Hall: we let Quest go, didn't we?

956

02:13:37.980 --> 02:13:38.740

Okay?

957

02:13:39.870 --> 02:13:41.489

Cooper City Hall: HBAC.

958

02:13:41.610 --> 02:13:43.800

Sandra Urban: Hvac for the police.

959

02:13:44.030 --> 02:13:46.040

Sandra Urban: This one does have.

960

02:13:47.520 --> 02:13:55.190

Sandra Urban: but originally budget at 331,000 approximately, and is now being proposed at 361,000.

961

02:13:58.380 --> 02:14:16.889

Cooper City Hall: The Hvac. Went up, because while they were installing the new unit, they found that the monitoring system that originally was there does not is not functioning. So there's a new proposal, and we've increased it to cover that

962

02:14:17.230 --> 02:14:36.639

Cooper City Hall: that new the purchase of but I don't understand. Do we install half of the A/C. No, everything. The A/C unit is installed. And then, when they went to do the testing, the the sensors and everything, the communication product that that did all that monitoring was not, was not working and couldn't get.

963

02:14:52.160 --> 02:15:07.839

Cooper City Hall: The bulk of the 198,000 is that related to the remaining balance for the actual air conditioning unit. We spend almost 300,000 on that A/C unit or 170. I didn't think it was 300 something 1,000. John, do you happen to have that

964

02:15:10.990 --> 02:15:13.549

Cooper City Hall: plus the other amount they want to see? Yeah, there's a

965

02:15:15.050 --> 02:15:26.450

Cooper City Hall: but we're gonna make it up because the cops are gonna follow what fire does and keep it at 72 degrees. The bid was 3. Yeah, it was 321,300 and

966

02:15:26.510 --> 02:15:29.359

Cooper City Hall: 31,001, 1988.

967

02:15:32.160 --> 02:15:34.579

Cooper City Hall: Alright. The H Ycu.

968

02:15:35.940 --> 02:15:42.729

Sandra Urban: BHYC. U. Is approvedly expended with no changes and no proposal.

969

02:15:44.470 --> 02:15:45.970

Cooper City Hall: The network switch

970

02:15:46.170 --> 02:15:47.850

Sandra Urban: the network switch.

971

02:15:48.720 --> 02:15:56.259

Sandra Urban: It's a previously expended exp expenditure with no proposed expenses. It was originally 40,000,

972

02:15:56.820 --> 02:16:03.329

Sandra Urban: and only expended 37,967. So about a \$2,000 difference.

973

02:16:03.730 --> 02:16:08.870

Cooper City Hall: and the next 2 are the same. No change. not change.

974

02:16:08.970 --> 02:16:20.809

Sandra Urban: The fit the on the spot cleaning. There is a slight difference. It went down from \$3,600 to 2,995 in actual expenditures.

975

02:16:22.800 --> 02:16:37.109

Sandra Urban: Hence the cyber security infrastructure monitoring was originally budgeted at 225,000, but only had expenditures of \$135,677 and 50 cents

976

02:16:42.490 --> 02:16:49.680

Cooper City Hall: moving on to 3.2. I don't know. What do you mean? Hold on, go back!

977

02:16:49.820 --> 02:16:50.959

Cooper City Hall: It's the next page

978

02:16:51.590 --> 02:16:57.899

Cooper City Hall: I just turned the page. Oh, you're on the summary. Sorry.

979

02:16:58.700 --> 02:17:03.809

Sandra Urban: 3.2 is your Bso. Positions.

980

02:17:05.209 --> 02:17:10.340

Sandra Urban: This one was. Both of these have increases in funding

981

02:17:10.379 --> 02:17:11.750

Sandra Urban: surprise.

982

02:17:13.049 --> 02:17:14.359

Cooper City Hall: Sorry. Go ahead.

983

02:17:14.410 --> 02:17:24.789

Sandra Urban: The Vso restoration of detective was that 350,000 originally, and the restoration of deputy was at 262,500,

984

02:17:25.360 --> 02:17:43.159

Cooper City Hall: and just for the mayor and commission information that was not a request from Captain di Giovanni, but an item that I proposed in there, just as it relates to. Obviously, that program has has been very productive, and I know the Commission has been

985

02:17:43.170 --> 02:18:03.570

Cooper City Hall: has been supportive of it the past several years. Originally that was a budget for only several years with 2425 and 2526, you know, basically at that time would either have to be absorbed into the general fund budget or the program that away with. So that's that. Okay, what's the maximum amount we're allowed to designate on a 3.2

986

02:18:05.620 --> 02:18:07.129

Cooper City Hall: Sandra Britta.

987

02:18:07.770 --> 02:18:08.510

Excellent.

988

02:18:09.080 --> 02:18:10.129

Britta Kellner: No.

989

02:18:10.180 --> 02:18:12.690

Sandra Urban: Yes. So your total

990

02:18:12.740 --> 02:18:20.969

Sandra Urban: available under non-revenue replacement is \$7,930,560. There's no.

991

02:18:21.190 --> 02:18:33.220

Cooper City Hall: there's no cap on it. Okay? Wh? Why wouldn't? Why wouldn't we? And and the people the Widow Brian? People wouldn't know this. But we how many deputies had we cut?

992

02:18:33.840 --> 02:18:38.440

Cooper City Hall: Did we cut Captain Giovanni, you, how many deputies have you cut under that contract?

993

02:18:41.440 --> 02:18:49.190

Cooper City Hall: Okay, so why don't? Why wouldn't we designate all 6 of those positions back under the 3.2.

994

02:18:51.610 --> 02:18:56.240

Cooper City Hall: That's certainly at the pleasure of you and your colleagues, because, doesn't that then free up the money

995

02:18:56.820 --> 02:19:01.060

Cooper City Hall: it uses up money? Well, uses up money, and

996

02:19:01.850 --> 02:19:06.280

Cooper City Hall: are are you saying you don't have the whole 10 million

997

02:19:06.709 --> 02:19:12.880

Britta Kellner: right? Just for point of Clarification Commission? Are you saying so? Those positions, the 4 and the 2 that were cut.

998

02:19:13.360 --> 02:19:17.089

Cooper City Hall: We we have restored 2 of them is that now we've restored

999

02:19:17.549 --> 02:19:28.320

Cooper City Hall: almost all of them. So those positions were cut within. We're cut 2020, and then all were restored one way or another. Right? How many sworn were restored

1000

02:19:28.760 --> 02:19:30.860

Cooper City Hall: for sworn, restored, I think

1001

02:19:37.580 --> 02:19:43.650

Cooper City Hall: think I think they were all restored. How many storm do we restore?

1002

02:19:45.110 --> 02:19:58.800

Cooper City Hall: We had originally 700,000. Go ahead. Good evening, Mayor Commissioner. Just wanted to say so was public. But you are correct, Commissioner Schroeder, and October fourteenth, 2,020, when the new contract is ratified.

1003

02:19:58.940 --> 02:20:15.589

Cooper City Hall: Before my arrival there are 4 sworn, 2 non sworn, removed in the last 3 and a half years. We've added 2 non sworn, which is the 2 Csas. one detective, one traffic deputy, one crime prevention deputy and one sergeant which replaces your force. One.

1004

02:20:15.970 --> 02:20:18.639

Cooper City Hall: So in 20, in October of 2020,

1005

02:20:20.330 --> 02:20:29.029

Cooper City Hall: 6 for cut, 6 have been added back. So why? And for just for understanding fo 4 of them at in the general fund, 2 of them in Arpa.

1006

02:20:29.550 --> 02:20:49.529

Cooper City Hall: 2 of them par all of it. General fund 2 partially which you're extending. Those partial fundings. Yes, but the whole thing. No, it wasn't just 2. It was a portion of 2 through the Arpa. I that I mean, that's certainly an option. And and you know, if that wouldn't, that doesn't that? Then free up more general fund money

1007

02:20:49.550 --> 02:21:01.900

Cooper City Hall: if you're using it on it. It would for those next 2 years, and then obviously on the third year, then we would have a larger general fund obligation we would have to. Well, no. Right now we have that obligation and the general fund.

1008

02:21:02.870 --> 02:21:23.539

Cooper City Hall: Correct. So correct. I'm just. I'm just yes, I'm but II am saying also, and and you're correct. It would free up for this for the next 2 fiscal years it would free up additional money in our general fund, my only point being that the third year that to keep that pool we have to bring that money back to the general already coming from the general fund.

1009

02:21:24.600 --> 02:21:37.300

Cooper City Hall: So it's a 2 year reprieve. It is a 2 year reprieve absolutely coming from the general fund. Yes, no, correct. If that will help, I mean, obviously, your goal is to get more money into the general fund so that we can, doesn't help do

1010

02:21:37.510 --> 02:21:38.300

Cooper City Hall: yes.

1011

02:21:38.800 --> 02:21:43.590

Cooper City Hall: enhance our ability to

1012

02:21:43.750 --> 02:22:06.189

Cooper City Hall: it. Would, I mean, in in theory we absolutely could for the next 2 years free up additional funding out of the general fund that we could assign for capital projects. It's not just the funding. What happens is if those are legitimate expenses which they are, and you're categorizing that money, even if you wanted to do that other. The other items on here. You can do them out of your general fund.

1013

02:22:06.190 --> 02:22:14.950

Cooper City Hall: and you don't have to report. This is the same reporting requirements. That's that's the whole point of the lost revenue at 10 million. Right? It's not that you're not going to necessarily do a project.

1014

02:22:14.950 --> 02:22:31.330

Cooper City Hall: but if you categorize it under the 10 million. You don't have to show any data for it right? Right? Although the these would be captured, not under lost revenue. I understand that. So you

have your 10 million, and then as much other general fund expenses you can categorize under approved categories you free up your money to use on. However, you want.

1015

02:22:31.390 --> 02:22:37.670

Cooper City Hall: That is correct. Definitely, we had this. I had this conversation many times. It didn't. It didn't get across.

1016

02:22:37.690 --> 02:22:40.110

Cooper City Hall: So now we're getting to it several years later.

1017

02:22:41.780 --> 02:22:42.720

Cooper City Hall: Okay.

1018

02:22:42.960 --> 02:23:03.919

Cooper City Hall: right? So wouldn't we shift as many of our current obligations? We've we're obligated on those we're paying them. We're not adding it. We're paying them right now we're gonna pay the police. So if we can categorize that on an appropriate category, we're freeing up that money absolutely. And and it can be absolutely those positions. It can be some of those items that were called out

1019

02:23:03.970 --> 02:23:17.889

Cooper City Hall: on those slides that Britta and Sandra put. But the Commissioner strategy your point absolutely. If that if you and your colleagues would like to designate some of that 1 point, one unallocated 1 million, we can. We can absolutely do that

1020

02:23:18.200 --> 02:23:21.460

Cooper City Hall: because you have how much that you need to allocate 1.1 million.

1021

02:23:21.580 --> 02:23:24.139

Cooper City Hall: Yes, sir, we got a lot of bathrooms to do.

1022

02:23:24.520 --> 02:23:51.399

Cooper City Hall: You could still do whatever you want. You just don't have to do it under the arpa guidelines. Same thing with the 1 million dollars for the affluent pump. You could still replace it. But you place that maybe through General Fund Loan over there, so that if there's legislation that legislation comes down where you can't transfer money correct. You're paying back a loan. Correct?

1023

02:23:56.420 --> 02:23:58.290

Cooper City Hall: Where are we?

1024

02:23:58.310 --> 02:24:00.630

Cooper City Hall: 3.1, please.

1025

02:24:00.990 --> 02:24:13.439

Cooper City Hall: Sandra and Brett. If we just note that we can, we can revisit that and look at some options as it relates, and Chief Digiovanni as well. We'll loop in on those discussions as well.

1026

02:24:13.550 --> 02:24:14.570

Britta Kellner: of course.

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02:24:14.700 --> 02:24:15.740

Sandra Urban: absolutely

1028

02:24:16.130 --> 02:24:24.029

Sandra Urban: so. 3 items on here are all previously expended.

1029

02:24:25.350 --> 02:24:28.369

Sandra Urban: not not to be expended in future.

1030

02:24:28.790 --> 02:24:34.970

Sandra Urban: There's slight differences covid leave cost reimbursements was originally

1031

02:24:36.060 --> 02:24:46.159

Sandra Urban: allocated for 44,000, with an actual \$41,484, no changes to the reimbursement for unemployment insurance

1032

02:24:47.170 --> 02:24:58.040

Sandra Urban: and the partial funding for the Communications Coordinator was originally 14,000, actual \$13,461, with no future anticipated expenses.

1033

02:24:59.170 --> 02:25:00.010

Cooper City Hall: You

1034

02:25:00.560 --> 02:25:03.149

Cooper City Hall: any questions up to this point? We're done

1035

02:25:03.510 --> 02:25:04.730

Cooper City Hall: hearing none.

1036

02:25:06.170 --> 02:25:08.849

Cooper City Hall: What action is needed on this right now.

1037

02:25:09.340 --> 02:25:24.500

Cooper City Hall: Yeah, Mayor, I you know, if if you would like, you know, certainly we've heard some good feedback, you know. Appreciate it also would suggest. You know, we've heard from a good suggestion related to the Bso. Piece. If you all would take some time, as it relates to the

1038

02:25:24.690 --> 02:25:38.550

Cooper City Hall: there's some of those other options that we might wanna think about for the for the 1.1 million that were that we included in the Powerpoint public space improvements and and whatnot. You know, I think.

1039

02:25:38.570 --> 02:26:02.560

Cooper City Hall: We don't have to decide all of that 1.1 million, as it relates to the immediate adoption of the budget. But we do have to really, you know, set a budget, and and I think we had some good feedback. We'll make some of those changes and modifications. Add some of those those tracking numbers that Commissioner Shrouder had mentioned. And if it's okay, you know.

1040

02:26:02.560 --> 02:26:32.169

Cooper City Hall: if if it. You know, I don't know if it requires a table, or we can just by consensus look to move it and bring it back to our our next meeting in February there is a motion on the floor, so that motion needs to be acted on one way or the other. A motion to table would be considered under proper tools to intervene motion. So if there was a motion to table, and it could be to a time uncertain to give your manager some flexibility to bring it back when the item is ready, for I'll move to table it. Do I have a second second any further discussion, hearing none. Call vote

1041

02:26:33.840 --> 02:26:39.989

Cooper City Hall: Commissioner Malos, Commissioner Casman, Commissioner Schroder, Commissioner Green, Mayor Ross.

1042

02:26:40.180 --> 02:26:44.580

Sandra Urban: Thank you. Britain. Thank you, Sandra, and thank you, John, thank you.

1043

02:26:45.160 --> 02:26:46.360

Cooper City Hall: Thank you.

1044

02:26:46.840 --> 02:26:51.149

Cooper City Hall: Moving back, if you will, to item number

1045

02:26:51.900 --> 02:26:53.000

Cooper City Hall: 5.

1046

02:26:53.120 --> 02:26:54.960

Cooper City Hall: No, yeah. 5.

1047

02:26:55.390 --> 02:27:00.149

Cooper City Hall: Motion to approve and authorize. We didn't do. Oh, we didn't do, too. My apologies.

1048

02:27:01.280 --> 02:27:04.920

Cooper City Hall: my apologies back to the budget, to actuals on Number 2,

1049

02:27:06.440 --> 02:27:11.630

Cooper City Hall: Irwin once again. maybe a few minutes later. But

1050

02:27:15.130 --> 02:27:33.930

Cooper City Hall: good evening, Commissioners. What I'm presenting tonight is the financial statements for the 12 months. End of September 30, fifth, 2023, which is our fiscal year. End. The format that I'm present tonight is the format, same as the external auditors will present to you when they submit. The auto report to you, probably at the end of March.

1051

02:27:34.990 --> 02:27:39.350

Cooper City Hall: and I wanted to just take you through the schedules. We're going to be looking at tonight

1052

02:27:40.610 --> 02:27:50.889

Cooper City Hall: on pages 3 and 4 will be looking at the government wide funds which are going to be our major funds and our non major funds. Our major funds are the General Fund Arpa

1053

02:27:51.040 --> 02:27:55.369

Cooper City Hall: and the Capital Improvement Fund, and all the other funds on our non-major funds

1054

02:27:56.260 --> 02:28:06.750

Cooper City Hall: and on pages 5 and 6, we'll be looking at the proprietary funds or enterprise funds, which is going to be for the parks, stormwater and the water and soar.

1055

02:28:07.520 --> 02:28:20.669

Cooper City Hall: and on pages 7 through 16. We'll be looking at the budget to actuals for each one of the specific funds where we can identify how we ended up at the end of the year budget against actual.

1056

02:28:21.470 --> 02:28:30.979

Cooper City Hall: So I'm gonna I'm and again, this is a very detailed format because it because it is the year end, and I will revise the format in future months.

1057

02:28:31.060 --> 02:28:44.499

Cooper City Hall: Now you're only getting September as of this point, because when I came in the bank, reconciliations were behind 4 to 5 months, which is an issue, because I can't present the current financials if I don't have all the accounts reconciled

1058

02:28:44.660 --> 02:28:53.820

Cooper City Hall: that is being that is being worked on right now, and the good news is is that by the end of February all the banks will be reconciled through the end of January 2024.

1059

02:28:53.890 --> 02:28:56.300

Cooper City Hall: We're making really good progress.

1060

02:28:56.430 --> 02:29:03.789

Cooper City Hall: We'll have November completed, probably by the end of this week and December, probably within the the week or 10 days after that.

1061

02:29:04.120 --> 02:29:22.429

Cooper City Hall: The only funds you will not see in your report in it is fiduciary funds, because we have not received back all the actual reports that we need to book the pension entries at the end of the year. Typically those will come in at the end of January, the first week of February, so we should have them for the next meeting with those fiduciary funds booked.

1062

02:29:23.510 --> 02:29:30.020

Cooper City Hall: So what I'd like to do is start on page number 4, which is our Government-wide financials.

1063

02:29:30.250 --> 02:29:35.450

Cooper City Hall: You'll see that for the for the 12 months, and at 9 30

1064

02:29:35.570 --> 02:29:42.119

Cooper City Hall: our revenues, ex revenues and transfers exceeded our expenditures by 4.1 million dollars.

1065

02:29:42.290 --> 02:29:54.989

Cooper City Hall: So what that means? If you look at the opening fund balance, we had opening fund balance of 15.5 million. and with the surplus we have an ending fund balance of 19.7 million as of the end of September.

1066

02:29:56.160 --> 02:30:02.990

Cooper City Hall: Now about 4 point. We're just looking at that 4.1 8 6 million. If you would turn to page 7,

1067

02:30:04.940 --> 02:30:09.459

Cooper City Hall: you will see the detail of what makes up that 4.1 8 6 million

1068

02:30:09.490 --> 02:30:17.499

Cooper City Hall: which is going to show our amended budget, our and our actuals. And you'll see in the second column is our amended budget, and our third column is our actuals.

1069

02:30:17.530 --> 02:30:21.859

Cooper City Hall: and the last column is the percentage of budgets. Of actual to budget.

1070

02:30:22.010 --> 02:30:32.640

Cooper City Hall: So if we look at our expenditures, the key thing we want to look look at here is that our actuals to a budget do not exceed 100%. If they do, it means we're not in compliance.

1071

02:30:33.390 --> 02:30:44.080

Cooper City Hall: And as you go down, if you if you go down to the debt service line, you can see that we're out of compliance on debt service, and that's because the city took out a line of credit of \$50,000

1072

02:30:44.350 --> 02:30:53.040

Cooper City Hall: and the legal fees to set up that line was \$37,000. Which and that that those legal fees were not budgeted for

1073

02:30:53.070 --> 02:31:05.959

Cooper City Hall: we we took out a line of credit was the line of credit that this the Commission renewed for emergency management needs for 15 million dollars. Those fees reflect bond council fees are not the fees to our office

1074

02:31:06.440 --> 02:31:07.470

Cooper City Hall: now I got it

1075

02:31:07.830 --> 02:31:25.960

Cooper City Hall: now, when I came in and saw where we're paying interest on this outstanding line, the first thing I did is so as instructed them to to repay the bank and and not have the open line of credit. We're still gonna pay the 4,000. We're still gonna pay the \$4,000 to keep the line open. But we're not going to use the line at this point.

1076

02:31:26.720 --> 02:31:36.620

Cooper City Hall: I don't. I know when it was set up, or why was set up, was before my time, so I can't answer the question. No, I voted against it. I think it was a loan vote. Sorry I voted against it.

1077

02:31:36.780 --> 02:31:38.629

Cooper City Hall: Okay, of course you do.

1078

02:31:41.080 --> 02:31:57.669

Cooper City Hall: Thank you for for that. Continue. The next line that you see is over is on the public works, on the Public works, property management, and that is because when the public Works director left, Tim stepped in as the interim director, but he was paid out of

1079

02:31:58.020 --> 02:32:13.439

Cooper City Hall: his department, not out of the directors department. So you notice that we're at 101% of budget there. But if you look 2 lines up at the Popup Works administration, you see, it's at 64% of budget. So it's just timing between which which departments the monies came out of

1080

02:32:13.460 --> 02:32:15.040

Cooper City Hall: in in the general fund.

1081

02:32:16.120 --> 02:32:24.790

Cooper City Hall: and you could see that if you look at the bottom, so you can see that for the year we had budgeted 39 million in revenues. We came into 41 million.

1082

02:32:24.850 --> 02:32:39.650

Cooper City Hall: and you can see that the bulk of that was we had franchise fees where we actually took in more than we had budgeted for, and then on the intergovernmental and charges for services exceeded budget, and that 4 million that's added to fund balance.

1083

02:32:39.920 --> 02:32:43.580

Cooper City Hall: How much of that is, Arpa? Not?

1084

02:32:44.690 --> 02:32:46.260

Cooper City Hall: And our present its own fund

1085

02:32:47.460 --> 02:32:54.709

Cooper City Hall: harp is not in the general fund. No arpus Fund 1 10, which is, which is a which is a special revenue fund.

1086

02:32:56.140 --> 02:33:14.280

Cooper City Hall: And and so 2. How much of that was more than we anticipated? You said. We anticipated revenues of 39, and we came in. So 2 million of that is more money than we anticipated should be. And then look at your expenditures, you'll see. Your expenditures were budgeted 41, and we came in at 38,

1087

02:33:14.300 --> 02:33:21.849

Cooper City Hall: so we had our expenditures came in lower, so, coupled with excess, revenue and expenditures that were lower than we had budgeted

1088

02:33:21.890 --> 02:33:32.450

Cooper City Hall: is what made up. It's 3 million dollars and change. And then we had transfers in for the other 1 million and made up to 4 million. What the half a million was, roughly with non apartment. Only now

1089

02:33:33.770 --> 02:33:40.849

Cooper City Hall: just trying to come up with the big you're looking at. The non departmental came in at half a million dollars less

1090

02:33:43.220 --> 02:33:50.439

Cooper City Hall: on the expenditures. Yeah, I not off the top of my head. But II could make a note and get back to you on that, so I can take a look at that.

1091

02:33:55.970 --> 02:33:59.849

Cooper City Hall: And then the other one is police. What do you know? Why that came in?

1092

02:34:00.040 --> 02:34:03.890

Cooper City Hall: I just wanna count the big ones that's like a half.

1093

02:34:04.290 --> 02:34:12.499

Cooper City Hall: No, never mind, that's but again it's it came into it came. It came in at 97% of budget. Yeah, I'm just wondering because they

1094

02:34:13.530 --> 02:34:16.060

Cooper City Hall: it's like contracted, you know.

1095

02:34:16.070 --> 02:34:38.570

Cooper City Hall: So alright, no problem. And the con, and the contracts a fixed fee. Right? We're paying the same. It's the same fee every month. Yeah. So I'm not sure if it was booked into a different month or something. But the key to as I'm looking here is, if a if a line within a budget is over, budget, I'm not too concerned with that. The main thing we have to look at is as department as a whole. Is that department over budget. If it's over budget to finding at the end of the year.

1096

02:34:38.570 --> 02:34:47.690

Cooper City Hall: So we want to make sure that we're not more than 100%. When we take a look at these at these individual line items. But I would also say, why is something significantly under?

1097

02:34:47.760 --> 02:34:52.539

Cooper City Hall: It would also say, why is something significantly under you've got?

1098

02:34:52.580 --> 02:35:12.699

Cooper City Hall: Well, if you look at the proper Works administration. That's a good example. Where the director left. We didn't. We didn't fill that position so obviously, salary makes up a big portion of whatever expenditures. Look at street maintenance 6.8. That's the 4 positions we budget that we didn't fund. I know. That's what I'm saying. That's a glaring when I'm looking down at this this sheet

1099

02:35:12.800 --> 02:35:18.090

Cooper City Hall: to me. That's like, why didn't we spend the money? We already know why. But

1100

02:35:18.170 --> 02:35:20.969

Cooper City Hall: I'm just saying, as as you look through this, this is

1101

02:35:21.310 --> 02:35:46.200

Cooper City Hall: and the other. The other thing is that when we talk about, you know, maybe some some municipalities try to shift between lines within the same department. I don't like to do that, because when you're budgeting for the next year, if you start shifting funds from one thing, you really don't know what your actual numbers are to budget, so I like to keep those where they are and not both them. The key again is as long as the department overalls. Not over budget. That's what the main thing that's the main aborts.

1102

02:35:47.380 --> 02:35:52.579

Cooper City Hall: If you could turn the page, let's take a look at the at the Building Services Fund

1103

02:35:52.810 --> 02:36:03.089

Cooper City Hall: page. I'm sorry. The next page page 8. Thank you. If you take a look, there's 3 line items that over budget. We've got repairs and maintenance. That was at 152% of budget. Page 6,

1104

02:36:03.220 --> 02:36:11.979

Cooper City Hall: pdf, 8. Oh, Pd, I'm on. Excel his. Pdf, yeah. Pdf, 8. If you're looking on the bottom of the page number, it's 6,

1105

02:36:13.600 --> 02:36:24.090

Cooper City Hall: you'll see that repairs are maintenance is a 152% of budget. That was because there was unbudgeted software that detects rental properties that I guess the Commission made the determination to purchase.

1106

02:36:24.180 --> 02:36:26.299

And that's the reason for that line.

1107

02:36:27.180 --> 02:36:37.730

Cooper City Hall: If we look at the next line for for other materials and supplies. When when I came in your fixed asset, the whole fixed asset system was a giant mess

1108

02:36:38.230 --> 02:36:52.459

Cooper City Hall: it. The the role forwards and the prior didn't bounce is depreciation schedules nothing in Bsna bounce to anything. So we spent a lot of time restructuring this and getting everything to roll forward properly.

1109

02:36:52.560 --> 02:37:04.839

Cooper City Hall: And as a result, certain items that have been capitalized that shouldn't have been capitalized had to be put back to an expenditure line, which is why you'll see overage on that 134 for that repairs and maintenance line.

1110

02:37:05.730 --> 02:37:08.600

Cooper City Hall: If you look down at the Capital Improvements line.

1111

02:37:09.210 --> 02:37:19.469

Cooper City Hall: you can see that we're 219% of budget. We had budgeted to buy one vehicle, and we bought 3. And the reason for that is is that in the building fund there's a rule that says.

1112

02:37:19.520 --> 02:37:40.090

Cooper City Hall: you know, you cannot keep more than 4 year. Carlos, you can correct me if I'm wrong, but it's an average of 4 years revenue the average of your 4 years, revenue on hand, anything over that you have to start refunding. So we spent the money so we wouldn't have to refund the money, and he bought vehicles that he needed. I think he bought a couple of FF. Trucks

1113

02:37:40.350 --> 02:37:42.810

Cooper City Hall: that made up those additional expenditures.

1114

02:37:43.210 --> 02:37:43.890

Thank you.

1115

02:37:45.240 --> 02:38:01.299

Cooper City Hall: If we turn the page, the other thing, as you'll see, utilities is under budgeted. They were under budget and most of the most of the, and I don't tip, you know. Really, I didn't understand it, because when when you see the budget next year, you will not see utilities lower than the year before, because they never go down, they always go up.

1116

02:38:01.360 --> 02:38:04.629

Cooper City Hall: So we'll we'll adjust that. We'll adjust that in the coming year.

1117

02:38:06.080 --> 02:38:14.719

Cooper City Hall: All the other, all the other funds were fine. You asked about Arpa, Commissioner. If you look on page number my page 12 at the bottom.

1118

02:38:15.200 --> 02:38:21.300

Cooper City Hall: there you'll see the the Arpa funds. You see, the revenues and expenditures are all balanced out to 0, which they have to be.

1119

02:38:32.200 --> 02:38:34.520

Cooper City Hall: If we turn to page 14,

1120

02:38:36.110 --> 02:38:38.559

Cooper City Hall: which is the parking lot fund.

1121

02:38:39.000 --> 02:38:46.580

Cooper City Hall: you will see there were a couple of expenditures, one significant, which is for professional services. We're 295% of budget.

1122

02:38:47.020 --> 02:39:00.040

Cooper City Hall: And that was because we had under budgeted lawn maintenance. It, it appears we signed a contract with a new vendor, and the scope of services were increased, and as a result that that increases about \$9,157.

1123

02:39:00.410 --> 02:39:06.249

Cooper City Hall: And we under budgeted the video monitoring because we had a delay in starting up the real-time Crime Center.

1124

02:39:06.410 --> 02:39:14.080

Cooper City Hall: We, the video monitor had to be kept on for a few extra months, which which? Counted for \$11,130 of expenditure.

1125

02:39:16.390 --> 02:39:18.769

Cooper City Hall: How much 1,000

1126

02:39:18.820 --> 02:39:21.370

Cooper City Hall: we wasted \$11,000.

1127

02:39:23.980 --> 02:39:25.560

Cooper City Hall: Another source subject.

1128

02:39:25.720 --> 02:39:35.450

Cooper City Hall: I mean, there was because of the lay of bringing the center up. They have to keep the the software for those additional months. I think it was a delay in the cancellation of the contract. Okay, right?

1129

02:39:36.580 --> 02:39:38.839

Cooper City Hall: Was the was the contract cancelled on time

1130

02:39:39.970 --> 02:39:48.199

Cooper City Hall: I thought I saw an email about the contract not being cancelled on time. Captain di Giovanni was the contract cancelled on time for the parking lot.

1131

02:39:49.420 --> 02:39:50.650

Cooper City Hall: Monitoring.

1132

02:39:53.280 --> 02:39:58.470

Cooper City Hall: Have a mic over there, so you don't have to do the walk up in the exercise.

1133

02:40:02.040 --> 02:40:17.520

Cooper City Hall: Good evening again, Commissioner Mayor. No, there! There was an actual time lapse. The budget, I believe public works had was based on our original projection, which I think was November 2022. But the center went live. And

1134

02:40:17.970 --> 02:40:21.869

Cooper City Hall: I think it was March of 2023.

1135

02:40:22.110 --> 02:40:32.440

Cooper City Hall: Some of that delay was tied to issues with acquiring the Internet services that we need, and so forth. But there was a delay that was not default to public works

1136

02:40:33.280 --> 02:40:50.849

Cooper City Hall: and chief, just and just again, II that's that same item that I think we, we came to the Commission and because of the real time Crime Center, we're now able, we we were able to shift the video monitoring service which was a cost over to our real time crime Center. So big picture.

1137

02:40:50.850 --> 02:41:09.200

Cooper City Hall: That was the plan just for clarity we did originally discuss, I think was a

1138

02:41:09.620 --> 02:41:23.850

Cooper City Hall: 30 or 60 day period. I have to go back to my records, but of overlap to ensure that we could provide the same level of service, and then once we verified that. Then we communicated to public works, and the contract was, I think, canceled in August of 2023,

1139

02:41:29.320 --> 02:41:48.470

Cooper City Hall: moving on to page 16, the last the last fund we had and split over just in the stormwater on personnel and service costs. We were at 103% of budget. That's because we had on 2 on budgeted items. There was longevity pay and vacation payout that had been unbudgeted, which caused a slight overage. And on that line, item.

1140

02:41:51.170 --> 02:42:04.049

Cooper City Hall: the the last couple of pages are the check register for the month of September, and I know, Commissioner Lowsy, you had some questions which we got back to you today on. So those will answer for you.

1141

02:42:04.300 --> 02:42:14.759

Cooper City Hall: and on the last page is the our interest income that was generated between October first, 2022, and September 30, 23.

1142

02:42:16.720 --> 02:42:24.599

Cooper City Hall: Any questions on this so far? Yes, yes. Where is our money? Currently? This is Florida Palm. How much is in Florida? Palm?

1143

02:42:24.620 --> 02:42:25.850

Cooper City Hall: Okay? So

1144

02:42:27.740 --> 02:42:31.770

Cooper City Hall: I prepared a little schedule that I'm going to hand to you right now.

1145

02:42:48.840 --> 02:43:04.369

Cooper City Hall: That's another.

1146

02:43:04.830 --> 02:43:09.950

Cooper City Hall: Remember that we did. You watch that meeting? 61

1147

02:43:10.220 --> 02:43:19.450

Cooper City Hall: Jacob, you remember that? Do you remember when Jacob, when when the last finance director moved all our money to stocks. I remember very well, Commissioner.

1148

02:43:19.740 --> 02:43:21.229

Cooper City Hall: Well, I guess we pass it.

1149

02:43:21.370 --> 02:43:25.890

Cooper City Hall: You advise me. Put all our money in stocks. No, okay.

1150

02:43:27.550 --> 02:43:36.680

Cooper City Hall: The 2 safest instruments that we can put our money in right now that gives us the highest return is on the Sbi Sba, Ig. IP. Funds.

1151

02:43:36.930 --> 02:43:50.740

Cooper City Hall: which is a like 4.9 2 right now, which is a pretty high return, and the other is on the Florida palm, which is the Intergovernmental Fund account. I'm sorry. How much was that return? Over 4.

1152

02:43:51.600 --> 02:44:02.260

Cooper City Hall: It's over 5 now, but back then it was was 4.4 point 9 2. Thank you. Which one is that versus Sonovis where we're getting 2.4 8% right now.

1153

02:44:03.060 --> 02:44:09.889

Cooper City Hall: So if we look at the Sba funds, and we look at the Florida for the pump at intergovernmental.

1154

02:44:10.070 --> 02:44:28.449

Cooper City Hall: We have no cap that is in our in our in our ordinance that says how much money we can keep in one specific institution, those 2 are unlimited. The only thing that Maxes out is the portfolio can may not be more than 50% in each one of those categories, but there's no limit that has to say it has to be 10%

1155

02:44:28.610 --> 02:44:33.039

Cooper City Hall: of our total funding in one bank. We don't have that in the ordinance. So we're okay on that.

1156

02:44:33.560 --> 02:44:39.999

Cooper City Hall: So what I would like to do is a couple things. One is I. We have money in bonds right now, which I don't think we should have.

1157

02:44:40.170 --> 02:44:53.210

Cooper City Hall: I really think we should move her over to the the bonds are at not a good vehicle right now for earning anything. and I think we need to move the money out of Sonovis and move it into our into one of those other accounts.

1158

02:44:53.560 --> 02:44:55.479

Cooper City Hall: So let let's

1159

02:44:55.580 --> 02:45:04.290

Cooper City Hall: walk me through this, Jacob. What was the name of that bank that that came in and offers the money market at

1160

02:45:08.340 --> 02:45:21.289

Cooper City Hall: wasn't a bank. It was an investment fund. I don't recall offhand. Let me see the one we authorized. It was. It was by. It was by motion. It was not TV bank. It was an investment fund.

1161

02:45:21.720 --> 02:45:28.310

Cooper City Hall: It was a money market, though. Yeah, it was getting like 5% deep.

1162

02:45:28.900 --> 02:45:30.570

Cooper City Hall: You were getting old at 5.

1163

02:45:32.270 --> 02:45:33.770

Cooper City Hall: That's interesting.

1164

02:45:36.140 --> 02:45:45.209

Cooper City Hall: As if we shift these funds around and to secure investments, we can generate probably another 2 or 300,000 minimum and additional interest income

1165

02:45:45.880 --> 02:45:49.199

Cooper City Hall: per year per year, which I would, which is what I would like to do.

1166

02:45:49.620 --> 02:45:59.120

Cooper City Hall: Well, are you talking about the one so under short term funds it says, 4.5 2, and this is as of February 1520 23. That might be the one.

1167

02:45:59.480 --> 02:46:06.560

Yeah. If you look on the right hand side, you could say I broke them down in the green, you could see which of the Spa accounts, which are the intergovernmental accounts.

1168

02:46:08.820 --> 02:46:18.399

Cooper City Hall: and the the rest of them are all Qpds. They're all. They're all qualified public depositories followed by public depository. What is that, Jacob?

1169

02:46:18.830 --> 02:46:33.140

Cooper City Hall: Qualified public? I'm familiar with the term. I'm familiar with it being a type of fund. It is a permissible investment vehicle from wasn't that the one that that the last finance director didn't want us to put the money in a qualified public.

1170

02:46:33.820 --> 02:46:35.890

Cooper City Hall: that may have been part of his recommendation.

1171

02:46:37.070 --> 02:46:39.099

Cooper City Hall: It is an available option to the city.

1172

02:46:39.170 --> 02:46:50.400

Cooper City Hall: It's it's a list of quote by the Federal Government. And it's really those banks are the most solid banks that where you're basically your principal is guaranteed, you don't have to worry about losing your principal.

1173

02:46:50.660 --> 02:46:56.290

Cooper City Hall: But all of them are Q. Pds that we have right now. Now, another thing I've done is.

1174

02:46:56.300 --> 02:47:00.599

Cooper City Hall: if you know right now. We have about 32 million dollars sitting in Bank of America

1175

02:47:01.430 --> 02:47:05.950

and collecting really no interest. So I called the bank earlier this week.

1176

02:47:05.960 --> 02:47:18.050

Cooper City Hall: I've asked them. No, we have to pay an analysis fee every month. There's probably about 5 or \$600 a month. but the money that we have accumulated the interest we collect offsets that fee every month.

1177

02:47:18.310 --> 02:47:30.150

Cooper City Hall: But what, I ask them is, how much does the minimum we have to keep in the bank account to cover that analysis Fee, and I'd like to open up another account which would be a money market sweep account

1178

02:47:30.260 --> 02:47:49.590

Cooper City Hall: so that it can accumulate interest, and as we needed an accounts payable rather than having to manually transfer it now, the bank will automatically sweep over what we need to cover the payables for that payroll for that run, and then but the intro, whatever's left so is accumulating interest in the money market account. Now they're supposed to get back to me by Friday or Monday

1179

02:47:49.800 --> 02:47:52.239

Cooper City Hall: with with with that calculation.

1180

02:47:53.140 --> 02:48:03.289

Cooper City Hall: You're awesome because we had a lot of discussion over this in the first place. Okay?

1181

02:48:03.590 --> 02:48:11.950

Cooper City Hall: And and II we it. It's important. Even though people leave. It's important. We recognize our mistakes and we identify those. Because.

1182

02:48:14.460 --> 02:48:26.949

Cooper City Hall: Jacob, if you can find member. I request an emergency meeting money into into stock. You did. I remember? Very well, Commissioner. I'm looking for them. And then we were told it was liquid that was likely just library 15.

1183

02:48:26.960 --> 02:48:44.040

Cooper City Hall: Huh? So Florida Palm was the company we hired to be an investment adviser. They made the recommendation recommended. We put money into an account that they manage, and they also make money on. So I wanna make sure I wanna see how much we have in with them. And I don't want them.

1184

02:48:44.300 --> 02:48:50.240

Cooper City Hall: and then we ordered them to move it over to money, Mark. So I want to make sure it was moved.

1185

02:48:51.380 --> 02:49:01.260

Cooper City Hall: If it wasn't. I want to file lawsuit against the gentleman who didn't move it because I told him I was gonna file lawsuit against him if he didn't move the money right? And you have 10 million right now in Florida palm.

1186

02:49:01.480 --> 02:49:07.639

Cooper City Hall: And and the rate, the rate is 4.5 2% is the average interest rate that we've earned on that account.

1187

02:49:08.240 --> 02:49:11.359

Cooper City Hall: And so it's it's definitely not a checking account that it's sitting up.

1188

02:49:11.860 --> 02:49:23.839

Cooper City Hall: No, it wasn't a checking. No, no, no, they put into an investment which was not public account and wasn't. Wasn't a qualified public depositor either.

1189

02:49:24.200 --> 02:49:28.839

Cooper City Hall: Yeah. And you know, I had the little print. You can lose all of all your money.

1190

02:49:29.920 --> 02:49:32.239

Cooper City Hall: but I thought we ordered the money to come out of there

1191

02:49:32.750 --> 02:49:35.070

Cooper City Hall: the next day. We

1192

02:49:35.180 --> 02:49:36.420

Cooper City Hall: had a meeting.

1193

02:49:37.100 --> 02:49:38.930

Cooper City Hall: I don't have all the information.

1194

02:49:39.160 --> 02:49:41.370

Cooper City Hall: but we had a meeting on February fourteenth.

1195

02:49:42.180 --> 02:49:49.039

Cooper City Hall: and you had an item that said motion to reconsider the movement of City investment funds to the Florida Palm Fund.

1196

02:49:49.520 --> 02:50:12.420

Cooper City Hall: It shouldn't be added

1197

02:50:12.440 --> 02:50:15.629

Cooper City Hall: to the City manager to authorize the

1198

02:50:15.660 --> 02:50:34.899

Cooper City Hall: Director of Finance to move that money out and get a higher interest rate, but to a qualified to public. Well, no. But if you see, if you go, if you go to the Sba and invested funds. That's probably the highest security you have.

1199

02:50:35.590 --> 02:50:37.310

Cooper City Hall: And and then.

1200

02:50:38.210 --> 02:50:41.650

Cooper City Hall: yeah, Cenovos, move that right right

1201

02:50:41.700 --> 02:50:50.779

Cooper City Hall: now, what this is pointing out is that we need to sit down and take this ordinance from 2,018, and probably rewrite this investment policy.

1202

02:50:50.830 --> 02:51:03.859

Cooper City Hall: maybe. But the truth is, we weren't even in compliance with it. So it wasn't like there was in those accounts, because we were in compliance with the ordinance. Well, not at all. Because if you re, if you look at how I broke it down. We only have 12 million dollars sitting in investments right now.

1203

02:51:03.860 --> 02:51:28.750

Cooper City Hall: It says you're not supposed to have more than 10%. Well, 10% is 1.2 million. So how can we have 10 million sitting in the account? I thought it wasn't. I thought there wasn't any particular investment. But okay, that's fine. Yeah, we can update it, whatever. The other thing, too, is the banking that we're doing with Bank of America that needs to go out we need to either get a new banking relationship because the fact that we're paying fees when we have this kind of money sitting in, and we're not sweeping it. So

1204

02:51:29.090 --> 02:51:56.030

Cooper City Hall: this is why I want to set up these, the the money market. Now, the only issue with changing banks right? I know it's a pain, but especially with all the Ach vendors and everything else. It's gonna be a lot of work to have to do that, but I already have. Next week I have us century coming in to meet with me next week. I'm waiting for the quote from Bank of America. Td. Bank wants to come in. I'm gonna meet with them also and see, because it's the best deal, and we have the loan with Td bank, and if it's

1205

02:51:56.030 --> 02:52:11.450

Cooper City Hall: permissible in our procurement, I think it wouldn't be a bad idea to maybe approach the Credit Union. Bright Star. only because they excuse me, mirrored. Yes, and my sincerest apologies. But I spoken to you earlier.

1206

02:52:11.450 --> 02:52:33.669

Cooper City Hall: Unfortunately, I have to jump on a conference call a work related conference call at 9 30. I asked for the Commission to please excuse me my apologies to the staff, but I've got to run to a conference call, and and and with that I had a Commissioner concern that I wanted you involved in. Do you have a minute or 2? Can we just break if if no one has a great difficulty. I just want to break.

1207

02:52:34.060 --> 02:52:35.600

Cooper City Hall: Why am I reverberating?

1208

02:52:35.700 --> 02:52:45.750

Cooper City Hall: Okay, happened several times this meeting. So you were not here, Commissioner Green, and and this is my Commissioner concern. I want that clear

1209

02:52:45.760 --> 02:53:02.210

Cooper City Hall: You were not at that meeting where we had voted regarding Form 6 to be included in the Y 0 to lawsuit. I was on the losing side of that. It was a 3 to one vote, so I cannot bring it back up.

1210

02:53:02.210 --> 02:53:20.520

Cooper City Hall: But I'm also understanding. Commissioner Charlotte, tell me if I'm wrong that you voted for it, but that you now have reconsidered not to have your name included individually. Am I correct? Jacob must have told you that way. You sound. It sounds like I told you that did not. But Jacob did. Okay.

1211

02:53:20.650 --> 02:53:28.440

Cooper City Hall: Yeah. Okay. So my, my, and and this is something that you were not here for I

1212

02:53:28.760 --> 02:53:57.060

Cooper City Hall: and as a Commissioner concern, if you will would like the input. But I can't bring it back up, so I'll bring it up as a concern for those, and you can't bring it back up, either. I understand, because you were not here, and you didn't vote on it. Would you like me to bring it back up? I would I would bring it back up. I thank you very much. So can I get that in written in stone that I thank you. No, we gotta put it on the agenda

1213

02:53:57.060 --> 02:54:14.359

Cooper City Hall: to be brought back up or on an emergency matter, because the litigation is gonna be filed within. Am I right? 10 days? Well, I received an email this afternoon from Jamie Cole, who's the lead litigator on the matter? And he advised, they intend to file the lawsuit by the end of next week.

1214

02:54:14.400 --> 02:54:34.810

Cooper City Hall: But let me ask you question the losses being filed in the city name for the individuals. Well, and I was gonna bring this up under the city attorney, report. The the city, having approved the resolution at the last meeting would be named as a plaintiff, and then now based on conversation. At the last meeting and subsequent conversations, Commissioner Katzman and Commissioner Malos would be named individually.

1215

02:54:34.910 --> 02:54:42.250

Cooper City Hall: if there's any interest in. you know, re tooling that approach, I'm certainly open to that conversation, but I would need further direction from the Commission.

1216

02:54:42.490 --> 02:55:03.059

Cooper City Hall: and I think, as a lawyer, you know it, that form 6 applies to individuals, not cities. I am concerned candidly for those who will vote for that because you're utilizing city money or lack of a better term, personal gain. And I know that's not the intent of the commission, but

1217

02:55:03.140 --> 02:55:08.850

Cooper City Hall: it's something that if you turn around and say, Well, I'll tell you what, let's do it, and I'll pay for it. Personally, I get that.

1218

02:55:09.000 --> 02:55:16.190

Cooper City Hall: But if you're using city funds, it's a concern that I'm bringing up. That's why. Thank you, Commissioner Malowski, that you have

1219

02:55:16.280 --> 02:55:40.599

Cooper City Hall: put it back on. I don't know, because at a timing we may need an emergency meeting. Let me let me ask this question. I can go either way. I don't really care. So if there is a desire for the Commission not to participate for the city of Cooper City not to participate in this lawsuit, it would require reconsideration of the prior action.

1220

02:55:40.620 --> 02:55:50.490

Cooper City Hall: That is not on the agenda tonight. Correct. So, Commissioner Malos, if it is your intent, and you were on the prevailing side to place a motion to reconsider that item on the next agenda that would be in order.

1221

02:55:50.770 --> 02:56:09.720

Cooper City Hall: If the Commission's desire is to move forward with the city as a named party plaintiff, no action be required. Again. Why, Serota already has the city in their roster and their 14 cities as a stand this afternoon, who have approved the resolution, and they expect there to be more. Can we do a consensus

1222

02:56:09.780 --> 02:56:13.109

Cooper City Hall: that we advise? Why, Serota.

1223

02:56:13.380 --> 02:56:34.180

Cooper City Hall: not to put Cooper City into? If if Commissioner Melosi, or another member of the Commission who is on the prevailing side of that vote, intends to put the item for reconsideration on the next agenda. I will ask Mr. Cole not to include Cooper City until that motion to reconsider, and further action is dispensed with. That's all that would be needed so. But I have a question.

1224

02:56:34.490 --> 02:56:35.600

Cooper City Hall: The

1225

02:56:35.710 --> 02:56:46.840

Cooper City Hall: you mean this. This whole thing has caused such a I don't know. Conundrum with so many cities, with

1226

02:56:47.030 --> 02:56:49.959

Cooper City Hall: people just getting up and leaving, etc.

1227

02:56:50.390 --> 02:56:55.150

Cooper City Hall: So we know that cities in general are having an issue with it. So

1228

02:56:55.260 --> 02:56:58.750

Cooper City Hall: if we withdraw as individuals.

1229

02:56:58.760 --> 02:57:27.890

Cooper City Hall: then we withdraw as a city as well. No, not necessarily. So. We're still going to be able to keep it as a city, but not as an individual. If we decide to withdraw you all individually, and choose, be it publicly or privately, whether you want to participate in this litigation. 2 of you, as we stand here tonight have asked to participate. The city of Cooper City, based on the prior action of the Commission, will be included as a plaintiff in that lawsuit.

1230

02:57:27.920 --> 02:57:37.470

Cooper City Hall: Unless this Commission takes further direction to revisit that position respecting Jeff's Commissioner Greens position, he's got to go.

1231

02:57:37.630 --> 02:57:58.870

Cooper City Hall: So what is that you're at? So what is it that you that the Commission desires of me at this point? No, I did have that conversation. I don't think the city's the right

1232

02:57:58.870 --> 02:58:10.180

Cooper City Hall: person, but I do think it is a legitimate expense of of Commissioner, so I think that we should cover the expenses of any commissioner who wants to file who wants to be part of that lawsuit

1233

02:58:10.180 --> 02:58:12.140

Cooper City Hall: because it it is

1234

02:58:12.270 --> 02:58:26.540

Cooper City Hall: definitely a public purpose, literally disclosures. You know, the reason they could do is they're saying it's a public trust you you're holding the office of a public trust. So if anyone wants to miss my position, if anyone wants to, I think it's a legit legitimate expense.

1235

02:58:26.870 --> 02:58:30.060

Cooper City Hall: But I don't think the city has standing.

1236

02:58:30.340 --> 02:58:45.240

Cooper City Hall: - and I'll tell you, Commissioner, the standing issue is an issue that we we and they have talked about at some length. Oh, huge issue. So. But I think the individual Commissioners have standing so. Yes, it's true, but include one or include 5. It's the same price, right?

1237

02:58:45.360 --> 02:58:49.940

Cooper City Hall: Well, we've opted. We voted to include

1238

02:58:49.950 --> 02:59:01.480

Cooper City Hall: the city adding names. It adds 0 cost to anybody. That's correct. But I would say, is number one. It affects the health, safety, and welfare of

1239

02:59:01.520 --> 02:59:04.930

Cooper City Hall: officers of the city. Directly

1240

02:59:04.980 --> 02:59:21.459

Cooper City Hall: it can. It could be a safety issue. It could. It has a lot of impacts, and in other cities it has caused mass resignations, I also think, and I've made this very clear that the League of cities. The Florida League of Cities has dropped the ball.

1241

02:59:21.620 --> 02:59:27.100

Cooper City Hall: I'm sorry, you know, as a colleague. They should have sued.

1242

02:59:27.430 --> 02:59:37.450

Cooper City Hall: They should have advocated on our behalf, and they dropped the ball. They don't seem to advocate for it, so we have to pick up the slack

1243

02:59:37.470 --> 02:59:46.070

Cooper City Hall: as cities that are represented by the League of Cities, and I feel strongly that we should take a stand against this.

1244

02:59:46.130 --> 03:00:01.049

Cooper City Hall: terrible. I'm not pulling back on this. You all can have a motion, I will vote against it, and

1245

03:00:01.440 --> 03:00:06.210

Cooper City Hall: the difficulties. If you go through the case law

1246

03:00:06.270 --> 03:00:13.059

Cooper City Hall: that is available and applicable, you'll find, and and Jamie Cole will tell you the same thing

1247

03:00:13.060 --> 03:00:37.099

Cooper City Hall: as most lawyers will. The cities don't have standard. And so then why is Jamie Cole suing? Because he knows he's misrepresenting his clients. He's not misrepresenting. He's enthusiastic and zealously representing the clients. He believes that because there's been a change, if you will, with the

1248

03:00:37.120 --> 03:00:39.349

Cooper City Hall: what we should be right to

1249

03:00:39.490 --> 03:01:00.959

Cooper City Hall: do. You talk about the right to privacy? Yeah, the right to privacy act. That's the difference between what happened originally, because this whole thing dates back to 1,974 from form, 1,976, and onward, and how 5 senators actually challenged the same thing that we're fighting on form 6 they lost.

1250

03:01:01.460 --> 03:01:09.080

Cooper City Hall: we lost. And and now now the city's he's he's having the cities pay for joining, knowing

1251

03:01:09.120 --> 03:01:23.319

Cooper City Hall: that it's a hard sell, because Form 6 is not applicable to the cities. They don't have standing. It's only applicable to the elected officials, but it directly impacts municipalities which I think gives them standing.

1252

03:01:23.340 --> 03:01:27.649

Cooper City Hall: Many cities are unable to function at this point because they have

1253

03:01:27.710 --> 03:01:33.980

Cooper City Hall: no more lost people. They they've lost enough people that they don't even have. So if if 3 of us resigned

1254

03:01:34.180 --> 03:01:36.390

Cooper City Hall: because we thought that this law

1255

03:01:36.550 --> 03:01:46.200

Cooper City Hall: was an invasion of our privacy, Cooper city would no longer function as a governmental entity. Therefore, is there anyone else doing a suit?

1256

03:01:46.500 --> 03:01:59.199

Cooper City Hall: Besides, there's not nothing I'm aware of, and there are 2, and and he needed 12 cities. He excuse me, he needed 10 cities. He's now up to 1214 as of this afternoon. Oh, there you go, including Cooper City.

1257

03:01:59.600 --> 03:02:11.619

Cooper City Hall: So I'm I'm only saying, and and I appreciate the fact that it will be brought back. Because he wants to file it, saying. Did you agree to that yet? Bring it back? Yeah, bring it back. Okay.

1258

03:02:11.640 --> 03:02:28.779

Cooper City Hall: So if if I made it so, I'm clear, Commissioner Malowski, there would be a motion to reconsider on the next agenda and and based on that direction. I'm going to advise Mr. Cole not to include Cooper City until after that motion is dispensed with. If if he feels compelled to file his lawsuit.

1259

03:02:28.790 --> 03:02:40.819

Cooper City Hall: he can file his lawsuit, and the city can always be added as a plaintiff. No, I don't. I don't agree with that. I think.

1260

03:02:41.660 --> 03:02:47.919

Cooper City Hall: My reason for joining isn't because I think it's it's for not joining isn't because

1261

03:02:48.630 --> 03:03:02.939

Cooper City Hall: It's just as an attorney myself. I think I would want to handle my own lawsuit, you know. But that's not that, you know. Not for any other reason for that. So I'm still gonna support

1262

03:03:03.570 --> 03:03:12.279

Cooper City Hall: the right to any commissioner to be to to join and us pay for it. The city pay for it. you know. And so

1263

03:03:12.410 --> 03:03:30.399

Cooper City Hall: I long way to get to. That's not my consensus, and I guess my question really is for you, Commissioner Maluzi, is whether you would like to add, because you you have the ability, under Robert's rules to add that motion to reconsider to the next agenda. And I'm just asking if that is your intent? Sure, I'm easy.

1264

03:03:30.720 --> 03:03:50.209

Cooper City Hall: I don't. I don't want to silence anyone, especially in there. Thank you very much. But the question is, does he have consensus to tell Jamie Cole not to name us, because the current well, in in individually, you, you can choose whether you want to be. But as a city. I don't want to be named unless the city is named

1265

03:03:50.670 --> 03:04:02.090

Cooper City Hall: right? So right now, no one's being, we're telling him he doesn't have consensus department. I do not. I do not hear consensus. No, he can't pause it.

1266

03:04:02.220 --> 03:04:03.469

Cooper City Hall: and that's where.

1267

03:04:03.950 --> 03:04:25.669

Cooper City Hall: And it was important that Jeff be here for that. Well, I mean then wait, because Jeff's coming back. He's not leaving for the night. I thought he was. No, I thought he was taking a call and then coming back. I don't know. I don't believe so. Oh, I have no idea. I mean, I guess. Look and see this cars there. I thought it was a thing it on his phone. I believe that it was at the office, so I could be wrong.

1268

03:04:25.900 --> 03:04:28.050

Cooper City Hall: Oh, I'm I have no idea.

1269

03:04:31.910 --> 03:04:33.369

Cooper City Hall: Oh, II

1270

03:04:33.480 --> 03:04:47.349

Cooper City Hall: III can certainly advise, Mr. Cole, that there will be a motion to reconsider on the next agenda given this discussion, I'm not comfortable telling him that that he does not have authority to include Cooper City based on the prior action of the Commission.

1271

03:04:47.660 --> 03:04:54.759

Cooper City Hall: What's the Downside?

1272

03:04:54.810 --> 03:04:59.359

Cooper City Hall: At this point? From my point of view there is, and what? What?

1273

03:04:59.380 --> 03:05:06.789

Cooper City Hall: Because I'm President of the Florida League of Cities, and I am. I am the Mayor of Cooper City. If Cooper City is included, they.

1274

03:05:07.530 --> 03:05:30.260

Cooper City Hall: Anyone can put the different hat on and say that I am part of the lawsuit. Oh, and that this and that the League supports it.

1275

03:05:30.570 --> 03:05:49.529

Cooper City Hall: The lead. The League doesn't want him us to sue, so just say you got no order from up. No, no, that is, that is not allowed to say right, that is not good. Good! Try I tell you what, let us let us continue. If you would, on this issue, we'll address it again back on Commissioner concerns, that's all.

1276

03:05:49.580 --> 03:06:03.079

Cooper City Hall: That was your Commissioner concern. Well, yeah, but your your, your yours is, we know I have one more believe it or not, but that will also give an opportunity. Maybe, Jeff, we'll come back. You're right. I don't know. Yeah, okay, Mr. Williams.

1277

03:06:03.340 --> 03:06:09.980

Cooper City Hall: can you get all this straightened out and maximize our investments. Yes.

1278

03:06:10.480 --> 03:06:25.540

Cooper City Hall: 2 other 2 other quick points I want to bring up. I would like to form a finance committee that would meet monthly. So any detailed questions could be hashed out in the Finance Committee, and then we can bring the summary financial to the Commission for approval.

1279

03:06:25.900 --> 03:06:35.650

Cooper City Hall: If everyone agrees to that, then I would have to have volunteers that would want to sit on on that committee kind of people would comprise of the committee that's up to you.

1280

03:06:35.790 --> 03:06:42.260

Cooper City Hall: What would traditionally be? Would it be elected officials that you want an advisory committee?

1281

03:06:42.390 --> 03:06:59.249

Cooper City Hall: Yeah. Advisory Board? Well, I want to be able to present the detailed financials line item by line. Item, you know, which you know, instead of having those come up at the At the at the Commission sunset. Our finance committee. There you go. That's all

1282

03:06:59.590 --> 03:07:00.640

Cooper City Hall: consensus.

1283

03:07:01.050 --> 03:07:09.239

Cooper City Hall: I'm okay with that, I'm fine. The people that are on there. Okay.

1284

03:07:09.270 --> 03:07:34.569

Cooper City Hall: resolution. If we could. If we need to amend the resolution and bring it back for you to consider your next meeting, we will do that.

1285

03:07:34.720 --> 03:07:44.529

Cooper City Hall: And the last point I want to make is if anyone would like to see any different format in the financial statements. My door is open. You can come in any time and meet with me if you sit down and go over it.

1286

03:07:45.730 --> 03:07:48.709

Cooper City Hall: Thank you. I have one question. Sure.

1287

03:07:50.060 --> 03:07:52.310

Cooper City Hall: Just in looking at the statements. I think it's page

1288

03:07:52.530 --> 03:07:53.940

to

1289

03:07:54.000 --> 03:07:56.570

Cooper City Hall: of the spreadsheet.

1290

03:07:56.950 --> 03:08:04.869

Cooper City Hall: I don't know if that's your page, too. Hold on 1 s the fun balance. I just wanted to know so how much?

1291

03:08:05.020 --> 03:08:06.509

Cooper City Hall: The fund balance is

1292

03:08:08.640 --> 03:08:11.150

Cooper City Hall: 24,024,000,000

1293

03:08:11.360 --> 03:08:13.629

Cooper City Hall: overall give or take

1294

03:08:13.850 --> 03:08:20.630

Cooper City Hall: in our government funds? Yes, 23.9 million. Yeah. And so it's a little under 20 million for the general fund.

1295

03:08:20.660 --> 03:08:24.710

Cooper City Hall: General fund is 19.7 right? And that's

1296

03:08:26.170 --> 03:08:46.440

Cooper City Hall: But that's not unencumbered. Right? Yeah. And if you look at you look above, you could say I actually broke it down so you can see all the fund balance the components. You can see what's committed, what's assigned and what's unassigned. It's under fund balance on on page 3, on the left hand side, at the bottom of the page. It'll list all the fund balances out.

1297

03:08:46.870 --> 03:08:52.730

Cooper City Hall: I remember Commissioner Schroeder, you brought up once before about that 3 million. Was it sitting in the emergency preparedness?

1298

03:08:52.810 --> 03:08:55.850

Cooper City Hall: Yeah. Yeah. And it is. I broke it up. You can see it there.

1299

03:08:56.790 --> 03:08:59.530

Cooper City Hall: On restricted.

1300

03:09:02.280 --> 03:09:04.979

Cooper City Hall: I'm sorry, Mr. Williams. What? Where? EF. 3

1301

03:09:05.310 --> 03:09:09.569

Cooper City Hall: pd, so what? Page? One spreadsheet page?

1302

03:09:09.930 --> 03:09:19.220

Cooper City Hall: Yeah. And and I also think there's a there's 450,000 to. I gotta find that we approved. You wouldn't see it in there. I don't think they transfer like they're supposed to

1303

03:09:19.670 --> 03:09:24.190

Cooper City Hall: for the future employee path. No, it was member we got that care's money.

1304

03:09:24.390 --> 03:09:32.059

Cooper City Hall: Yup, and we and we? I thought to get that like 400,000 or something like that. 300 committed.

1305

03:09:32.710 --> 03:09:43.850

Cooper City Hall: I mean, I committed to to restrict. Yeah, committed. I'll find it. If it's restricted, it's not typically a donor restriction. If it's committed, it means the Council's approved.

1306

03:09:44.190 --> 03:09:55.680

Cooper City Hall: has voted on it to commit those phones we voted on it, if it's assigned, is, here's what I'd like to. Here's what we'd like to spend it on. We're just going to sign it. It was committed by the Commission.

1307

03:09:55.700 --> 03:10:06.310

Cooper City Hall: revise the commitment, the same manner in which it was initially committed. And remember having that discussion. Yeah, remember, it's like 400 something 1,000 from cares. If it happened. But our last person never did it.

1308

03:10:06.490 --> 03:10:19.009

Cooper City Hall: They violated the law. So I'm going to find it. Maybe we can find it over to me, and I'll take a look. So so just going back, the unassigned is 19,379,944.

1309

03:10:19.660 --> 03:10:21.079

Cooper City Hall: Am I? Right? Yes.

1310

03:10:21.640 --> 03:10:28.019

Cooper City Hall: So that means we that money is free for or it's budgeted right? Well, you yeah. Well, you get your money up front

1311

03:10:28.320 --> 03:10:40.339

Cooper City Hall: from the taxes. Yeah, mostly. Yeah. You know, it's always in, especially in the fall months. We get all the ad valorem. We collect all the the money it sits in fun balance that we spend it out during the year. So I guess what I'm asking, what I'm trying to get to is like, how much money do we have

1312

03:10:40.360 --> 03:10:42.710

Cooper City Hall: in our piggy bank? That's not

1313

03:10:43.640 --> 03:10:45.070

Cooper City Hall: budgeted out

1314

03:10:45.430 --> 03:10:47.800

Cooper City Hall: so that we know encumbered

1315

03:10:48.370 --> 03:11:03.429

Cooper City Hall: well right now, if we have unassigned that 1919,000,000, that's our unassigned fund balance. Remember, every month that's gonna change. As we have a revenue and expenditures that balance is gonna shrink or increase. Right? I just want to know how much approximately is not

1316

03:11:03.510 --> 03:11:13.510

Cooper City Hall: encumbered budget. However, we want to call it well, basically what we know, how much money we can basically what would be our projected addition to fund balance at the end of the year.

1317

03:11:14.140 --> 03:11:37.009

Cooper City Hall: Like, how much? Yeah, like, how much can we budget for things that will improve the community that are not going to be so like last year. We, you know, we, we our revenues. We budget that 39 million, and we we brought in 41 million. So somewhere in that fund balance over that time period, there was a what would have been up front, probably when they collected the money there could have been a projected 2 million more.

1318

03:11:37.430 --> 03:11:56.110

Cooper City Hall: And I know it's a hard once you get into it. So when we get the financials, for, you know, up to January. Is there a way to come up with what we're

1319

03:11:57.940 --> 03:12:19.430

Cooper City Hall: yeah. If you want to know what your unrestricted fund balances as at that certain that point in time. Yes, we can give you that now. What our anticipated addition to fund balance will be at the end of the year. Well, we would have to do if we did that, we'd have to do a project. We'd had to take the actual numbers or projecting to the end of the year. And, Irwin, just for a rough estimate, you do have that on on page 2.

1320

03:12:20.060 --> 03:12:27.510

Cooper City Hall: We're on the line change in fund balance when we're looking at those across right because you and you had referenced early in your presentation.

1321

03:12:27.580 --> 03:12:54.629

Cooper City Hall: The general fund change in fund balance of the 4.1 8.1 million. Correct? Yeah, so that that as far as from the general fund, that's that's a rough est 4.1 but 2 2 of it was not spending on expenditures which we wouldn't have thought of. 2 of. It was extra additional revenue. Yes, sir, 1 billion was transferring from the other funds based on our cost allocation plan to get transferred in the fund balance for the general company expenditures of the other funds and departments. Yes.

1322

03:12:55.170 --> 03:12:56.040

Cooper City Hall: okay.

1323

03:12:58.100 --> 03:13:02.610

Cooper City Hall: any other questions. Yeah. So it was the sorry. I don't get the answer.

1324

03:13:02.650 --> 03:13:07.700

Cooper City Hall: And and if you don't have it tonight, it's okay. But I just want to know. How was it? 4 million that I hear?

1325

03:13:07.900 --> 03:13:31.989

Cooper City Hall: Last year we added 4 million 2 million of it was from savings and expenditures. The other 2 was from an under projection on revenue, the 1 million was trans presented absolutely unassigned, unassigned fund balance and recreation investments.

1326

03:13:32.170 --> 03:13:58.199

Cooper City Hall: Yeah. And another thing we will do at the end of March is we will do. We will take the actuals to the end of March, and project the actual end of the year to see where we're going to end up. So we can term into our starting point for budgeting, for the coming. How we're doing with the budget,

or we over under. And if we're over, I mean under, maybe we can, additional projecting that you probably in the April financial presentation.

1327

03:13:58.200 --> 03:14:06.780

Cooper City Hall: I'll have enough time. We'll have 6 months into the belt, which we need to really do the projections out to the end of the year. Thank you. Any other questions.

1328

03:14:07.780 --> 03:14:17.930

Cooper City Hall: hearing none. Thank you very much. Thank you. Great John. We're on the consent. Agenda. Do I have a motion by Commissioner Melosi, second by Commissioner Katzmann. Call the vote

1329

03:14:19.390 --> 03:14:24.890

Cooper City Hall: Commissioner Wolsey, Commissioner Katzmann, Commissioner shrouder. Yes, Mayor Ross. Yes.

1330

03:14:25.060 --> 03:14:31.860

Cooper City Hall: Moving on. Time number 504. We discussed. We discussed going forward the utilities ones.

1331

03:14:32.850 --> 03:14:35.210

Cooper City Hall: You want to adjust that. Yeah.

1332

03:14:35.490 --> 03:14:49.080

Cooper City Hall: the utilities job descriptions bring the pillows. No, no, no, we discussed, not tabling those and going through utilities. Only, yeah. Well, let me just tell you the ones the okay. Well, let me tell.

1333

03:14:49.110 --> 03:14:51.220

Cooper City Hall: And then he can agree or disagree.

1334

03:14:51.740 --> 03:14:53.870

Cooper City Hall: The

1335

03:14:54.950 --> 03:15:02.379

Cooper City Hall: I'm gonna read them off, and then you can career disagree. So the chief plant operator

1336

03:15:08.440 --> 03:15:15.140

Cooper City Hall: field Operations superint Field Operations superintendent is filled right now, right? There's not a vacancy in that right.

1337

03:15:16.390 --> 03:15:34.199

Cooper City Hall: That's a question for the manager. I'm sorry. Field Operations superintendent. Is there a vacancy in that or no field Operations superintendent? I mean, good evening, Commissioner. City Manager. There is no vacancy on the paper plan operation superintendent. Is there a vacancy in that? That one is vacant? Okay, so that one

1338

03:15:36.400 --> 03:15:44.689

Cooper City Hall: you have vacancies and treatment plan operator, trainee. We do that one treatment, one trainee training

1339

03:15:44.810 --> 03:15:47.149

Cooper City Hall: trainee. We do. Yes.

1340

03:15:47.280 --> 03:15:55.760

Cooper City Hall: Mr. Homie, which positions would help you to get approved tonight. Superintendent position chief planned operator for wastewater.

1341

03:15:56.300 --> 03:16:05.330

Cooper City Hall: and you know, trainees and plant operators. And I believe we have mechanic supervisor as well as vacancies.

1342

03:16:05.440 --> 03:16:12.369

Cooper City Hall: I think those are most critical, and we are in the recruitment process for

1343

03:16:12.450 --> 03:16:16.230

Cooper City Hall: 3 vacancies that we have electrical supervisor position

1344

03:16:16.440 --> 03:16:26.080

Cooper City Hall: utilities, coordinator and admin specialist. Okay, let me read the ones that that Lordis sent me

1345

03:16:28.150 --> 03:16:33.060

Cooper City Hall: assistant utilities, director, chief plan, operator, engineering inspector.

1346

03:16:33.470 --> 03:16:38.369

Cooper City Hall: elect, Electrician, Assistant, electrician, supervisor

1347

03:16:40.340 --> 03:16:46.610

Cooper City Hall: electrician, assistance, part Time, position, utility, supervisor utilities, mechanic training.

1348

03:16:46.770 --> 03:16:49.329

Cooper City Hall: utilities. Mechanic. 2.

1349

03:16:50.790 --> 03:17:09.369

Cooper City Hall: Yes, ma'am, can you send those to us to board? Those position were not impacted as far as licensure, so the modification is more towards, you know, superintendent, operation operators, position and chief plant operator.

1350

03:17:09.510 --> 03:17:14.010

Cooper City Hall: Alright, let me let me take them one by one. Actually, okay, so I'm gonna move

1351

03:17:14.710 --> 03:17:19.100

Cooper City Hall: chief plan operator. Alright, I'm gonna move to approve that

1352

03:17:19.700 --> 03:17:28.279

Cooper City Hall: that job. The first one he mentioned might be the first one he mentioned. But look at all these pages.

1353

03:17:29.250 --> 03:17:42.470

Cooper City Hall: Okay, you wanna you want to look over with me?

1354

03:17:42.870 --> 03:17:47.240

Cooper City Hall: yep, motion to approve this

1355

03:17:47.400 --> 03:17:49.459

Cooper City Hall: good job description. Yeah.

1356

03:17:49.470 --> 03:17:51.890

Cooper City Hall: do I have a second to that.

1357

03:17:52.060 --> 03:17:56.180

Cooper City Hall: Any further discussion, hearing none call to vote. No, there is discussion.

1358

03:17:57.010 --> 03:18:01.819

Cooper City Hall: Excuse me. Second for discussion. Second discussion, discussion. Commissioner Charter.

1359

03:18:03.610 --> 03:18:14.309

Cooper City Hall: just waiting for Commissioner Malauulu. That's alright. But I have Commissioner making the motion. So he goes first.

1360

03:18:14.940 --> 03:18:16.550

Cooper City Hall: Mr. Shard, or anything.

1361

03:18:16.830 --> 03:18:25.229

Cooper City Hall: Okay. Now, Commissioner Melosie, I'm still looking for which one it is sorry, so I'll give you the time and move on to Commissioner Catchment.

1362

03:18:26.200 --> 03:18:26.920

Cooper City Hall: So.

1363

03:18:27.720 --> 03:18:29.679

Cooper City Hall: still looking at it.

1364

03:18:30.700 --> 03:18:32.549

Cooper City Hall: sorry I just opened it.

1365

03:18:40.010 --> 03:18:47.670

Cooper City Hall: I'm fine. Mr. Catherine's good. So just waiting on, I know I'm good, and we're waiting on Commissioner Malachi.

1366

03:18:48.120 --> 03:18:55.889

Cooper City Hall: What was the chief there we go. Okay.

1367

03:18:56.160 --> 03:18:59.640

Cooper City Hall: in which one to the nightingale.

1368

03:19:01.620 --> 03:19:02.570

Cooper City Hall: I would.

1369

03:19:02.700 --> 03:19:09.799

Cooper City Hall: I only had 2 corrections.

1370

03:19:09.860 --> 03:19:16.139

Cooper City Hall: The second bullet point I'm I'm assuming, it says, ensure safe and effective operation of

1371

03:19:16.250 --> 03:19:35.379

Cooper City Hall: plant facilities, not plan facilities. Okay? And then 1, 2, 3, 4, 5, 6, 7, 8, bullet point. Assist in formulating and implementing implementing instead of operations rules. It should be operation rules.

1372

03:19:35.750 --> 03:19:40.619

Cooper City Hall: in my opinion. So deleting an S.

1373

03:19:40.790 --> 03:19:41.710

Cooper City Hall: So

1374

03:19:41.990 --> 03:19:51.879

Cooper City Hall: operations, rules, methods, and then hold on. Let me go to the back

1375

03:19:51.930 --> 03:19:53.660

Cooper City Hall: and

1376

03:19:54.260 --> 03:19:57.539

Cooper City Hall: okay, wait. Wait.

1377

03:19:57.560 --> 03:20:06.889

Cooper City Hall: No. So here's another thing that this is the bane of my existence. I'm not gonna lose my mind right now. Half of them say

1378

03:20:07.520 --> 03:20:09.819

Cooper City Hall: high school diploma or equivalent.

1379

03:20:09.870 --> 03:20:30.150

Cooper City Hall: this one high school graduation or possession of an acceptable equivalency diploma. I need consistency. This. This haphazard is driving me insane. So this needs to be the same throughout. Sorry? Well, I know it's for Lortis, but I'm I'm direct position you're referring to

1380

03:20:30.300 --> 03:20:54.310

Cooper City Hall: doesn't make a difference. All of them need to say, the same exact operator, and under education, experience, high school graduation, or possession of an acceptable equivalency diploma. But half of the other job requirements, say high school diploma or equivalent, which is what do you? I would say the second one makes, I would say, the second one makes more sense.

1381

03:20:54.320 --> 03:21:01.059

Cooper City Hall: but there's no

1382

03:21:01.130 --> 03:21:18.540

Cooper City Hall: that. And then there was one more hold on. Let me just double check, because I may not have I got sick and try. It is circling. I went through a whole pencil. It's still on the Cpo. Right? You're still on the chief plant, what have you? And then the but while she's looking at point of information for Mr. Horowitz. Yes.

1383

03:21:18.540 --> 03:21:38.369

Cooper City Hall: if any changes, for example, will Commissioner Malowski noticed, like the T. Was missing, can those edits be made without notice, something down the line

1384

03:21:38.390 --> 03:21:42.860

Cooper City Hall: we need to address. And then another point of

1385

03:21:43.120 --> 03:21:45.260

Cooper City Hall: contention is.

1386

03:21:46.930 --> 03:22:14.579

Cooper City Hall: I can't give you the the exact percentages, but some of them are possessed, or be able to obtain a valid state of Florida driver's license within 30 days of hire. Some of them have it, some of them say must have. But yet I have. You're right. So if you look at what she's saying there, under the first under qualifications, I have no problem with it. I, but I think it should be so. It says, possess, or able to obtain. To go to the next paragraph. It says.

1387

03:22:14.790 --> 03:22:22.330

Cooper City Hall: second license must have a state of Florida drivers license with good driving record. Right? This is a bad congruent well, what it is called bad copy paste.

1388

03:22:22.360 --> 03:22:37.050

Cooper City Hall: Well, there the whole document is bad copy paste. I'll do that during my commissioner's concerns. Don't get me started there, but so I don't one get rid of one. Add both. Make them the same. Figure it out. What do you want?

1389

03:22:39.120 --> 03:22:40.070

Cooper City Hall: I think.

1390

03:22:41.370 --> 03:22:44.380

Cooper City Hall: Shouldn't say that to you. No.

1391

03:22:44.540 --> 03:22:54.470

Cooper City Hall: sorry. Let me let let them go. No, no, no, let them go first. Go ahead, Jacob.

1392

03:22:55.630 --> 03:23:04.499

Cooper City Hall: The second sentence says, valid state of Florida drivers license with good driving record. What is that? That's Craig?

1393

03:23:04.850 --> 03:23:17.120

Cooper City Hall: It forces you to make interpretation as to what a good drive. So let's take out that second sentence. I'm at the set, the one on the second paragraph, and leave

1394

03:23:17.190 --> 03:23:25.419

Cooper City Hall: possesses, or able to obtain, a valid state of Florida driver's license within 30 days of hired. Okay? Well can can I interject?

1395

03:23:25.810 --> 03:23:31.300

Cooper City Hall: There are several of these in here and again. Bad copy and paste, and I'm not going to lose my mind now.

1396

03:23:32.130 --> 03:23:36.800

Cooper City Hall: like the person that drives the bus for the the

1397

03:23:38.010 --> 03:23:44.639

Cooper City Hall: what's the prop? I don't. What's the present is that the proper term? Now we have an Advisory Board for seniors. Okay for the seniors.

1398

03:23:46.000 --> 03:24:09.020

Cooper City Hall: They don't have to have a clean driving record. Oh, it's not on there, but wait. And why is it their job is to drive? You have 30 days to get that license. So what I get to employ you to drive? Oh, but you don't have to do your job for the first 30 days again. I'm not gonna lose my mind. But let me give you the the counter to that relocate here.

1399

03:24:09.760 --> 03:24:19.069

Cooper City Hall: It would they could. They'd have a valid license. So then you could just say a valid driver's license must be state of Florida within X. Because legally, Chief

1400

03:24:19.990 --> 03:24:27.509

Cooper City Hall: di Giovanni. when you move here, and I'm not going to say which of our department heads I saw with the wrong license plate.

1401

03:24:27.700 --> 03:24:36.430

Cooper City Hall: But when you move here you have what is it? 2 weeks till you reregister your car and and change your your license.

1402

03:24:37.710 --> 03:24:39.890

Cooper City Hall: 10 for address.

1403

03:24:40.190 --> 03:25:01.870

Cooper City Hall: That was that lady we have from Canada right? That had the license plate. I didn't say who it was that was the assistant saying who it is. But I am saying that legally anyone that lives in this State has to, unless you are military, or, if you are a student, cause you're here for college, and you you don't necessarily live here per se.

1404

03:25:01.970 --> 03:25:05.770

Cooper City Hall: But other than that you legally have to. So I don't know if with Jacob.

1405

03:25:07.250 --> 03:25:33.950

Cooper City Hall: because by law they have to change their license, no matter what. Okay. But how do I do? I need to put that in it by law. They need to do it. No possesses or able to obtain a valid driver. I want him. I pay him a lot of money as evidence by my payroll checks. The answer is, you are not required to put a legal obligation of an employee in a job description. They're legally obligated to comply, because, no matter what it's covered under him.

1406

03:25:34.090 --> 03:25:47.999

Cooper City Hall: what Florida law covers any statutory requirement, it does not need to be any job description. But the driver's license does. There's not a requirement driver's license. That is a policy issue.

1407

03:25:48.540 --> 03:25:53.440

Cooper City Hall: So but again, it's weird. How within 30 days, okay, by data hire.

1408

03:25:53.830 --> 03:25:55.270

Cooper City Hall: Take out the 30 days.

1409

03:25:55.320 --> 03:26:02.790

Cooper City Hall: There you go by date of hire. I'm okay with that possesses are able to obtain a valid state of Florida driver's license by data hire no problem.

1410

03:26:03.090 --> 03:26:18.450

Cooper City Hall: and that should be throughout every single one. No argument. And does this have all the dots? Yes, we have all of our periods with the any other. With all of that that I'm I'm good for that with the who's the scrivener who took all that down

1411

03:26:19.130 --> 03:26:35.650

Cooper City Hall: hopefully. Someone wrote all that down. I'm taking my notes, but I'm not the one who edited or drafted any of these job descriptions. So I'm taking my notes to confirm the changes are made. But I would defer to your professional staff. Who's the scriveners of the documents

1412

03:26:36.050 --> 03:26:44.199

Cooper City Hall: with those changes as the motion has been made. Ask whoever the scrivener is, if they got the changes there.

1413

03:26:44.480 --> 03:26:45.750

Cooper City Hall: should we bundle them?

1414

03:26:47.090 --> 03:26:59.690

Cooper City Hall: She can refer to anyway.

1415

03:26:59.780 --> 03:27:11.209

Cooper City Hall: With the amendments as made you accept those amendments on your motion, and Commissioner Malos, you second that as well. But you've made the changes, anyway. Call the vote

1416

03:27:12.460 --> 03:27:24.600

Cooper City Hall: Commissioner Malos. Yes, Commissioner Kasman. Point of information. Are we voting on one job description? We don't want to do them as a group. Yes.

1417

03:27:25.190 --> 03:27:28.059

Cooper City Hall: spent hours alright, Commissioner Schrader. Yes.

1418

03:27:28.520 --> 03:27:39.609

Cooper City Hall: next most critical position you have that need you need to find Superintendent.

1419

03:27:41.160 --> 03:27:45.639

Cooper City Hall: plan, operation, Superintendent

1420

03:27:47.200 --> 03:27:49.690

Cooper City Hall: Plant. Oh, look at that! I found it quickly.

1421

03:27:49.830 --> 03:27:55.529

Cooper City Hall: Spin them all out. Quick! Wait! I have the motion. Do I have a second? I have a second go.

1422

03:27:57.390 --> 03:28:03.339

Cooper City Hall: You know we start. You made the motion, I know, but he didn't have anything. He's waiting on you.

1423

03:28:03.460 --> 03:28:18.800

Cooper City Hall: On the second page the third bullet point functions as purchasing agent for supplies, comic chemicals, and equipment for plant operations. There's a semicolon. It should be another bullet point, and it should be assists

1424

03:28:18.930 --> 03:28:24.489

Cooper City Hall: in preparing agenda items right there, in my opinion.

1425

03:28:24.650 --> 03:28:33.979

Cooper City Hall: So that is one. The the license needs to be changed. Okay, the licensing is, gonna say

1426

03:28:34.200 --> 03:28:58.699

Cooper City Hall: the same that we had as the last one. That's gonna be standard, a valid state of Florida drivers correct. And then the high school graduation needs to be changed because it's that same, the same one that we use the last high school diploma equivalent is what we said. And then I'm good with all the periods. And I had the working conditions.

1427

03:28:58.940 --> 03:29:00.839

Cooper City Hall: And I am okay. Thank you

1428

03:29:00.880 --> 03:29:05.669

Cooper City Hall: with those changes you accept, the motion is is made with the changes.

1429

03:29:05.820 --> 03:29:13.760

Cooper City Hall: Yeah, okay? And you, of course, segment it. There's also a space on tracks on page 2. It just needs to have a backspace

1430

03:29:13.900 --> 03:29:37.080

Cooper City Hall: where

1431

03:29:39.420 --> 03:29:41.689

Cooper City Hall: I mean, next, most important

1432

03:29:42.910 --> 03:29:44.630

Cooper City Hall: mechanic supervisor.

1433

03:29:44.850 --> 03:29:49.190

Cooper City Hall: I believe it's titled as a supervisor, mechanical supervisor.

1434

03:29:49.220 --> 03:29:55.899

Cooper City Hall: client, supervisor utility supervisor. No, we just did that, I think. No, we didn't.

1435

03:29:56.630 --> 03:30:02.549

Cooper City Hall: Nope utility Supervisor. Okay, question under you. Hold on.

1436

03:30:14.800 --> 03:30:16.120

Cooper City Hall: What's before it.

1437

03:30:17.660 --> 03:30:20.180

Cooper City Hall: We're on. We're on the email, so

1438

03:30:20.870 --> 03:30:24.149

Cooper City Hall: we can't tell you don't know which one's before it

1439

03:30:24.480 --> 03:30:30.419

Cooper City Hall: cause they're separate. I could do a find.

1440

03:30:30.940 --> 03:30:33.170

Cooper City Hall: huh? Like in the

1441

03:30:34.340 --> 03:30:37.530

Cooper City Hall: that. The utilities. Coordinator.

1442

03:30:37.910 --> 03:30:43.790

Cooper City Hall: Tony's supervisor. I'm looking. Yeah. Utility supervisor woo

1443

03:30:54.890 --> 03:30:59.590

Cooper City Hall: motion to approve. Second, and I think the word in superintendents, madam.

1444

03:31:00.990 --> 03:31:03.110

Cooper City Hall: maybe not. I don't know

1445

03:31:04.460 --> 03:31:10.240

Cooper City Hall: there's some spacing issues that just

1446

03:31:11.890 --> 03:31:23.529

Cooper City Hall: I've got a motion to approve. Do I have a second with the with the language the drivers licensing high School, the high school diploma. If there is one.

1447

03:31:24.070 --> 03:31:32.950

Cooper City Hall: Okay, there is, it's in there, and I'm okay. Those are the only 2 on that one. The end ones weren't as bad as the beginning ones.

1448

03:31:33.260 --> 03:31:38.450

Cooper City Hall: Commissioner Balozi. Yes, Commissioner Cassman, Commissioner Schrader, Mayor Ross.

1449

03:31:39.670 --> 03:31:42.970

Cooper City Hall: I mean, next most important one top are those

1450

03:31:43.150 --> 03:32:01.470

Cooper City Hall: treatment plan operators. Yes, sir.

1451

03:32:01.640 --> 03:32:06.350

Cooper City Hall: yeah. Treatment plan. It starts with T treatment plan, operator training.

1452

03:32:07.030 --> 03:32:14.319

Cooper City Hall: You're talking about the treatment plan operator, one.

1453

03:32:15.260 --> 03:32:22.670

Cooper City Hall: Lisa toward the back. Yeah. Well, I'm going under T treatment plan operator 2 is right there. Hold on

1454

03:32:23.420 --> 03:32:27.050

Cooper City Hall: treatment plan operator, one gotcha.

1455

03:32:28.340 --> 03:32:29.489

Cooper City Hall: It's almost at the end.

1456

03:32:31.990 --> 03:32:43.820

Cooper City Hall: So we're going to take out that we're going to swap out the driver's licensing for the right thing. And it's it already has the high school diploma or equivalent. So we're okay with that, and it has the commercial driver's license class. B.

1457

03:32:44.340 --> 03:32:50.010

Cooper City Hall: No, I don't see that. No, it does. Under education and experience qualifications for show me right here.

1458

03:32:50.180 --> 03:32:50.870

Cooper City Hall: True.

1459

03:32:51.660 --> 03:32:57.579

Cooper City Hall: there's also no. Then I'm on a different one than you are. But it says, treatment, plan operator 10, it's training.

1460

03:32:57.790 --> 03:32:59.250

Cooper City Hall: Oh, sorry

1461

03:32:59.450 --> 03:33:12.290

Cooper City Hall: in the word, Doc, if you just do a spell, check, it has like extra spaces. Yeah. But even if you do a spell check on some of them because some of them are spelled properly. They're just used improperly entry, level training position. And then

1462

03:33:12.620 --> 03:33:23.520

Cooper City Hall: chores, including in one of the bullets. There's too many spaces. Okay, so the High school diploma is different here. and the driver's license. I'm looking okay.

1463

03:33:23.640 --> 03:33:32.899

Cooper City Hall: Motion approve with the high school diploma and a corrected language and driver's license correctly. Language and spacing is, you have a second second

1464

03:33:33.130 --> 03:33:37.319

Cooper City Hall: and the spacing. Go ahead and call the vote.

1465

03:33:39.210 --> 03:33:41.050

Cooper City Hall: Commissioner Malonezzi. You said, yeah.

1466

03:33:42.700 --> 03:33:55.050

Cooper City Hall: Commissioner Malos, I was asking if you did the second I did the second. I'm sorry. Now. Call in the vote, Commissioner Malos. Yes, Commissioner Katzmann Commission Schrouter, Mayor Ross. Yes.

1467

03:33:55.530 --> 03:34:08.110

Cooper City Hall: motion plan operator.

1468

03:34:08.480 --> 03:34:13.489

Cooper City Hall: Do I have a second second my commission, Melosie. Sorry

1469

03:34:14.370 --> 03:34:24.910

Cooper City Hall: I have to go back. Mr. Shardi. Have anything on that. Didn't think so. We'll wait for?
Yeah. So it it's

1470

03:34:25.690 --> 03:34:38.709

Cooper City Hall: yeah. The driver's licensing. You're gonna change that out. But it's no it, because on this one given, if you have a Cdl. But you still need to say, must possess a valid get rid of the good record thing.

1471

03:34:38.980 --> 03:34:42.489

Cooper City Hall: and do the language you've been talking about by heart, you know.

1472

03:34:43.730 --> 03:34:47.429

Cooper City Hall: and and it has the high school diploma or equivalent.

1473

03:34:47.560 --> 03:34:48.570

Cooper City Hall: Okay?

1474

03:34:49.620 --> 03:34:57.659

Cooper City Hall: And has the periods. And I don't have improper spacing on this one

1475

03:34:57.940 --> 03:35:09.359

Cooper City Hall: Commissioner Malos. Yes. Commissioner Cassman, Commissioner trowder. Yes. Mayor Ross. Yes. Okay. Next, one motion of group treatment operator, 2. Plan operator, 2. Treatment plan operator, 2.

1476

03:35:09.470 --> 03:35:10.370

Cooper City Hall: Second

1477

03:35:12.640 --> 03:35:24.320

Cooper City Hall: anything, Commissioner Malosi? we have the equivalent. We have to change the driver's license because it has the the class B, but we still have to preface it by the other one.

1478

03:35:25.040 --> 03:35:28.610

Cooper City Hall: And that was all. Yeah.

1479

03:35:29.580 --> 03:35:33.050

Cooper City Hall: with those changes you accept the okay.

1480

03:35:33.170 --> 03:35:34.289

Cooper City Hall: Call the vote

1481

03:35:34.510 --> 03:35:42.390

Cooper City Hall: Commissioner Malos. Yes, Commissioner Cassman. Yes, Commissioner shrouder. Yes, Mayor Ross.

1482

03:35:42.850 --> 03:35:47.809

Cooper City Hall: that one I don't think we need to change right now, I mean. Well, I have a lot of changes on that. But

1483

03:35:57.720 --> 03:36:07.409

Cooper City Hall: alright. no, I'm just telling you the order that you yeah. And then that's it. Mechanic 10, mechanic one. Okay. Utilities mechanic. Oh, yeah.

1484

03:36:18.040 --> 03:36:43.619

Cooper City Hall: I just want to know what. Since we're out in public

1485

03:36:45.170 --> 03:36:46.230

Cooper City Hall: periods.

1486

03:36:49.020 --> 03:36:57.400

Cooper City Hall: we have the high school diploma. We have to change the driver's license. Everything has the proper periods, and I did not have any.

1487

03:36:57.420 --> 03:36:59.149

Cooper City Hall: Any spacing were, okay

1488

03:36:59.630 --> 03:37:24.440

Cooper City Hall: is vector, a real word.

1489

03:37:26.440 --> 03:37:31.330

Cooper City Hall: Commissioner Malos, Commissioner Gatsby, Commissioner Schroder, Mayor Ross.

1490

03:37:35.940 --> 03:37:42.699

Cooper City Hall: do you have a vacancy for utilities? Mechanic, too. No, we don't. Let's not do it. What about utilities? Mechanic trainee?

1491

03:37:42.870 --> 03:37:46.200

Cooper City Hall: No, we do have system called

1492

03:37:46.360 --> 03:37:55.959

Cooper City Hall: System trainee, and the last one is electrical assistance. Do you have vacancies? Yes, yes, sir. System training I'll have here for electrical assistant.

1493

03:37:57.500 --> 03:38:17.960

Cooper City Hall: Do you have anything

1494

03:38:18.050 --> 03:38:31.519

Cooper City Hall: I'm looking for? The I'm up only up to see. Sorry. Under the education it gets a little weird high school diploma or Ged equipment operator equivalency supplementing

1495

03:38:31.520 --> 03:38:52.070

Cooper City Hall: Ged equivalent. Some of them are supplemented, but preferably by vocational technical certificate and electric alright. I guess that's fine. That sounds like it was the electrical supervisor, electrician, supervisor electrician, assistant. Break it out and say the usual high school, or whatever period

1496

03:38:52.600 --> 03:39:01.410

Cooper City Hall: preferred vocational technical certification. And then you've got the driver's license.

1497

03:39:02.590 --> 03:39:11.379

Cooper City Hall: and you have when you get under. I don't know how it is on you, but on the paper you have odd spacing

1498

03:39:11.530 --> 03:39:30.169

Cooper City Hall: under. The second bullet point, where troubleshoots, monitors, maintains wastewater, etc. The spacing is too much. And then, under qualifications under education and experience, your spacing is too much. And it's justified.

1499

03:39:30.720 --> 03:39:43.660

Cooper City Hall: Okay, I'm just letting you know, so we should have consistency on all of them justified or left right? Some of them. Again. It depends on where you copy and paste. Some are. They're making it all. Even. Some are not so.

1500

03:39:44.390 --> 03:39:47.960

Cooper City Hall: Figure it out, but make it all the same.

1501

03:39:49.280 --> 03:39:58.290

Cooper City Hall: And then it's got the the driver's license. And then that was we all had the periods. Yes.

1502

03:39:58.400 --> 03:40:09.149

Cooper City Hall: and this is for the Electric Electrician Assistant. That was for the Electrician, Assistant correct Commissioner, malosing. Yes, Commissioner Cash. Yes, Commissioner Schrouter, Mayor.

1503

03:40:10.160 --> 03:40:29.660

Cooper City Hall: is that all your vacant spots and system trainee that you mentioned? That's system trainee. I believe it's utility system trainees. No, we don't have it outside.

1504

03:40:29.860 --> 03:40:39.010

Cooper City Hall: I don't see a systems. Hold on on my notes from the previous

1505

03:40:41.890 --> 03:40:48.989

Cooper City Hall: alright. No excuses. Now, we'll fill those positions right? Yeah. And and and advertised this week.

1506

03:40:50.180 --> 03:40:56.110

Cooper City Hall: Okay. yes, we'll we'll direct Staff to begin immediately getting them posted asap.

1507

03:40:56.240 --> 03:41:09.500

Cooper City Hall: Thank you very much. Let's move on to item number 5 do have motion to approve an authorized job description for the position of solid waste and recycling administrative coordinator as part of contract with coastal waste and recycling Inc.

1508

03:41:09.870 --> 03:41:14.360

Cooper City Hall: Motion by Commissioner Malzi, second by Commissioner Catchment.

1509

03:41:14.640 --> 03:41:43.779

Cooper City Hall: Just one item I wanted to share. I one of you, one of you from the Commission had asked, and I wanted to follow up on related to the pay grade. We are proposing a pay grade of the pay grade 1 16 as an exempt employee. This would be similar to the public works, coordinator position as well with a minimum salary at 60, a midpoint at 77,000 and a Max at 93,000.

1510

03:41:45.060 --> 03:41:47.329

Cooper City Hall: Are we just approving a job description?

1511

03:41:49.470 --> 03:42:03.409

Cooper City Hall: What are we doing here? Sure, Commissioner, I would like to try and move forward with approving the job description and actually advertising for that position, you know, doesn't have to necessarily be today. But obviously, we're trying to

1512

03:42:03.410 --> 03:42:32.089

Cooper City Hall: to begin that process to try and have someone that can begin at or near the start of the new contract. And I guess my question is, why why is it like that. We thought it because we don't have to have an independent spot right like. So why? Why is this need to be a full time spot, or this can be a job. No, they give. They're giving us a buck 20 either way we get to do what we want with the buck. 20. But is this a full time job for somebody to sit around? So the the recommendation, Andrew?

1513

03:42:32.160 --> 03:42:54.559

Cooper City Hall: No, I was on the impression they were giving \$20 for this position. 120,000 has to be an independent position. So you couldn't have someone. We couldn't have someone to monitor this, and they could do other things, but that that money needs to be specifically allocated for that position. Now, you may not necessarily pay that person \$120,000, but that could be a

1514

03:42:54.840 --> 03:43:19.789

Cooper City Hall: 75,000 position, plus all of the benefits. Another you know, fringe that may come along with it again. You may only be paying \$105,000 for that position the first year. This is 7 year term. I didn't know if the workload called for one person sitting there. Yeah, that's a different you you've got 120,000 to oversee that contract

1515

03:43:19.860 --> 03:43:29.740

Cooper City Hall: yeah numbers. And so I guess that's my core, you know. So is this something that should be part of the public works, coordinator, job or no. Like, I wasn't sure.

1516

03:43:30.560 --> 03:43:35.639

Yeah, this is an item in consultation with our consultant, who helped us from

1517

03:43:35.700 --> 03:43:37.800

Cooper City Hall: from Fort Lauderdale. That said.

1518

03:43:37.840 --> 03:43:41.380

Cooper City Hall: You know there, there certainly is more than enough

1519

03:43:41.620 --> 03:43:54.379

Cooper City Hall: workload related to if we do it and do it right to have someone really? We we really there are a lot of things that are related to this position that haven't not been done in the past.

1520

03:43:54.590 --> 03:44:04.560

Cooper City Hall: That that would be utilized as part of this position. For the overall oversight of the contract. Alright

1521

03:44:06.580 --> 03:44:15.150

Cooper City Hall: any further discussion on the job description. All the An Ors have to come out. See? These get worse because the utilities ones are at least done by. You know, this is

1522

03:44:16.330 --> 03:44:26.740

Cooper City Hall: 3 to 5 years of experience and one or more analysis planning operation

1523

03:44:27.120 --> 03:44:30.980

Cooper City Hall: additional.

1524

03:44:31.620 --> 03:44:36.690

Cooper City Hall: Okay, you see this one to one substitution

1525

03:44:36.800 --> 03:44:40.460

Cooper City Hall: at the at the bottom of qualifications. Hold on.

1526

03:44:53.030 --> 03:45:05.000

Cooper City Hall: Yeah, give me that again. Additional qualifications. Experience? Oh, I'm sorry. You mean at the paragraph under education and experience that needs to be that language we need to adopt throughout

1527

03:45:07.720 --> 03:45:08.840

that sentence

1528

03:45:10.420 --> 03:45:17.200

Cooper City Hall: for all our other ones that we're gonna do because they don't want to say equivalent. And and and I'm not. This is

1529

03:45:17.320 --> 03:45:22.820

Cooper City Hall: more. Yes, what you could do more concise. Yeah, but it doesn't.

1530

03:45:23.240 --> 03:45:25.900

Cooper City Hall: U comma is not supposed to be there.

1531

03:45:28.720 --> 03:45:35.800

Cooper City Hall: Yes, so take the comma out. Get rid of the Andors. Take the comma out, I guess. Let's go ahead with it because you gotta get it going

1532

03:45:35.960 --> 03:45:37.029

I don't know.

1533

03:45:37.090 --> 03:45:41.420

Cooper City Hall: And then you want us to approve it. Now.

1534

03:45:41.950 --> 03:45:45.569

Cooper City Hall: how much is it gonna go over? That's the problem.

1535

03:45:46.570 --> 03:45:51.680

Cooper City Hall: If it goes over, we're gonna have to pay at a pocket. So you're gonna approve it on the low end. Right?

1536

03:45:52.050 --> 03:46:16.590

Cooper City Hall: There's I want the 120 to cover the whole 7 years. I don't want to pay 120 per year. Yeah, no, no. But what I'm saying is, every year everybody's money is going to go up so that way after 7 years it's still covered. But yeah, well, can you? Can you come back with some? Well, how about this before you hire the person

1537

03:46:16.650 --> 03:46:18.249

Cooper City Hall: is you don't hire fast.

1538

03:46:18.540 --> 03:46:27.120

Cooper City Hall: can you? Can you bring that before? What does that mean? You're not quick at hiring. so what I'm saying is, we'll have another meeting. That's

1539

03:46:27.250 --> 03:46:30.180

Cooper City Hall: alright we'll have. We'll have another meeting

1540

03:46:30.220 --> 03:46:34.570

Cooper City Hall: alright. We're all working on the same. We got a job description. You're gonna advertise it.

1541

03:46:34.960 --> 03:46:41.960

Cooper City Hall: You think we'll have another meeting before you have a chance to interview and hire the person I'm trying to figure out. If if you be able to get the numbers back.

1542

03:46:42.520 --> 03:47:02.150

Cooper City Hall: What numbers back as far as what we're going to offer them. Offer pay with the, you know, because if at that grade, sir, I think we'll definitely be within the the confines of the 120,000, with benefits and everything. Yes.

1543

03:47:02.620 --> 03:47:17.589

Cooper City Hall: but I still want to be in the confines of the 120,000, saving more money 7 years into the future every year.

1544

03:47:18.430 --> 03:47:26.029

Cooper City Hall: you know. Let's approve it. This isn't a budget amendment, so it doesn't matter. We'll prove it. This isn't a budget amendment. You still got to bring the Budget amendment to us.

1545

03:47:26.150 --> 03:47:50.100

Cooper City Hall: That's really just to start the advertisement with your blessing. Start the advertisement process for the position. You remember your pay scale. If this you have to. You're gonna have to bring back a pay scale with this job on it. If that makes sense, because our pay scale has the jobs correct. And that's this isn't on there, correct. So we're gonna have to adopt it. Your next. The next meeting.

1546

03:47:50.620 --> 03:47:51.990

Cooper City Hall: yes, understood.

1547

03:47:52.600 --> 03:48:07.569

Cooper City Hall: Moving on to Item number 7, discussion related to the draft personnel, manual and the Administrative policy manual. Basically, there are things that the Commission adopts.

1548

03:48:07.750 --> 03:48:25.969

Cooper City Hall: And there's things the manager adopts. For instance, the investment policy with a P. Card policy might be adopted by the City Commission when that's adopted by the City Commission and employees still required to abide by right. Hey? You can't use the P. Card to go to whatever to go to Hard rock, right? So

1549

03:48:26.100 --> 03:48:39.409

Cooper City Hall: where I think we need to have administrative codes, whatever policy adopt by the city Commission. And then there's the one that the manager might do. The manager might tell them they can't wear. They have to wear steel toe shoes if they work in public works.

1550

03:48:39.590 --> 03:48:41.340

Cooper City Hall: We don't need to adopt that right?

1551

03:48:42.050 --> 03:48:52.330

Cooper City Hall: So my talk with the Ma with the manager was one. I think the policy needs to be individually listed. So we change out. If we want to change out policy one on one, we could do that without having to readop the whole book.

1552

03:48:53.100 --> 03:48:54.880

Cooper City Hall: So that's a formatting thing.

1553

03:48:55.060 --> 03:48:59.049

Cooper City Hall: and the other thing is, I think there has to be commission adopted ones.

1554

03:48:59.210 --> 03:49:00.410

Cooper City Hall: and

1555

03:49:00.680 --> 03:49:13.660

Cooper City Hall: the manager can further adopt what he wants along with any amendments made to it will show on each and every one. Yes, of pay on the thing it shows amended as of this date revised, whatever right?

1556

03:49:14.240 --> 03:49:26.869

Cooper City Hall: So it's a format. There always needs to be a trail, and actually not only the trail, but the initial who was on the Commission when it was started.

1557

03:49:27.030 --> 03:49:39.149

Cooper City Hall: No, no, it's not gonna say that, but it will have the date which you could see when it when that happened. I think I think it should have the names of the Commissioners. Electronic? Yeah.

1558

03:49:39.150 --> 03:50:02.699

Cooper City Hall: does that make any manager? Is that what you need? Clarification? Yes, I just wanted some clarification. And and it will take us some time, but we'll go ahead and work on it, and and look to bring it back in the in the near future. And I think, even from our discussion today, II and and this evening you know, just an ability to really kind of look to, to move those forward. And and as we had talked about individually, Commissioner before

1559

03:50:02.770 --> 03:50:20.659

Cooper City Hall: you know, kind of one what we might call an administrative code that would be listed individually, and then, perhaps something like a procedures manual that would have those items that are manager related that are directly related employees, as you suggested earlier. So we'll call administrative code after

1560

03:50:20.750 --> 03:50:24.519

Cooper City Hall: our esteemed county Commission. That's what they have

1561

03:50:24.640 --> 03:50:29.029

Cooper City Hall: the ones adopt by the County Commission administrative code. Then the person you could do

1562

03:50:29.310 --> 03:50:31.619

Cooper City Hall: policies, and whatever the other word is.

1563

03:50:32.920 --> 03:50:37.739

Cooper City Hall: I have no difficulty in what you want to call

1564

03:50:37.880 --> 03:50:39.060

Cooper City Hall: okay.

1565

03:50:39.200 --> 03:50:51.619

Cooper City Hall: to be at, to be accessible, and a place by all Central Repository. So employees know where to find it. You always go to website. It will be on there.

1566

03:50:52.360 --> 03:50:53.290

Cooper City Hall: Okay.

1567

03:50:53.440 --> 03:50:55.359

moving on to item number 8,

1568

03:50:55.690 --> 03:51:02.999

Cooper City Hall: Rfq, 2023 dash one dash it managed services. I was okay with that.

1569

03:51:03.660 --> 03:51:08.410

Cooper City Hall: Then do I have a motion to authorize the city manager to negotiate

1570

03:51:08.430 --> 03:51:17.870

Cooper City Hall: with the vendor motion. I've by Commissioner Malos, second by commission and catchment. Any further discussion. Not from me. Call the vote

1571

03:51:20.140 --> 03:51:32.030

Cooper City Hall: Commissioner Malone. Yes, Commissioner Katzmann. Yes, Commissioner Schroder. Yes, Mayor Ross. Yes. Item number 9. Do I have motion to approve mental health and wellness board proposal? I'll ask for an Update from

1572

03:51:32.250 --> 03:51:50.279

Cooper City Hall: the city manager. Good evening, Mayor and commission once again. I just wanted A, as the mayor suggested, to provide an update as it related to the topic of the Mental Health Advisory Board, and I have been working, and I know some of you may have had outreach from some of the members of the Advisory Board

1573

03:51:50.580 --> 03:52:09.740

Cooper City Hall: been working with the the chair of the Advisory Board and really working on just kind of some frustrations from the advisory boards and related to the just to the traction and the overall activities and kind of where things are headed. And so

1574

03:52:09.740 --> 03:52:34.210

Bob Sands, the chair and I had discussed a kind of maybe a path forward that we'd like to suggest, not for action tonight from the Commission, but something that we could bring back to you with the help of the town attorney attorney at our next meeting last evening the the Mental Health Advisory Board had a had their regular monthly meeting and are in. They're in agreement

1575

03:52:34.300 --> 03:52:40.760

Cooper City Hall: related to looking to S. Basically sunset.

1576

03:52:41.010 --> 03:52:42.630

Cooper City Hall: The

1577

03:52:43.430 --> 03:52:55.109

Cooper City Hall: formal Advisory Board at this juncture, and that. That the Mental Health and Wellness Board could reconvene at a later date

1578

03:52:55.120 --> 03:53:06.170

Cooper City Hall: as an ad hoc committee rather than a formal advisory committee, and and perhaps to look to pick it up sometime after the start of 2025.

1579

03:53:06.420 --> 03:53:10.959

And so the Board did meet yesterday evening, and actually had a motion.

1580

03:53:11.060 --> 03:53:13.600

Cooper City Hall: and it was unanimous.

1581

03:53:13.610 --> 03:53:33.519

Cooper City Hall: And they would like to. Those members that are still on. There are interested the ones that were integr in attendance. They would be interested in continuing to to help and serve on that ad hoc advisory board, but to to pause and pick up the topic in first motion, to approve their proposal

1582

03:53:34.870 --> 03:53:40.680

Cooper City Hall: on how they want to spend. I'd like to discuss that. We have a motion, and then we have a second.

1583

03:53:40.840 --> 03:53:41.579

Cooper City Hall: Go ahead.

1584

03:53:42.180 --> 03:54:01.949

Cooper City Hall: Do you have anything. So after we met with them, whenever they had asked us to come, and we had a big meeting with them. I went to public and spoke to the pharmacists there, because I really. And this may sound silly. But I really wasn't that up on Fent Fentanyl and Nora can, and

1585

03:54:02.330 --> 03:54:25.270

Cooper City Hall: what availability and whatnot? So I had an and I'm and I'm friends with the pharmacist in public. So I had a nice conversation with him. The end result of my conversation with him, which I reiterated to Bob Sands, and another member of the Board separately. No! Such a violation was that the pharmacist said to me, any person can walk into public

1586

03:54:25.310 --> 03:54:34.559

Cooper City Hall: and ask for a prescription or ask for it, and he, as a pharmacist, can write a prescription for Narcan, which I had no idea that was even possible

1587

03:54:34.610 --> 03:54:38.869

Cooper City Hall: and be, and if he and if they, the person, gets a prescription.

1588

03:54:38.920 --> 03:54:45.350

Cooper City Hall: the majority of it's covered, and if not, all of it is covered under insurance. And I was like, oh, I had no idea

1589

03:54:45.430 --> 03:54:47.939

Cooper City Hall: he goes. All pharmacists can do that.

1590

03:54:48.030 --> 03:54:59.949

Cooper City Hall: I said, great, because that's all people have to do is ask and and they get it. 1, 2, 3, so fantastic, so cause I was concerned. So why are we spending, then all of this money? Think somebody's gonna go run our can through insurance?

1591

03:55:00.130 --> 03:55:09.549

Cooper City Hall: Well, they're gonna yeah. I did. I guess that was silly case. Iod doing some blow later tonight. And I have some narcan.

1592

03:55:11.580 --> 03:55:28.769

Cooper City Hall: I'm not touching that one. What would you? The assurance has to be for yourself. So we gonna say, run it through for me for my child using a drug addict. Some people want to just keep it in case of an emergency that they? I asked. My children, I said, Is this something I need to keep in the house?

1593

03:55:28.900 --> 03:55:52.879

Cooper City Hall: Because, you know, you have friends over? I don't know? I asked. My son, who's in college? Is this something you want? And he's like? No, I said, No, seriously, I'm not judging. I'm asking. I would rather be safe. No, I don't need it. I'm like, okay, I told him. Go to a pharmacist. It's covered

under insurance. So I have no issue. But if it's covered, I hate to spend money on something that's going to expire.

1594

03:55:53.290 --> 03:56:04.350

Cooper City Hall: That is Pricey. And then my kids are like, well, free. Everybody's going to take it if it's free. But are they going to use it? Is it going to get in the right hands? So when I was talking to different people.

1595

03:56:04.360 --> 03:56:05.779

Cooper City Hall: They had said, well.

1596

03:56:05.840 --> 03:56:10.719

Cooper City Hall: places that would potentially have a use for it like here.

1597

03:56:10.740 --> 03:56:12.270

Cooper City Hall: if we were to put it

1598

03:56:12.790 --> 03:56:27.499

Cooper City Hall: access, because people are here. That might be Od, where the camps are right at the community center, you never know. Have a few there at the pool and tennis center have a few there ex a few, but

1599

03:56:27.720 --> 03:56:39.389

Cooper City Hall: at the point of that expenditure a few versus 15,000, I think there's a big discrepancy between the 2, so I have no problem providing some.

1600

03:56:40.630 --> 03:56:43.150

Cooper City Hall: but I don't think we need all of that.

1601

03:56:43.480 --> 03:57:06.010

Cooper City Hall: I would rather. And I had said this again. I had called Bob Sans and I had said, you know I would love to see you guys go into the schools and talk about all the different things with with suicide. And and there's so many different categories. And let the ptsa know all of these things, these services that are available

1602

03:57:06.380 --> 03:57:13.789

Cooper City Hall: because they may not know the parents may not know. The teachers may know, but the parents don't know, and and there is a difference.

1603

03:57:13.820 --> 03:57:25.499

Cooper City Hall: and parents may not know who to contact a lot of people will come up to me and go. Hey? Do you know this? Because they see me? I get I. People come up to me and they harass me. People come up to me and ask me questions, because I'm I'm around a lot.

1604

03:57:25.800 --> 03:57:32.839

Cooper City Hall: but not a lot of, and they know I know things, but not a lot of people know other people. If that makes any sense.

1605

03:57:33.400 --> 03:57:51.370

Cooper City Hall: he'll tell you. He'll tell you that there's a lot of people that that that did join have issues. So and and I think it's important that we get input from him before we do that, are you through?

Yeah, I mean. I just wanted everybody to know that because I had no idea that a pharmacist could do that. Commissioner.

1606

03:57:52.350 --> 03:57:59.879

Cooper City Hall: Yeah, I'd love to hear from from chief. I had one other comment or question. I'm trying to find.

1607

03:58:01.410 --> 03:58:10.510

Cooper City Hall: I don't know why it's not pulling up. I apologize. I'm trying to find the there were 2 different line items right? But why don't I see

1608

03:58:11.710 --> 03:58:27.169

Cooper City Hall: the broward behavioral health coalition? Yeah. My only question there is. I know that prior to my arrival on the Commission. There was some sort of direction to not allocate funds to other

1609

03:58:27.490 --> 03:58:28.810

Cooper City Hall: entities

1610

03:58:29.370 --> 03:58:32.080

Cooper City Hall: or social service entities.

1611

03:58:32.180 --> 03:58:59.059

Cooper City Hall: and I wasn't sure if that's a resolution and ordinance, or if it's just at the discretion I believe we were talking to to was contributions to nonprofits to the budgeting process. That was just a policy made at that particular budget cycle is not a resolution we felt bad policy. We can override. We

can override anything except for the charter, but I just didn't know if that was not a resolution. There's nothing codified.

1612

03:58:59.060 --> 03:59:08.399

Cooper City Hall: They apologize. Instead of buying all 15,000 worth of Narcan and Fentanyl.

1613

03:59:08.560 --> 03:59:18.190

Cooper City Hall: Is this something where we could buy some? And your deputies could have it? I mean, I imagine they're the ones that come in contact with people right who might be, you know.

1614

03:59:18.920 --> 03:59:24.340

Cooper City Hall: and prices it is for the families or something. Is that something you guys would be comfortable like in handing out

1615

03:59:24.750 --> 03:59:31.590

Cooper City Hall: like if we bought some. And and to complement that question.

1616

03:59:31.600 --> 03:59:35.609

Cooper City Hall: do you not already have, which I think you do?

1617

03:59:35.720 --> 03:59:55.020

Cooper City Hall: The narcot narc? And then the question also needs to be asked, and you know I like to be proud of Cooper City, and I'd love to say that we're immune to the Fentanyl, and we don't have any problems. But I need to know how big a problem we really do have.

1618

03:59:56.060 --> 04:00:12.560

Cooper City Hall: Good evening, Mayor, Commissioner, state manager, staff residents. So this is obviously a very important question. And to, in furtherance of helping the Mental Health Board, I did provide them data along the lines of that very question, Mayor.

1619

04:00:12.640 --> 04:00:20.520

Cooper City Hall: We have had overdoses in the city of Cooper City. I provide them 5 years of data at the time that they were convening.

1620

04:00:20.560 --> 04:00:47.870

Cooper City Hall: And but I would say that a lot of our mental health cases here are tied more, not necessarily to overdoses, but tied to just mental crisis as far as breakdowns and managing stress and finances and so forth. So I provided them that data with a breakdown demographic age group even gender and race, and so forth from our stats.

1621

04:00:47.930 --> 04:01:07.729

Cooper City Hall: Narcan is obviously a life saving tool that's out there. We originally provided on our can, all of our deputies through our grant. All of our deputies were provided in our can, and we still house it, and we order it from our Fd partners. And so all of our Fi. Our deputies are equipped with Narcan.

1622

04:01:08.000 --> 04:01:17.210

Cooper City Hall: So I think that answers your questions on there and then I forget. Yeah, mine wasn't to give you guys it would be so. You guys had Narcan to give out.

1623

04:01:17.330 --> 04:01:18.670

Cooper City Hall: not not

1624

04:01:20.800 --> 04:01:39.130

Cooper City Hall: not a yes. So if you went to some, you know, you have a a parent or somebody saying that they're having issues, you know. Whatever I don't know, you guys are the ones to go out with people right? So if we're gonna have a program, citizen. Oh, if you need Narcan, go find the the Aed box that you know, pull one out like.

1625

04:01:39.180 --> 04:01:50.969

Cooper City Hall: could we not say you can go to the police department? It's a valid. It's a valid question, Commissioner. I completely understand what you're saying. I think there's different approaches on how to how to

1626

04:01:51.230 --> 04:02:00.840

Cooper City Hall: accomplish this. Narcan, again, is a lifesaving tool. What's the best mechanism? And getting it into the hands of people that that is a

1627

04:02:01.860 --> 04:02:06.639

Cooper City Hall: It's a delicate conversation, because we don't want to encourage drug use.

1628

04:02:06.860 --> 04:02:11.800

Cooper City Hall: But you also want to be realistic that if people are using

1629

04:02:11.850 --> 04:02:18.530

Cooper City Hall: drug that might be laced with fentanyl, you want to give life-saving tools to a family member.

1630

04:02:18.550 --> 04:02:45.709

Cooper City Hall: I would say. And this is what I had recommended to the Mental Health Board when I attended a couple of their meetings, that there's value in leveraging relationships that already exist in the community to address those so it could even be your pharmacies. You know your your monies could possibly be utilized to fund Narcan at your wallgreens and publixes to where, instead of going through the insurance, they have so many free doses that could be given out

1631

04:02:45.800 --> 04:03:15.790

Cooper City Hall: to families that might be in need, or perhaps with clinical locations where they can not only issue it, but also offer some type of counseling long term care plan to families that might be struggling with loved ones that are suffering with a mental health crisis or an addiction of sword. Right? So that way you have, like a a long-term strategy not just given them an our camp providing them a care plan.

1632

04:03:16.770 --> 04:03:44.039

Cooper City Hall: Most likely the churches may be doing this as well. No, but this is this is a motion to approve this thing. I and I don't want Erwin going and ordering \$15,000 with a narcan that's going to expire without that plan. So how how do we make sure somebody comes up with that plan, and Commissioner is a great question, and and part of the challenge is candidly, you know it. It is a struggle for communities

1633

04:03:44.440 --> 04:03:59.089

Cooper City Hall: city organizations this size, you know, to really delve into some of those delicate items that the Chief talked about as far as implementation on those. Not that they're not, you know. It's it's it's warranted. And the need is there. But just

1634

04:03:59.110 --> 04:04:24.029

Cooper City Hall: from the operational side. That's well, that that's what I was saying. As far as when it expires. We're we're we're set to get it for, I wanna say, 17 years. Ag's negotiations are spread out over a period of time. We're not getting 15,000 a year, right? No, but I don't know what the exact allocation.

1635

04:04:24.030 --> 04:04:40.870

But I think there's an incremental payout over a period of total amount, 15,000

1636

04:04:41.260 --> 04:04:55.180

Cooper City Hall: for the Aeds where we were talking like that. This is gonna go bad. Nobody's gonna think about going. I would. I would rather have the communications person put a thing out if you get approved with your command staff. Obviously, because it does have a you know.

1637

04:04:56.360 --> 04:05:02.529

Cooper City Hall: if you need it, pick it up from the fire department or the police department. Something like that.

1638

04:05:02.670 --> 04:05:17.579

Cooper City Hall: if I could just state this. And again, this is not my decision. I just want to put it before you, because there's obviously different approaches to this topic. There are some very progressive cities, larger cities that are very progressive on this topic, and there's others that are a little bit more conservative.

1639

04:05:17.600 --> 04:05:34.030

Cooper City Hall: I would just put out there and caution that we want. You want to help the crisis. You want to get life saving tools in the hands of people. But you also want to do it in a way where you're not inviting an element outside of our city to come to our city

1640

04:05:34.120 --> 04:05:45.689

Cooper City Hall: for those services. Right? So in other words, people that typically have a drug addiction fund, that drug addiction through crime. And so if you

1641

04:05:45.800 --> 04:06:05.269

Cooper City Hall: hear me out, Commissioner, please, if you. If if you start offering these services, this is the reality, it's it's it's my experience. If you start offering services where you're inviting people outside your community to come in to receive these things. You are also showcasing your community

1642

04:06:05.340 --> 04:06:21.120

Cooper City Hall: as a place to commit crime, so you don't want to do that. So I think you can accomplish what the Board is recommending, but you can do it in a way where we're safeguarding public safety here in Cooper City as well. You do that by leveraging relationships and and and

1643

04:06:22.140 --> 04:06:26.820

Cooper City Hall: clinical clinicians that are out there that already

1644

04:06:26.830 --> 04:06:47.639

Cooper City Hall: offer that versus us, handing those things out or placing them in facilities where anybody can come and get. That'd be my recommendation to you. Who's gonna who's gonna go meet and find a counselor to do that, though. So 1 one recommendation that I can state and I shared this with the city manager is that you know, if you remember.

1645

04:06:47.640 --> 04:07:05.740

Cooper City Hall: currently Cooper City is the recipient of a if a grant pso and I appreciate the La Command support on this, but they have provided me a free deputy when I say, Provide me, provided you a free deputy and a mental health

1646

04:07:05.740 --> 04:07:16.680

Cooper City Hall: license clinician as a Co responder model. We've had that in our city working. In addition to your staffing compliments since July of last year.

1647

04:07:16.730 --> 04:07:43.039

Cooper City Hall: That co-respondent model that that free deputy and license Clinician, any mental health crisis call that we have in the city Cooper City. They actually respond as a team together after we mitigate the initial crisis, to offer long-term, long-term care solutions to them, and then they create a plan where they follow up with them throughout the week in the month, and so forth, to try to connect them with free services.

1648

04:07:43.040 --> 04:08:09.620

Cooper City Hall: That might be something I can approach and say, Hey, listen! Would that be at a proper mechanism to provide Narcan free Narcan that they could provide if they felt that that I would have to go back and ask that question. But I'm willing to do that. I think that would be a better mechanism, because they're already connecting with those people in crisis versus necessarily putting it out for free for people to come. And I would only want to give out the free stuff to Cooper City residents so

1649

04:08:09.620 --> 04:08:23.999

Cooper City Hall: that, you know I don't. They only respond. I don't anticipate. If we offered for free that they're gonna have drugies come in. But I mean, I don't know if the rest of the Commission had the opportunity to read the email from Mike Ryan.

1650

04:08:25.040 --> 04:08:43.559

Cooper City Hall: which they sent out city wide about I mean county wide about his a niece that died. And so a lot of these incidents where they're dying of Fentanyl. It's not because you're gonna respond out. And they're in a mental health crisis. It's they took a drug that that was leased and they didn't know.

1651

04:08:43.700 --> 04:08:54.320

Cooper City Hall: But it's usually a repeat offender, though so like, for example, I can tell you then, and the data that I supplied the Mental Health Board a lot of the

1652

04:08:54.400 --> 04:09:17.380

Cooper City Hall: Solano area. We had a lot of repeat substance abuse users there right? Like the first 5, 6 times that they purchase. It's just the normal drug that they use. It's that 7 times it's laced with Fentanyl that they had no clue. And that's when that issue. So we would already know that this person is a unfortunately, is addicted to a a narcotic.

1653

04:09:17.380 --> 04:09:32.689

Cooper City Hall: and we would be able to try to provide them services and offer them care, and then support the family by providing them. Narcan, just in case of an emergency as well, is that what the fennel test strips are for? To check the

1654

04:09:32.750 --> 04:09:35.700

Cooper City Hall: the drug cause. That's part of this too

1655

04:09:36.150 --> 04:09:40.010

Cooper City Hall: correct. I grabbed more of that out. Okay.

1656

04:09:40.420 --> 04:09:52.830

Cooper City Hall: well, I vote to spend the money on. I don't know how to get high, but they are getting high, no matter what kids are doing drugs. I would rather a kid that's doing drugs test

1657

04:09:53.800 --> 04:10:07.910

Cooper City Hall: to make sure that what they're doing is not least with Fentanyl, then have an accidental overdose. I agree. So this is this basically gives the discretion on how many of each cause. There's no itemization here. Correct, so we can let them

1658

04:10:08.240 --> 04:10:16.159

Cooper City Hall: let the manager work with Chief did Giovanni put it somewhere? I don't know. Well, I don't. I don't. I don't know. Test strips have a

1659

04:10:16.610 --> 04:10:34.020

Cooper City Hall: how you know the longevity of a test strip. I could tell you just like when Narcan I mean anything, has a shelf life. Narcan has a shelf life, and it also has storage requirements temperature requirements. And so you know, you really want to look at that once the city takes on the

1660

04:10:34.680 --> 04:10:55.429

Cooper City Hall: the housing of these things, there needs to be a regular maintenance plan built in just like our Aeds. Right? Our Fd partners come and they research fire ads and so forth. You're not going to want to just leave Narcan out indefinitely. You and I need to have inspection on it. Yeah, with that in mind. Think about it. Now, just look at that. Aed machine right next to

1661

04:10:55.430 --> 04:11:06.379

Cooper City Hall: a window, and if we were to put something in there, the sun might.

1662

04:11:07.070 --> 04:11:09.429

Cooper City Hall: you know, and that the the the

1663

04:11:10.010 --> 04:11:18.930

Cooper City Hall: I hate to say solution. But the best practice might not necessarily even be narcain per se. It might be something else.

1664

04:11:19.040 --> 04:11:38.120

Cooper City Hall: I mean. Yes, no.

1665

04:11:38.180 --> 04:11:42.490

Cooper City Hall: my my difficulty is, I think we might be

1666

04:11:42.550 --> 04:11:44.439

Cooper City Hall: spending this too quickly.

1667

04:11:44.910 --> 04:12:01.830

Cooper City Hall: I think, is better to start because it does expire. We do have to worry about maintaining it in its proper environment. And the reality is.

1668

04:12:02.180 --> 04:12:02.940

Cooper City Hall: we

1669

04:12:03.720 --> 04:12:07.189

Cooper City Hall: knock on wood. We don't have

1670

04:12:07.540 --> 04:12:14.589

Cooper City Hall: massive problem compared to a lot of other areas. There are people that are doing drugs

1671

04:12:14.680 --> 04:12:16.090

Cooper City Hall: wholeheartedly.

1672

04:12:16.240 --> 04:12:22.420

Cooper City Hall: a a fair amount whole heartedly. But compared to other areas.

1673

04:12:22.570 --> 04:12:27.570

Cooper City Hall: the numbers are less. What is the storage requirements

1674

04:12:28.690 --> 04:12:46.399

Cooper City Hall: indoors like in here would be fine, but I know that if it gets to a certain heat in a car you're not going to keep it.

1675

04:12:46.470 --> 04:12:55.629

Cooper City Hall: We wouldn't want to keep it like a trunk of a car or something not in the car in South Florida.

1676

04:12:56.010 --> 04:13:01.140

Cooper City Hall: I'm sure there's a parameter temperature ranges that it has to be maintained within.

1677

04:13:01.410 --> 04:13:09.569

Cooper City Hall: But I know that, like inside a vehicle, easily gets over 120 degrees in the summertime.

1678

04:13:09.760 --> 04:13:13.630

Cooper City Hall: And so that's not it. This is a nasal spray.

1679

04:13:13.650 --> 04:13:16.730

Cooper City Hall: a 2 milligram or 4 milligram nasal spray.

1680

04:13:16.890 --> 04:13:26.120

Cooper City Hall: So the way it's packaged and all that, it's not going to reduce temperature or anything of that magnitude. So

1681

04:13:26.390 --> 04:13:34.060

Cooper City Hall: in an air conditioned building like this it would be fine. but it's needed out on the streets. chief, I have a question.

1682

04:13:34.270 --> 04:13:39.010

Cooper City Hall: Does your I'm sorry. Did Giovanni

1683

04:13:39.200 --> 04:13:44.029

Cooper City Hall: Does your social? Is it social worker? The one who rides with the deputy

1684

04:13:44.040 --> 04:13:49.319

Cooper City Hall: mental health counselor, mental health? Does that individual have any need

1685

04:13:49.890 --> 04:13:57.759

Cooper City Hall: that, like any material or anything that this could partially support, I can definitely check with. Or can we expand that program?

1686

04:13:58.500 --> 04:14:04.659

Cooper City Hall: Not for \$15,000, maybe if we save it up and we don't spend it all.

1687

04:14:04.940 --> 04:14:17.229

Cooper City Hall: So this this program, Sheriff Gregory Tony has been an advocate for it, and is trying to collect data. There was only a couple cities that benefited from this grant. We were one of them again. I

1688

04:14:17.260 --> 04:14:26.070

Cooper City Hall: very thankful to them for allowing us to have that I think the idea is to evaluate the effectiveness of it.

1689

04:14:26.170 --> 04:14:36.360

Cooper City Hall: How effective was this this team, this new model, and then to try to to leverage it so yes, Commissioner Catherine, that is, that is an option.

1690

04:14:36.390 --> 04:14:41.670

Cooper City Hall: Had very brief conversation and fascinating with the manager about that.

1691

04:14:41.880 --> 04:14:47.439

Cooper City Hall: And the reality is is that if you're looking for a long-term care

1692

04:14:47.680 --> 04:14:52.269

Cooper City Hall: which is often true viable solutions.

1693

04:14:52.420 --> 04:15:05.229

Cooper City Hall: then you need to have long-term commitments right to instead of us just going there and mitigating the initial crisis. You need to have somebody that's going to be able to connect them with the services and the help that's needed.

1694

04:15:05.240 --> 04:15:25.369

Cooper City Hall: And so maybe he has needs for equipment pamphlets. I can go and ask, and maybe that would be a good use of the funds. If the you know Commission thought so, or maybe again, maybe he does have access to where he gives Narcan out, and maybe he could use some more. I can ask that question. Manager City, though

1695

04:15:25.470 --> 04:15:31.110

Cooper City Hall: correct, if it's only done in Cooper City. Correct right now. He is only assigned to Cooper city

1696

04:15:31.220 --> 04:15:43.710

Cooper City Hall: now that that Grant is coming to a close soon. But you know I can always, you know, ask the questions on what it would look like to to keep that position if possible.

1697

04:15:43.830 --> 04:15:57.490

Cooper City Hall: So and Chief Harrington, the firefighters have Narcan on the rescue, do they not? That's correct. Okay, so we'll cover right. I'll just dial 9, 1 one and we'll we'll show up with it. Thank you.

1698

04:15:59.100 --> 04:16:14.390

Cooper City Hall: Okay, we have a pending motion to approve the recommendation or that we have a motion. Who made the motion? Hold on, I'll tell you. Commissioner Schroeder, seconded by Commissioner Malowski. Yeah, correct.

1699

04:16:14.450 --> 04:16:18.130

Cooper City Hall: So we've got the motion any further discussion

1700

04:16:18.150 --> 04:16:24.280

Cooper City Hall: whatever. You guys, yeah, whatever you guys want to do, I mean, I certainly appreciate the efforts of the Mental Health

1701

04:16:24.510 --> 04:16:28.869

Cooper City Hall: and Wellness board. I would like to. I think some of this will

1702

04:16:28.880 --> 04:16:44.759

Cooper City Hall: end up in the final amount, but I think we ought to wait to hear back. Why don't we? Why don't we table it till we plan for delivery of it? Better plan.

1703

04:16:45.400 --> 04:16:49.410

Cooper City Hall: It's withdrawn. We don't have a motion pending. We'll move on.

1704

04:16:50.000 --> 04:17:04.070

Cooper City Hall: Item number 11.

1705

04:17:04.210 --> 04:17:22.360

Cooper City Hall: There was a second motion that was needed. Well, that's what we decide, if and that they had want. That's what we decide. They had said they had wanted it. So I'm willing to give them what they want. I mean, yeah, that's what that. So you're looking for a motion to sunset the board, I will motion to second call Vote.

1706

04:17:22.370 --> 04:17:25.409

Cooper City Hall: who was second Commissioner Kaxman.

1707

04:17:25.600 --> 04:17:54.939

Cooper City Hall: Commissioner Malz? Yes. Commissioner Catsman, Deleting, Article 5,

1708

04:17:54.940 --> 04:18:10.150

104, entitled Pharmacies and medical officers or clinics and medical or dental laboratories, local restrictions, finding for additional locations, for pharmacies in the city, fight for conflict, for severability and providing for an effective date mayor to public hearing. Thank you. Do have a motion

1709

04:18:10.190 --> 04:18:15.180

Cooper City Hall: motion for discussion by commission. Catherine, second by Ross.

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04:18:16.190 --> 04:18:17.490

Cooper City Hall: Okay, Commissioner.

1711

04:18:18.250 --> 04:18:24.400

Cooper City Hall: I think it's appropriate to wait for the person who asked for the coordinates who.

1712

04:18:24.560 --> 04:18:27.420

Cooper City Hall: So I'm gonna talk about the motion and read.

1713

04:18:27.440 --> 04:18:33.280

Cooper City Hall: read the I'm going to filibuster until comes back.

1714

04:18:33.500 --> 04:19:01.780

Cooper City Hall: Some may recall. If if you don't have to do that, I can, I can move on to a different item and let's go ahead and have city attorneys report Mayor Commission just to go back to the item we

discussed earlier for clarification. There will be an item on the next agenda to reconsider the city's participation, the form 6 litigation. As it stands today, we are moving forward with direction twiceerota. The city is currently involved in litigation.

1715

04:19:01.780 --> 04:19:10.149

Cooper City Hall: I'm gonna regroup with each of you, just to can reconfirm your individual participation. There is a form they've asked to be completed which I'll forward to those you that seek to participate.

1716

04:19:10.150 --> 04:19:25.910

Cooper City Hall: and if the Commission changes course to the next meeting, we will advise Council appropriately. Thank you. Any questions of the city attorney hearing none, we'll go back to the motion that was made by Commissioner Catsman on item number 11, ordinance 2401 approving the ordinance.

1717

04:19:27.100 --> 04:19:37.209

Cooper City Hall: and I had a second on it. Okay, we're gonna vote. Yeah, you have anything to say, yeah, this is makes 100

1718

04:19:37.550 --> 04:19:43.199

Cooper City Hall: Commissioner Malos, Commissioner Kaxman, Commissioner Schrouter, Mayor Ross.

1719

04:19:43.750 --> 04:20:06.379

Cooper City Hall: moving on. I'm I'm so I'm so I'm sorry, Mayor. Don't be sorry. Public hearing public hearing. Thank you. I was going to say, no, we're sorry. We'll open up for public hearing. Anyone here in public wishing to speak on this item, hearing none, anyone on virtual hearing none. We'll go ahead and close public hearing. I don't need to reboot, I understand. Thank you very much. City managers report.

1720

04:20:06.500 --> 04:20:15.520

Cooper City Hall: Thank you, Mr. Mayor, just a couple of items. The first item 12 is a budget transfer notification related to the utilities director. Search

1721

04:20:15.670 --> 04:20:31.460

budget transfer just to follow up on that and based on the feedback I heard this evening we will go ahead and get both of those job descriptions for the utilities director and the public works director up on the website, and we won't wait for those.

1722

04:20:31.530 --> 04:20:48.810

And we'll reference the searches so that folks can start to be prepared to apply. Yes, absolutely the ones we talked about earlier. Yes, ma'am. Item 13 obviously, is removed. So that is, that will not be an official budget transfer notification for the record.

1723

04:20:48.900 --> 04:21:12.799

And just a couple of other items, mayor and commissioners that I wanted to update you on first of all, related to the solid waste coordinator position. I just while we were here and went back and confirmed. We did include an escalator for 3% additional on top of the 1 20 for every year of the first 7 years of that agreement, just for clarification, related to that

1724

04:21:12.800 --> 04:21:25.359

a couple other items I just wanted to share on the fire station and our updates for remediation. We, the Public Works team has located a lowest responsive quote

1725

04:21:25.360 --> 04:21:44.090

Cooper City Hall: For those works from Ces demolition, environmental contractors, and we anticipate them to begin here shortly with the the work repairs needed also on the parks and Rec. Side, just to follow up. Can you go back? Yes, I think we're just a little under 7,000, sure.

1726

04:21:44.860 --> 04:22:04.449

On the online registration for recreation side. We continue to make progress as the Commission had requested. We have. We are moving forward. We do plan to meet within. Have it launched within the 60 day guideline as the Commission had wanted.

1727

04:22:04.500 --> 04:22:08.069

We. We have been working on our splash page

1728

04:22:08.140 --> 04:22:22.270

Cooper City Hall: and we've got some items for completion that we're working on internally between Josh and Brandon and Anthony, as well as Mike Cabello, for some of our our marketing and and advertising to get out there.

1729

04:22:22.360 --> 04:22:46.379

Cooper City Hall: and lastly, I know the Commission and the mayor all received a copy of the optimist letter from Sunday evening have been in ta contact with Jeremlina, the president of Optimus. I know Josh has as well, and and will be continuing our work this week and the next couple of weeks related to the the direction from the Commission as it related to enforcing Section E of the resolution

1730

04:22:46.490 --> 04:22:54.439

Cooper City Hall: and and particularly to working on the staff side to present an action plan for recommendations to the commission

1731

04:22:54.470 --> 04:22:55.999

as you had requested.

1732

04:22:56.390 --> 04:22:58.990

Cooper City Hall: Thank you. Any questions of the city manager.

1733

04:22:59.230 --> 04:23:02.539

Cooper City Hall: hearing none, move on to the

1734

04:23:02.940 --> 04:23:18.470

Cooper City Hall: please keep support. Good evening again. Mayor. Commissioners say manager staff residents before I started highlighting a few things that were important on my report, I did just want to take a moment of reflection, just to mention the passing of Officer Jackie.

1735

04:23:18.470 --> 04:23:36.339

If you remember, Officer Jackie, was the first female police officer hired by the Cooper City Police Department, 1975. If you just take a moment to think about that. The the reality of the courage of her to enter the police force in a time where it was heavily, if not all.

1736

04:23:36.340 --> 04:23:41.930

Cooper City Hall: masculine that she would in 1975, at the age of 40

1737

04:23:41.930 --> 04:24:00.209

Cooper City Hall: go through the Broward County Police Academy graduate and serve this community for 28 years she is somebody that even though I had no opportunity or pleasure to meet, I know her, because since I've been here for a little over 3 years, I have often heard her name

1738

04:24:00.210 --> 04:24:24.820

Cooper City Hall: in passing with people asking about her, because there she is so fondly remembered on the impact that she had in this community. And so I just wanted to just publicly, thank her family friends, those who remember her for the service that she provided to the Cooper City Police Department, Cooper City, residents as a whole. And for the

1739

04:24:24.820 --> 04:24:33.060

Cooper City Hall: just the example that she sets forth to myself and my team on the importance of the impact that we can make into the community.

1740

04:24:33.150 --> 04:24:35.430

Cooper City Hall: So I just want to acknowledge that.

1741

04:24:35.530 --> 04:24:42.340

I wanted to share a few items from my report that are new initiatives that I just want to make sure that you're aware of.

1742

04:24:42.460 --> 04:25:11.249

Cooper City Hall: First and foremost, I was excited to let you know that we're moving forward on launching a safety town initiative this year. You may be familiar with the safety. 10 initiative, a safety tenor initiative. Essentially where we will create an environment where we take elementary age students, and we teach in the fundamentals and safety practices of crossing the road and railroad tracks. And you know, basic traffic, you know, control devices, bike safety and so forth.

1743

04:25:11.250 --> 04:25:25.569

you may not know, but treetops park, which is right outside the city limits, actually has a dedicated built safety town that has not been utilized, and my team has been for about a year and a half approaching Memorial Hospital, who owns that site

1744

04:25:25.570 --> 04:25:47.409

and trying to work with them on a partnership, and we're pleased that they have relaunched that program, and we are a recipient of partnering. With that, we actually participate in some training with them, and we'll be looking to offer that to our residents this year. So look forward to sharing you our first safety tab. I wanted to let you know that we're working towards that

1745

04:25:47.470 --> 04:26:08.460

Cooper City Hall: I also wanted to share with you that on January sixteenth we were alerted to subjects that were committing vehicle burglaries in the area of both Rock Creek and Flamingo Gardens. Because of a resident who contacted us. We were very, a very, very quickly able to locate the vehicle that was provided to us a description.

1746

04:26:08.460 --> 04:26:24.469

Cooper City Hall: and we're able to apprehend those suspects at northeast, like Boulevard and Hyedas Road. One of the subjects actually was on probation for burglary, and had announced they weren't for the same. And so just an example of again, the community partnership, the importance of see something, say something

1747

04:26:24.470 --> 04:26:42.480

Cooper City Hall: that when we work together, we walk and are able to make a huge impact on public safety. Our last Commission meeting. You'll remember that I mentioned our free service of Home Free Home Security surveys. And so I'm glad that somebody was actually listening. I got this email just yesterday.

1748

04:26:42.660 --> 04:27:08.399

Cooper City Hall: and it says Captain Giovanni, my husband, George and I decided to take advantage of the Free Home Security Survey, which we had on Thursday, January eighteenth. We wanted to let you know how much we appreciate the excellent professional service provided by Deputy Athena Mackie and community involvement specialist Ashley, Barcena, Deputy Mackie, and Ashley walked through our home both inside and out, and we were extremely thorough, and letting us know how to best secure our home.

1749

04:27:08.400 --> 04:27:20.500

Cooper City Hall: We would like to compliment them on their attention to detail and knowledge of the issues. Also please accept our gratitude for all those that service our community in so many different ways that extremely appreciated.

1750

04:27:20.500 --> 04:27:44.800

And so I share that to one. Thank you. I emailed this resident back and let her know that she should really thank the city manager and commission, because when I came to you with that crime prevention, position to add a new element of service to our community, you supported it, and I appreciate that. And that's why we're able to offer these free services. And that's why we're able to get compliments like this. So thank you for that.

1751

04:27:45.130 --> 04:28:03.870

Cooper City Hall: I wanted to give you an update on the Stars Grant program. We launched it January first of this year on time, and since we've had coming up close to a dozen applicants of interested participants from H ways, and even some nonprofit organizations that have reached out.

1752

04:28:03.870 --> 04:28:15.299

Cooper City Hall: I'm also very pleased to let you know that I attended on January seventeenth, last week the Rock Creek, Hoa, and the Rock Creek, Hoa, after a lot of dialogue and discussion.

1753

04:28:15.300 --> 04:28:35.009

Cooper City Hall: voted unanimously to fund the Lprs in their entire community. And so I'm very grateful to our Rock Creek partners that they would take public safety so seriously but I wanted to convey to you that at that same meeting the Board did make it known to the residents that they had that were there in the enjoy meeting.

1754

04:28:35.010 --> 04:28:56.540

Cooper City Hall: that they were so appreciative, and that they should feel so blessed that they have and live in the city with the mayor and commissioners that would give such an opportunity to them to help offset the cost. And so the Rock Creek Board did publicly state that to the residents, and I want to share that with you. So thank you for allowing us to create this initiative in this grant program.

1755

04:28:56.560 --> 04:29:01.499

I'll I'll continue to give you updates as this goes. But that was a significant one. I wanted to share with you.

1756

04:29:01.530 --> 04:29:20.430

Cooper City Hall: Just free another reminder for our residents on some upcoming things. Don't forget. We now offer fingerprinting at the police station. You can contact 954-35-2000 to make your appointment. We have a crafting with the cop initiative or event on February seventh

1757

04:29:20.430 --> 04:29:32.589

Cooper City Hall: we are booked up. That is such a awesome and just well sought out event by our residents. So we know we're gonna have another great time painting alongside our residents on February seventh.

1758

04:29:32.590 --> 04:29:56.659

Cooper City Hall: And I did want to give you advance notice, and all our residents, that on March 20 third we will have our next Shredathon and operation Medicine Cabinet for the residents of Cooper City. So

again, March 20, third 10 Am. To one Pm. At the police station will be the next shredathon and operation Medicine Cabinet, and we'll work with the city's Pio to make sure we put out timely notifications for our residents.

1759

04:29:56.860 --> 04:30:01.500

Cooper City Hall: I did want to let just let you know. Say it again spring break. Just so, you know.

1760

04:30:01.870 --> 04:30:09.340

Cooper City Hall: Correct. I'm I'm hoping that, you know. Maybe that will be good for people. But I was trying to pick the cooler months, too.

1761

04:30:09.710 --> 04:30:26.410

Cooper City Hall: And then I did want to let you know that in relation to the vacancies I actually have 2 people that are incoming to me. I don't have the dates yet that will fill that. And we also have the Csa. Interviews scheduled for tomorrow. That concludes my report.

1762

04:30:26.620 --> 04:30:41.589

Cooper City Hall: Thank you. Any questions. The Cabin Commissioner Catsman. Thank you, Chief, and condolences on to the old department on Officer Jackie. I didn't know her, but I've it's been nice learning about her. I have some. Some folks did know her.

1763

04:30:41.700 --> 04:31:05.639

Cooper City Hall: I had a question. So we've we've heard from a resident multiple residents about these teenage teenagers who are riding their bikes recklessly around the community, and I know you have some tips for residents who may encounter that I just wanted you to share that publicly. So we can make sure our residents are aware. Yeah, absolutely.

1764

04:31:06.200 --> 04:31:08.500

Cooper City Hall: your colleagues give me a look so

1765

04:31:08.930 --> 04:31:19.019

Cooper City Hall: they wouldn't be doing this could be could be. We all aspire for something.

1766

04:31:19.070 --> 04:31:46.770

Cooper City Hall: But Commissioner Caspian is a great question. Again see something. Say something when we have any concerns valid concerns in the community. We need our residents to communicate to us a lot of times we find out, and you'll even see on social media that a lot of the residents that are describing their encounters with this group of teenagers that they'll say they did not contact us, and perhaps they think that it's just not worth our time but a lot of

1767

04:31:46.830 --> 04:31:49.019

Cooper City Hall: we don't want to. This.

1768

04:31:49.200 --> 04:32:07.249

Cooper City Hall: This swayed them from contacting us because a lot of these incidences start to escalate, and the more that we know, the more we can get on top of it and try to curve that behavior. So I would really encourage residents to communicate to us.

1769

04:32:07.280 --> 04:32:30.669

Cooper City Hall: If they see anyone acting recklessly, throwing objects at moving vehicles is actually a crime, whether you know it or not. You can hurt somebody very seriously with a rock through through a window. So we need to enforce the laws. And certainly Commissioner, shrouder, too, will work with the parents to try to curve the behavior in a way that does not

1770

04:32:30.670 --> 04:32:41.159

Cooper City Hall: harm the the child's future. But there comes a time where we also need to take a strong enforcement stance, and so trust us to make that determination, I would say.

1771

04:32:41.620 --> 04:32:53.780

Cooper City Hall: But why can't you surveil and catch them? We have actually caught them multiple times going rocks. We have an active investigation on that right now. Yes.

1772

04:32:55.000 --> 04:32:58.220

Cooper City Hall: they have that on video for the person who sent the letter.

1773

04:33:00.310 --> 04:33:05.919

Cooper City Hall: Any other questions. Kevin? Thank you very much. Fire chiefs report.

1774

04:33:09.610 --> 04:33:14.090

Cooper City Hall: Good evening, Mr. Mayor. Commissioners, city managers, staff and residents

1775

04:33:15.840 --> 04:33:20.520

Cooper City Hall: we missed most of you at the sort of appreciation dinner

1776

04:33:20.700 --> 04:33:26.339

Cooper City Hall: that we had last week. We had 17 members attend.

1777

04:33:26.669 --> 04:33:33.080

Cooper City Hall: I want to thank Commissioner Melosie for showing up and saying a few words.

1778

04:33:33.580 --> 04:33:35.589

Cooper City Hall: It was much appreciated.

1779

04:33:37.119 --> 04:33:39.680

Cooper City Hall: And

1780

04:33:39.980 --> 04:33:42.069

Cooper City Hall: Thursday we're going to

1781

04:33:42.290 --> 04:33:47.959

Cooper City Hall: Pioneer Middle School to be painting the hydrants for our hydrant design.

1782

04:33:48.500 --> 04:33:52.169

Cooper City Hall: If you go down Southeast Lake Boulevard

1783

04:33:52.480 --> 04:33:58.390

Cooper City Hall: you will see Embassy Creek Elementary has painted the hydrants along their roadway

1784

04:33:58.430 --> 04:34:01.909

Cooper City Hall: out in front of their school and

1785

04:34:03.220 --> 04:34:12.840

Cooper City Hall: Park communications. Personnel Mike Cabello was out there taking pictures and interviewing the students.

1786

04:34:12.930 --> 04:34:16.839

Cooper City Hall: So I think everybody had a great time during that

1787

04:34:18.340 --> 04:34:23.419

Cooper City Hall: our cert members will be at the E to the beat on Friday night.

1788

04:34:24.340 --> 04:34:32.940

Cooper City Hall: so they'll be setting up a a tent, and they will be having. There are Cpr. Mannequins out there.

1789

04:34:33.180 --> 04:34:37.490

Then we would be doing a hands-on. Cpr. For anybody that wants to come by.

1790

04:34:39.349 --> 04:34:43.139

Cooper City Hall: I did a follow up on the Narcan

1791

04:34:43.450 --> 04:34:45.170

Cooper City Hall: just for the

1792

04:34:45.410 --> 04:34:50.889

Cooper City Hall: mainly for the temperatures cannot be stored over a hundred 4 degrees.

1793

04:34:51.330 --> 04:35:08.060

Cooper City Hall: and it cannot be exposed to sunlight. so they recommend the temperature between 68 and 77 degrees for storage. It will freeze, but once it freezes it, it will no longer discharge

1794

04:35:08.160 --> 04:35:12.390

Cooper City Hall: out of the container. but once it throws out, you can use it.

1795

04:35:12.430 --> 04:35:15.660

Cooper City Hall: Pardon. Once once it throws out

1796

04:35:16.200 --> 04:35:23.140

Cooper City Hall: when it thaws out it can be used again. But South Florida, we don't have the temperature low enough to where it's going to freeze

1797

04:35:23.840 --> 04:35:24.570

Cooper City Hall: plan.

1798

04:35:24.750 --> 04:35:26.949

Cooper City Hall: Yet. There is climate change.

1799

04:35:27.310 --> 04:35:29.099

Cooper City Hall: I just

1800

04:35:29.480 --> 04:35:33.330

Cooper City Hall: want to give you an update on Quint 28.

1801

04:35:33.560 --> 04:35:39.269

Cooper City Hall: It's been out of service for several weeks. Now. There's a supply issue.

1802

04:35:39.710 --> 04:35:45.500

Cooper City Hall: We had an acceleration problem with the truck where we were losing our acceleration.

1803

04:35:46.200 --> 04:35:54.350

Cooper City Hall: It's a warranty issue. I believe, that the truck has gone to the manufacturer in Pompano. which is 18,

1804

04:35:54.570 --> 04:35:59.390

Cooper City Hall: and they've determined. It's a control module issue.

1805

04:35:59.509 --> 04:36:09.230

Cooper City Hall: And that's where our supply problem comes in. So they're waiting on getting that control module. And as soon as they get it. Then we get the truck back.

1806

04:36:09.800 --> 04:36:14.809

Cooper City Hall: So we're following up with that on a weekly basis to see where

1807

04:36:14.990 --> 04:36:19.710

Cooper City Hall: where the supply chain is that that part is in the supply chain.

1808

04:36:21.540 --> 04:36:22.720

Cooper City Hall: and

1809

04:36:23.919 --> 04:36:27.130

Cooper City Hall: that's what I have for the fire chiefs report. Are there any questions.

1810

04:36:27.710 --> 04:36:29.400

Cooper City Hall: Commissioner Melosie?

1811

04:36:29.630 --> 04:36:30.529

Cooper City Hall: good thanks.

1812

04:36:32.070 --> 04:36:42.509

Cooper City Hall: I noticed in the past couple of months that I think that our fires have gone up. Have you noticed that trend, or is that just me reading into it?

1813

04:36:42.560 --> 04:36:44.670

Cooper City Hall: We have had

1814

04:36:44.740 --> 04:36:48.960

Cooper City Hall: several outside fires and electrical fires.

1815

04:36:49.080 --> 04:37:00.749

Cooper City Hall: I would say the trend is is in that area not so much structure fires. I don't know if. Yeah, the electrical fires tend to be

1816

04:37:00.910 --> 04:37:03.399

Cooper City Hall: trees and in power lines.

1817

04:37:03.570 --> 04:37:09.830

Cooper City Hall: you know those type of things where we usually have Fpo come out

1818

04:37:10.070 --> 04:37:21.250

Cooper City Hall: because we they don't play with our fires, and we don't play with their power lines. But the the outside fire is just residents burning brush.

1819

04:37:21.900 --> 04:37:27.249

Cooper City Hall: and we bought when we go on scene. We just have them extinguish it at that point.

1820

04:37:27.550 --> 04:37:34.709

Cooper City Hall: unless it becomes a repetitive issue. Maybe we can utilize the pio and

1821

04:37:35.090 --> 04:37:50.040

Cooper City Hall: put out like little snippets to tell people what to or not to do. And that way we potentially avoid what could turn into something worse. That sounds good. It can put something together, form like don't like fires or something

1822

04:37:50.200 --> 04:38:07.849

Cooper City Hall: and then I also wanna say, thank you, because I know that the members of the Team Council are chomping at the bit to do their fire extinguishers and not their their fire hydrants. They cannot wait, and I also know that they were talking some members at the High School. They were talking about it

1823

04:38:07.890 --> 04:38:29.060

Cooper City Hall: then some of the lacrosse or volleyball girls, and they're overheard it, and they're like, well, we wanna do it. So it's starting. So a lot of people want to get a lot of the clubs want to get involved. And you know, this club wants it, and this club wants it. So it's a great way to to have the kids express themselves without.

1824

04:38:29.189 --> 04:38:40.379

Cooper City Hall: without, you know, doing any harm. So I have to give a shout out to to Mike Stanton and the utilities department because they're cleaning the hydrants and painting them

1825

04:38:40.439 --> 04:38:44.219

Cooper City Hall: before the kids get a chance to put their design on em.

1826

04:38:44.410 --> 04:38:47.960

Cooper City Hall: So we're following behind Mike and

1827

04:38:48.000 --> 04:39:03.990

Cooper City Hall: as soon as he completes like he just completed pioneer Middle School. So that's why we're we're going there Thursday. he's he's starting the the High School, but he hasn't completed the hydrants yet. As soon as he completes the hydrants.

1828

04:39:04.070 --> 04:39:24.709

Cooper City Hall: then we'll be moving on to the high school. I appreciate you running with them because the kids are very excited. Teenagers excited is actually impressive, because usually they're like, yeah, whatever right? They were actually enthused. So we're working with Brandon. And we're working with Mike to get the team council, hydrants ready to go.

1829

04:39:24.849 --> 04:39:27.759

Cooper City Hall: and so they can take care of that, too. Thank you.

1830

04:39:28.509 --> 04:39:29.830

Cooper City Hall: Any other questions.

1831

04:39:30.200 --> 04:39:34.869

Cooper City Hall: chief. Just 2 questions quick! You have

1832

04:39:34.950 --> 04:39:38.019

Cooper City Hall: the 10 min and 5 s outlier.

1833

04:39:38.330 --> 04:39:43.270

Cooper City Hall: It was Code 3. It never changed. Am I correct? That's correct. Okay.

1834

04:39:43.280 --> 04:39:47.210

Cooper City Hall: And so you're saying, it takes 10 min from the call

1835

04:39:47.370 --> 04:39:50.099

Cooper City Hall: to the actual showing up

1836

04:39:50.130 --> 04:39:51.160

Cooper City Hall: from

1837

04:39:51.490 --> 04:39:53.310

Cooper City Hall: the house to

1838

04:39:53.440 --> 04:39:56.090

Cooper City Hall: country plank. That's correct.

1839

04:39:57.730 --> 04:40:05.160

Cooper City Hall: I must have missed it because I do read your report so that we can cut down on the time. But I didn't see anything

1840

04:40:05.400 --> 04:40:08.980

Cooper City Hall: about the quint in this report.

1841

04:40:08.990 --> 04:40:18.359

Cooper City Hall: I didn't see anything about the Quint. You're saying it went on for several weeks in 2 weeks before this report. I didn't go back as far as much.

1842

04:40:18.390 --> 04:40:25.589

Cooper City Hall: So when did it start? Well, I'm I'm going as of today. This report was submitted last week.

1843

04:40:25.930 --> 04:40:32.130

Cooper City Hall: And if you look through these apparatus, report is from January first to the fifteenth.

1844

04:40:32.210 --> 04:40:40.479

Cooper City Hall: as everything else in this report is the first 2 weeks. So that's why the the Quint shows being out of service for 15 days.

1845

04:40:41.400 --> 04:40:49.029

Cooper City Hall: Question simply was, When did it go out of service? I went out of service, I believe. December 30. First.

1846

04:40:49.620 --> 04:41:02.349

Cooper City Hall: It was. It was at the end of the year. Beginning of this year is when the problem developed. So it's been. It was 2 weeks for this report. By next report I'll have the full timeframe.

1847

04:41:02.950 --> 04:41:11.949

Cooper City Hall: and we're expecting, based on the supply chain to either. Get it back at the end of this week or sometime next week.

1848

04:41:12.990 --> 04:41:17.690

Cooper City Hall: But you know again, the supply chain is not guaranteed.

1849

04:41:19.350 --> 04:41:23.559

Cooper City Hall: I'm I'm just a little confused to run the timeframe for me again.

1850

04:41:23.670 --> 04:41:24.920

Cooper City Hall: It was out

1851

04:41:25.270 --> 04:41:29.719

Cooper City Hall: December, when pretty much the beginning of this year, beginning of this year

1852

04:41:29.740 --> 04:41:33.539

Cooper City Hall: have we had any meetings before this one

1853

04:41:34.030 --> 04:41:36.880

Cooper City Hall: that would have addressed the point?

1854

04:41:38.800 --> 04:41:50.350

Cooper City Hall: This is the this is the first meeting. It was from January one to the fifteenth is what covers in my report. and that's why I have 15 days at the Quint is out of service.

1855

04:41:50.930 --> 04:41:51.820

Cooper City Hall: They.

1856

04:41:52.350 --> 04:41:59.239

Cooper City Hall: Madam Clerk, what was the date of our first meeting like the Ninth? But he had already submitted that report.

1857

04:41:59.300 --> 04:42:01.880

Cooper City Hall: Oh, you couldn't do a supplement to the report.

1858

04:42:02.390 --> 04:42:15.320

Cooper City Hall: Come on. Well, my next report's going to have the entire month of January supplement to this report.

1859

04:42:15.430 --> 04:42:22.640

Cooper City Hall: because it's submitted the week before for the clerk. Then tell me why you didn't tell us about it at the meeting.

1860

04:42:22.930 --> 04:42:39.680

Cooper City Hall: I mean, I understand. I'll give you. Oh, I didn't want to write up a report. It takes too long. Tell me why you didn't tell us that I didn't want you to yell at them. Oh, I'm not. I'm asking for for the January ninth for the giant January Ninth Commission Report.

1861

04:42:39.700 --> 04:42:45.770

Cooper City Hall: Yes, I'd have to go back and look at my report. I'm pretty sure I must a put something in there regarding that

1862

04:42:46.820 --> 04:42:50.570

Cooper City Hall: maybe I mean, if it was out of service, it's out of service, you know.

1863

04:42:51.900 --> 04:43:06.229

Cooper City Hall: Maybe I missed it. Let's let's you and I meet and review the report, and then we can review the video and go to the tape and see whether you told us anything as a supplement calm down. Yeah, I mean, I'll I'll look at the report as soon as I get back to station.

1864

04:43:06.390 --> 04:43:07.810

Cooper City Hall: Give me call. I'll be up.

1865

04:43:08.130 --> 04:43:18.069

Cooper City Hall: I have a question. How is it going with the rescue truck that we purchased? I know. Remember, at 1 point we had to send a lawyer letter

1866

04:43:18.480 --> 04:43:30.950

Cooper City Hall: right? The initial drawings we got back still had some areas that needed to be corrected. We sent it back to the representative

1867

04:43:31.210 --> 04:43:33.729

Cooper City Hall: so they could have engineered and redraw it.

1868

04:43:34.050 --> 04:43:42.200

Cooper City Hall: And now we're waiting to get those final drawings before it goes into production. Have they been responsive now?

1869

04:43:43.020 --> 04:43:51.229

Cooper City Hall: They've been more responsive, but they're still not giving us a production date, which is what I continually asked them about.

1870

04:43:51.320 --> 04:44:00.140

Cooper City Hall: and the city Manager and the city attorney have both been CC'd on the emails that are going back and forth.

1871

04:44:00.160 --> 04:44:18.119

Cooper City Hall: So everybody is aware of the timeframes. Yeah, I can just offer that. I have been copied on quite a few emails as recently as yesterday. From the vendor, so I know that they've been engaged. I can't speak to where they are in the process, but we have been copied on a number of emails. So once it goes into production, how long is that?

1872

04:44:18.930 --> 04:44:24.730

Cooper City Hall: That's the fastest part the production should take approximately 4 months.

1873

04:44:26.160 --> 04:44:29.850

Cooper City Hall: Oh, okay, so maybe by the end of the year we'll have it.

1874

04:44:30.540 --> 04:44:42.359

Cooper City Hall: Well, we I'm hoping by by the middle of this year we we get that. And again the latter truck is scheduled for 2025. So next year we should have the latter truck, too.

1875

04:44:45.030 --> 04:44:47.040

Cooper City Hall: Thank you. Any other questions.

1876

04:44:47.420 --> 04:44:48.600

Cooper City Hall: Thank you, chief.

1877

04:44:49.160 --> 04:44:54.149

Cooper City Hall: moving on to the commission of concerns. Commission Schroeder. No cause

1878

04:44:55.160 --> 04:45:01.360

Cooper City Hall: goes with the rookies first. My apologies

1879

04:45:02.570 --> 04:45:07.099

Cooper City Hall: mentioned concerns. I want to wait

1880

04:45:09.140 --> 04:45:13.670

Cooper City Hall: because it's all my tempo. It opens my tempo.

1881

04:45:14.660 --> 04:45:18.209

Cooper City Hall: I'll pass you commission and catchment

1882

04:45:21.380 --> 04:45:23.730

Cooper City Hall: your tempo

1883

04:45:24.010 --> 04:45:39.649

Cooper City Hall: I want to. Just let the residents know a few of us Mayor Ross, myself and Mr. Shrouder went to Tallahassee last week for broward days, which is when a lot of elected officials and community leaders.

1884

04:45:39.830 --> 04:45:44.759

Cooper City Hall: go up to Tallahassee to advocate for their respective cause.

1885

04:45:44.810 --> 04:45:49.629

Cooper City Hall: and I think we had a very productive time there. If

1886

04:45:49.830 --> 04:45:56.590

Cooper City Hall: anybody doesn't know we have 2 appropriation requests currently with the legislature

1887

04:45:57.050 --> 04:46:08.069

Cooper City Hall: that total about 1.1 7 million dollars. One of them is for basically pipe sewage pipes reinforcement that

1888

04:46:08.170 --> 04:46:14.390

Cooper City Hall: underground, and and for 700,000, and the rest is for hiatus road around about phase 2

1889

04:46:14.540 --> 04:46:32.319

Cooper City Hall: they're both sponsored by Senator Lauren, book and Representative Michael Gottlieb, who are our 2 officials who represent us in Tallahassee? And they're doing a really good job advocating for it. We found our way into different people's offices to try to

1890

04:46:32.320 --> 04:46:45.189

Cooper City Hall: reinforce that. And we're also represented by Ron Book and Rona Brown in the lobbying side. So I think we have a really good shot. But if anybody in the community has a

1891

04:46:45.210 --> 04:47:01.620

Cooper City Hall: relationship with their legislator or with any legislator or the governor. I encourage you to share that information with them. Happy to share it with you if you would like more details. But last year we came home with

1892

04:47:01.730 --> 04:47:12.120

Cooper City Hall: 800 and something \$1,000, and we're looking to top that. But this is this is our money. These are our tax dollars that go to Tallahassee that sometimes never come back.

1893

04:47:12.160 --> 04:47:19.989

Cooper City Hall: So our goal is to bring as much of it back to our home as we can, so just wanted to share that with the residents and

1894

04:47:21.010 --> 04:47:25.660

Cooper City Hall: we'll keep you posted. Thank you. Thank you. Commissioner Melosie.

1895

04:47:25.730 --> 04:47:31.240

Cooper City Hall: I don't know. Are you ready yet, Commissioner? No, you go. Yes, please.

1896

04:47:33.560 --> 04:47:40.429

Cooper City Hall: Let me preface this by saying

1897

04:47:40.990 --> 04:47:54.159

Cooper City Hall: I'm mean no disrespect to anyone. But when I went and went through item number 4,

1898

04:47:55.460 --> 04:48:00.640

Cooper City Hall: which was pulled. But I'm still bringing this up. I lost my mind.

1899

04:48:01.220 --> 04:48:04.020

Cooper City Hall: I was livid is an understatement.

1900

04:48:04.120 --> 04:48:16.020

Cooper City Hall: So here's some questions that I would like, answered Mr. City manager. You said we had a contract, and someone did this work for us. Who was the company that did this work for us

1901

04:48:18.730 --> 04:48:23.850

Cooper City Hall: evergreen provided the initial drafts, Commissioner Maluzi, and how much should we pay them?

1902

04:48:26.090 --> 04:48:33.830

Cooper City Hall: I do not know that exact amount off the top of my head, but we can definitely get it and and confirm that when were those drafts delivered to us?

1903

04:48:35.360 --> 04:48:46.160

Cooper City Hall: We received the drafts. or just do you recall. I know there was an initial round of draft, and they had to send a revised version.

1904

04:48:47.610 --> 04:48:50.089

Cooper City Hall: Yeah, late later November.

1905

04:48:51.460 --> 04:48:56.989

Cooper City Hall: And then we read the drafts. You read the drafts

1906

04:48:58.210 --> 04:49:02.460

Cooper City Hall: you admit to reading the drafts with your eyes open.

1907

04:49:04.440 --> 04:49:08.719

Cooper City Hall: Okay? Sober. Yeah. That was on call. I apologize.

1908

04:49:09.550 --> 04:49:14.729

Cooper City Hall: And did you also read what was posted in my agenda. Mr. City manager.

1909

04:49:15.170 --> 04:49:25.649

Cooper City Hall: Commissioner, I once we got those reviews. Once we got those job descriptions from the consultant. Then, in addition to that.

1910

04:49:25.740 --> 04:49:27.690

Cooper City Hall: We.

1911

04:49:27.860 --> 04:49:35.820

Cooper City Hall: We had each of the department heads review their draft area of their particular job descriptions

1912

04:49:36.090 --> 04:49:39.080

Cooper City Hall: and then and

1913

04:49:39.100 --> 04:49:57.229

Cooper City Hall: in addition and and revisions, you know that. Ha! That were made were made as as part of that. And then from my end, specifically, I worked on the department heads, and then the Administrative office. So but I to your question. I did not read every single job description, so

1914

04:49:57.830 --> 04:50:05.219

Cooper City Hall: I spoke with you yesterday spoke with you today just, and I, you know, as evidenced by

1915

04:50:05.750 --> 04:50:16.240

Cooper City Hall: yes, there's at some point I started nitpicking because I was already my temper was already done. But the inconsistencies. the

1916

04:50:16.530 --> 04:50:17.930

ineptitude.

1917

04:50:18.220 --> 04:50:19.330

Cooper City Hall: the

1918

04:50:20.430 --> 04:50:22.060

Cooper City Hall: laziness.

1919

04:50:23.360 --> 04:50:27.079

Cooper City Hall: and I say that because if you're going to have

1920

04:50:27.360 --> 04:50:36.119

Cooper City Hall: bullet points that end in periods on one, you put them on every document. There's no form. If you have

1921

04:50:36.190 --> 04:50:45.249

Cooper City Hall: everything ending on an even right side, you do it for one, you do it for all, if your bullet points are plural.

1922

04:50:45.330 --> 04:50:51.840

Cooper City Hall: even on one. Some were plural, some were singular. A. A.

1923

04:50:51.890 --> 04:51:02.629

Cooper City Hall: I gave this document to a teenage child, and I said, Read this one. What do you think of it? And my child said her eyes were bleeding. She couldn't take it

1924

04:51:02.670 --> 04:51:05.170

Cooper City Hall: because of all of the errors.

1925

04:51:05.290 --> 04:51:11.920

Cooper City Hall: Monthly, Daily Weekly. No one's plural one's one's weekly month

1926

04:51:12.420 --> 04:51:14.610

Cooper City Hall: day yearly.

1927

04:51:16.310 --> 04:51:31.700

Cooper City Hall: How about again? I brought it up? The person, the accounting technician whose job is to deliver and and drop off our bank balances every single day. Doesn't need a driver's license for 30 days.

1928

04:51:33.500 --> 04:51:39.029

Cooper City Hall: Well, how you gonna do! You're gonna ride your little bicycle. You can ride the bike to the bank.

1929

04:51:40.380 --> 04:51:53.839

Cooper City Hall: No one read it. The copy and paste. I wanna say, it's your job. Description, subsection C. There is no subsection. C to your job description.

1930

04:51:53.850 --> 04:51:58.599

Cooper City Hall: but yet it's in your job description and per your job description. This.

1931

04:51:58.610 --> 04:52:04.910

Cooper City Hall: the onus is on you per your job description. You're in charge of this.

1932

04:52:06.060 --> 04:52:08.600

Cooper City Hall: but apparently not.

1933

04:52:09.250 --> 04:52:17.500

Cooper City Hall: But subsection C, they quote statute, and then don't give the statute because they didn't finish copy and pasting

1934

04:52:19.050 --> 04:52:22.339

Cooper City Hall: we have a pool lifeguard

1935

04:52:23.140 --> 04:52:28.969

Cooper City Hall: who was, who was told in their job description light lifting

1936

04:52:29.380 --> 04:52:41.349

Cooper City Hall: 10. I think it was 10 to 40 pounds. So what happens if a person is 70 pounds and it's drowning. Does the lifeguard look over and go up? Sorry, too fat? You're not in my job description. Die

1937

04:52:42.030 --> 04:52:45.360

Cooper City Hall: again. No one read it.

1938

04:52:47.360 --> 04:52:50.189

I can't begin to tell you

1939

04:52:50.250 --> 04:52:56.130

Cooper City Hall: the laziness November to now

1940

04:52:57.530 --> 04:53:01.840

Cooper City Hall: I have II wore through one of these pencils

1941

04:53:02.400 --> 04:53:05.500

Cooper City Hall: at my home with corrections.

1942

04:53:06.600 --> 04:53:14.060

Cooper City Hall: I broke a few points, because at 1 point I was like stabbing the paper, because I could not believe that something

1943

04:53:14.160 --> 04:53:24.710

Cooper City Hall: riddled with mistakes. and that no one read made it to my level. That I had to vote on.

1944

04:53:25.850 --> 04:53:33.209

Cooper City Hall: How can I vote on something that is is, is beyond comprehension.

1945

04:53:33.410 --> 04:53:52.679

Cooper City Hall: because not only is it grammatical. Not only is there punctuation, spelling, spacing, but there are things that make absolutely no sense because they don't belong there, because some one, whether it's evergreen, whether it's HR. Or whether it was a department head

1946

04:53:53.600 --> 04:54:00.959

Cooper City Hall: copy and pasted the wrong information and did it improperly, and no one bothered to read it.

1947

04:54:01.130 --> 04:54:07.190

Cooper City Hall: because if they did. and someone took 2 days reading this like I did.

1948

04:54:08.450 --> 04:54:23.820

Cooper City Hall: then I wouldn't be upset, and it would have never made it to me like this. This item was pulled because of ineptitude and laziness. because I called you up, or you called me, and I told you that I was gonna lose my mind

1949

04:54:24.460 --> 04:54:29.530

Cooper City Hall: because I could not believe that something so horribly written

1950

04:54:30.130 --> 04:54:35.519

Cooper City Hall: and horribly copy and pasted would make it to the Commission level.

1951

04:54:36.700 --> 04:54:47.480

Cooper City Hall: because whomever did, it showed me that they did not care about their job. because if they did, they would not hand in a document like this

1952

04:54:47.660 --> 04:54:57.179

Cooper City Hall: because any other job they would be fired. But I guess city government just keep going. We're gonna give you more time to mess it up.

1953

04:54:57.250 --> 04:55:07.930

Cooper City Hall: because apparently the amount of time you had to work on. This was not enough. So now we're pulling an item after I read it

1954

04:55:08.170 --> 04:55:11.769

Cooper City Hall: for hours. Unlike everybody else before me.

1955

04:55:14.100 --> 04:55:20.099

Cooper City Hall: And now we're going to spend more time. What pretending that we read it and hand it in!

1956

04:55:21.930 --> 04:55:27.190

Cooper City Hall: I cannot. Stuff like this should not happen on my level.

1957

04:55:29.290 --> 04:55:32.040

Cooper City Hall: If if, again, a high schooler

1958

04:55:32.150 --> 04:55:42.510

Cooper City Hall: understands the issues that if someone that has not even graduated that has not received the high school diploma or equivalent can understand the mistakes.

1959

04:55:42.650 --> 04:55:55.309

Cooper City Hall: Then how can someone that is already in a position of power, of management, or of whatever evergreen is signed. Not understand this number 1 s concern. I won't.

1960

04:55:55.420 --> 04:55:56.339

Cooper City Hall: I won't

1961

04:55:56.500 --> 04:55:59.059

Cooper City Hall: labor. The point on is.

1962

04:55:59.690 --> 04:56:11.990

Cooper City Hall: I cannot continue to get my agenda books on Friday. I've already cancelled all agenda review. Because I get the book

1963

04:56:12.730 --> 04:56:18.459

Cooper City Hall: Hours. If not, when I have a meeting that is unacceptable.

1964

04:56:18.510 --> 04:56:23.379

Cooper City Hall: My job is to read and comprehend an agenda.

1965

04:56:24.890 --> 04:56:28.199

Cooper City Hall: Why is it that I'm getting an agenda at

1966

04:56:28.440 --> 04:56:33.149

Cooper City Hall: mid morning on Friday before a commission meeting?

1967

04:56:33.400 --> 04:56:43.700

Cooper City Hall: That's not the first time it's happened. It's not the last time it's going to happen, but it cannot continue to happen. So now I get to ruin my weekend

1968

04:56:44.460 --> 04:56:49.299

Cooper City Hall: with my family and my family time, because I do enjoy it.

1969

04:56:50.550 --> 04:56:58.719

Cooper City Hall: I get to stay up until God only knows when or wake up at oh, dark 30, to complete reading, and to do my research.

1970

04:57:00.110 --> 04:57:08.589

Cooper City Hall: because nothing was handed to me in a reasonable amount of time. I'm elected

1971

04:57:08.810 --> 04:57:13.260

Cooper City Hall: to read, comprehend, and make a reasonable vote.

1972

04:57:14.390 --> 04:57:19.770

Cooper City Hall: handing me something without giving me ample time is not

1973

04:57:20.320 --> 04:57:27.789

Cooper City Hall: right fair or courteous. and I'm I'm done with it. It's going to not happen again.

1974

04:57:28.790 --> 04:57:37.989

Cooper City Hall: I expect my agenda. This never happened in the first 12 years. I got my agenda several days before I would get it, Greg, right or wrong.

1975

04:57:38.070 --> 04:57:41.440

Cooper City Hall: Tuesday, at least a week beforehand.

1976

04:57:41.890 --> 04:57:52.749

Cooper City Hall: I don't know why, how, who, what, when, but I want my agenda, and I want to be able to read it during the week. I don't want to have to rearrange plans with my family.

1977

04:57:53.050 --> 04:58:13.040

Cooper City Hall: because it's the weekend is family time, the the challenges, Commissioner, if I might add, and and I certainly hear what you're saying. And and I want to work towards getting you that agenda soon. The challenges with that scenario is we don't even have Commissioner items until that Tuesday. That day is the deadline

1978

04:58:13.390 --> 04:58:43.219

Cooper City Hall: for agenda items related to the items that you and your colleagues might want to add. So I don't mind working towards trying to get it to you earlier, and certainly agree with the job. Descriptions that you know in in hindsight to do it over again, we we should have provided to them to you, or something of that magnitude, and allow you plenty of time, like we've done with. say, the personnel draft manuals and and those types of things. So but I would

1979

04:58:43.230 --> 04:58:54.210

Cooper City Hall: I would definitely welcome the opportunity to go back and look at. I know there's a particular process, as it relates to the agenda, and preparing it and and getting it

1980

04:58:54.250 --> 04:59:13.589

Cooper City Hall: prepared. But it is part of that overall process where you know initially, we have a draft agenda by the Friday before that Tuesday, and then Commission can add items on that Tuesday, and then a combination of adding those items plus additional work trying to get those items in.

1981

04:59:13.610 --> 04:59:15.349

Cooper City Hall: You know it it is.

1982

04:59:15.390 --> 04:59:25.900

Cooper City Hall: and an area definitely for improvement and and want to work with you and your colleagues to try and figure out a better format for that. Well, again.

1983

04:59:26.060 --> 04:59:39.270

Cooper City Hall: it's if you have half of the agenda already done by Friday. we we can't add that I understand there are times when we add a lot. I do understand that, but it's consistently

1984

04:59:39.930 --> 04:59:41.080

Cooper City Hall: Thursday.

1985

04:59:41.570 --> 04:59:50.289

Cooper City Hall: Thursday, Thursday, Friday, and we can certainly give you, ma'am, like, for example, this passagenda, that Arpa item, and those documents. They were completely finished

1986

04:59:50.360 --> 05:00:09.349

Cooper City Hall: the Friday before that Friday. So you know I know you with your hard, bound preference, and I'll I'll work with Tedra as soon as the first draft is prepared. We will. We will get you a copy of that draft. And then so at least, you have everything we have at that juncture, and we'll work to improve that process.

1987

05:00:09.600 --> 05:00:13.390

Cooper City Hall: Commissioner Stradder. How many commission items were added

1988

05:00:13.520 --> 05:00:14.850

Cooper City Hall: on this agenda.

1989

05:00:15.430 --> 05:00:28.299

Cooper City Hall: This agenda. Not, sir, so I mean to me it's like a cop out, you know. The reality is the rule with a agenda has to be published the Friday before. Isn't isn't a draft agenda without backup?

1990

05:00:28.500 --> 05:00:40.649

Cooper City Hall: The backup was not on there for most of these items until Thursday or Friday. I mean, I think it was a Thursday that 230 something pages were added on of job descriptions

1991

05:00:40.720 --> 05:00:42.150

Cooper City Hall: correct.

1992

05:00:42.280 --> 05:01:03.710

Cooper City Hall: with no track changes no comparison, nothing. I meant I called Jacob and asked, Jacob, do you have a do you have a social worker? Degree is part because I was so infuriated that I was expected to read all this. My general review was set for 30'clock, and you canceled at 20'clock on Thursday for me.

1993

05:01:03.820 --> 05:01:07.359

Cooper City Hall: so I didn't want to come in. I had already spent a week

1994

05:01:07.400 --> 05:01:29.609

Cooper City Hall: doing city business in Tallahassee, so it's the same thing I come back in town. I now have to catch up on my job and have things with my family. I don't want to spend the weekend. These are so bad. Okay. The accountant thing says that they gotta comply with with policy. 10. Dash one. There's no policy. 10. Dash one. No one read these things.

1995

05:01:29.760 --> 05:01:34.230

Cooper City Hall: It talks about a cafr, which that's not even the word anymore used.

1996

05:01:35.040 --> 05:01:47.989

Cooper City Hall: They don't even use that word. You have to gasp 62, and whatever there's like 4 gas beat pronouncements that they have to follow. So why wouldn't you say government counting practices? I mean, they literally were not ready.

1997

05:01:48.080 --> 05:01:52.790

Cooper City Hall: I have said no, and or how many times.

1998

05:01:53.680 --> 05:01:59.039

Cooper City Hall: And they're they're they're riveted with Andors. I mean it. It's laughable

1999

05:01:59.090 --> 05:02:13.510

Cooper City Hall: somebody should be terminated over how bad these are. Somebody should be terminated. I mean, it's it is ridiculous. This isn't. This isn't even like we're not even playing hide the ball. It's the same things we bring up over and over and over again.

2000

05:02:13.820 --> 05:02:28.770

Cooper City Hall: I'm going to ask about the maintenance to position that we are advertising last time I asked the hr. Director. Why is the maintenance to position online advertised requiring a Cdl license. And you guys were going to look into it. Does somebody have an explanation for me.

2001

05:02:31.440 --> 05:02:34.600

Cooper City Hall: Thoris, do you have information on that item.

2002

05:02:36.080 --> 05:02:37.360

Cooper City Hall: but you need a mic.

2003

05:02:40.860 --> 05:02:42.480

Cooper City Hall: Where's Jonathan when you need him?

2004

05:02:43.900 --> 05:02:45.300

Cooper City Hall: He was here.

2005

05:02:48.680 --> 05:03:01.529

Cooper City Hall: mayor and commissioners. We removed it from the website. For now, because apparently we there was some confusion with some of the with the new draft and the old current job description.

2006

05:03:02.880 --> 05:03:11.629

Cooper City Hall: Well, W. Where did you remove from? Because I'm on the website right now, I click on it. It says, right here, career, not careers.

2007

05:03:12.100 --> 05:03:22.559

Cooper City Hall: Talk about that. Okay? So you click on the career button. and it pulls up right here. Open jobs. I click maintenance to technician. And it says right here

2008

05:03:22.710 --> 05:03:36.019

Cooper City Hall: that must have a class A or B driver's license and Class B tree trimming license. So where was it removed from? We removed it from Adp. So I got to double check. Why it has not been removed from the website.

2009

05:03:36.440 --> 05:03:47.180

Cooper City Hall: When was it removed from my. why was it removed from a dB, probably because I said something to you today. And then you said a follow-up. That is correct. But last meeting I brought this up, and so why would this be

2010

05:03:47.340 --> 05:03:54.880

Cooper City Hall: on there ever? How did. How do you let a job description that's not approved by us online? How does that happen?

2011

05:03:55.240 --> 05:04:05.479

Cooper City Hall: We made a mistake, but then I brought it up 2 weeks ago, and you just leave, and you go and forget what they say. I mean, why wouldn't you go make a note and then go fix it.

2012

05:04:05.570 --> 05:04:10.899

Cooper City Hall: I've actually said this thing like multiple times sprays roundup. I'm sure that wasn't approved.

2013

05:04:11.230 --> 05:04:35.419

Cooper City Hall: you know. Short voice management listed by name. Why, bother, you, you know, like like this is just, I think we say things. And you guys just walk out and laugh. And then we oh, we got all these vacancies. We can't fill these vacancies. We gotta hire. This is we we don't even know, I mean, how would you ever fill an entry level job requiring Cdl licenses when we didn't. We don't even require that the the supervisor of that's not even required to have a Cdl.

2014

05:04:36.220 --> 05:04:39.430

Cooper City Hall: What about the 4 positions that we budgeted for

2015

05:04:40.010 --> 05:04:43.910

Cooper City Hall: for the tree and street department. How come those are not advertised?

2016

05:04:44.580 --> 05:04:55.239

Cooper City Hall: I have not gotten a request from the Department. so if the City Commission says it's the policy of the city of Cooper City to do this. and we budget and we mandate it.

2017

05:04:55.400 --> 05:05:01.779

Cooper City Hall: How does that not get implemented? It's up to the director of of a department.

2018

05:05:03.640 --> 05:05:05.229

Cooper City Hall: It's up to a director

2019

05:05:06.020 --> 05:05:31.799

Cooper City Hall: to fill what we mandate is gonna happen trying to. I really don't understand how this works. Traditionally, it's a mutual process between Hr. And the department head to facilitate moving positions that are in my experience in years past we have hired one of the one of the members for that training group

2020

05:05:31.810 --> 05:05:42.970

Cooper City Hall: which position maintenance tech 2 was that one of the ones we budgeted? Yes, and did. We did. We was. It was a foreman, crude leader, trade workers.

2021

05:05:43.160 --> 05:05:45.510

Cooper City Hall: one and something else.

2022

05:05:45.740 --> 05:05:47.720

Cooper City Hall: I can't remember off the top of my head.

2023

05:05:48.150 --> 05:05:54.860

Cooper City Hall: but you never requested the power. I don't remember. I think I on a request form. I might have put it on there.

2024

05:05:54.970 --> 05:06:06.440

Cooper City Hall: but we brought this up during the budget, and then it doesn't happen. I mean, I really don't understand. We budget. We said it was. We wanted to create this. We're in a second budget year of this.

2025

05:06:06.600 --> 05:06:08.600

Cooper City Hall: And during the budget process

2026

05:06:08.870 --> 05:06:15.169

Cooper City Hall: I explained to you guys that they were advertised wrong, those whose positions were put in the budget wrong.

2027

05:06:16.530 --> 05:06:21.119

Cooper City Hall: We were. We were hiring a trades worker, one to trim trees.

2028

05:06:21.570 --> 05:06:33.010

Cooper City Hall: whatever it is, we, that's what we approved. And then in this. But this year's budget you approve for 3 maintenance text two's. I don't think that I don't think we changed the position we did. That's in the budget.

2029

05:06:33.530 --> 05:06:36.490

Cooper City Hall: Okay? Because because when Mr. Good did it?

2030

05:06:36.520 --> 05:06:53.630

Cooper City Hall: He advertised. He put in the budget the titles wrong? Well, that that's your opinion. We approved 4 positions when I approved it. Okay, the positions. They said. I thought made sense to

me. I don't believe it was changed. We had this conversation there in the budget process. We changed it.

2031

05:06:53.980 --> 05:07:07.000

Cooper City Hall: Whoever our budget person is, can they pull it up the budget by positions? I don't know. But either way, they're still not hired. 6 months later, right? Or how many months later, is it?

2032

05:07:08.200 --> 05:07:17.049

Yes, we can get Commissioner. We can get clarification on that. And and and we can move forward with making sure those are advertised within the next 14 days.

2033

05:07:17.610 --> 05:07:24.779

Cooper City Hall: I don't I don't. Well, first you gotta find out what what was. We will. We will confirm with with budget

2034

05:07:24.800 --> 05:07:40.989

Cooper City Hall: and and and once confirmed, we'll let you know, and also move forward with the admin. Do we address the hr. Issues? At what point do we address this? Who do we hold accountable for the continuous HR. Issues?

2035

05:07:41.630 --> 05:07:52.870

Cooper City Hall: How do we? How do we hold somebody accountable for that? This is every single thing. Oh, we can't hire, we can't hire, we need to. But then the things aren't put online. I mean, it's absurd.

2036

05:07:53.000 --> 05:07:59.329

Cooper City Hall: This is absurd. How do we? I mean the policy on vehicles?

2037

05:07:59.390 --> 05:08:11.339

Cooper City Hall: How come that has not been sent out to the employees? How come any policy we have adopted have not been sent out to the employees. What is the explanation? We talked about it over and over. Why has it not been sent out to the employees?

2038

05:08:12.940 --> 05:08:26.980

Cooper City Hall: Yeah. And and I would suggest, Commissioner, if you know if there is a list. And certainly you've heard the items that you have brought up this evening, you know, if there is a list I've certainly heard related the job descriptions. We have plenty of work to rework on that.

2039

05:08:27.100 --> 05:08:38.949

Cooper City Hall: I've noted as well, the the can. You know the the budget as it relates to the tree positions and advertisements. If there are additional items, I would ask if you would send them to my attention.

2040

05:08:39.050 --> 05:08:41.370

I've talked to you about the policy

2041

05:08:42.050 --> 05:08:43.320

Cooper City Hall: no less.

2042

05:08:43.570 --> 05:08:55.709

Cooper City Hall: Then, 12 times about the acknowledgement of policies. How do policies get acknowledged in this. And we talked today about that again, if you recall happen and and and what did I share? I said that

2043

05:08:55.850 --> 05:09:07.479

Cooper City Hall: that we agree. There's a process in Adp that would allow for acknowledgement. But we've agreed about this for 6 months. When will it happen, though? When will we start using that?

2044

05:09:08.770 --> 05:09:13.130

Cooper City Hall: And I think that's something that we can easily achieve with

2045

05:09:13.190 --> 05:09:20.030

Cooper City Hall: sure within the next 30 days. Okay, so within the next 30 days any policy changes will be acknowledged.

2046

05:09:20.270 --> 05:09:33.389

Cooper City Hall: I have a process to acknowledge them by the employees as far as any policies and procedures something. We're good. We want to hold them accountable. They should, they should at least have the benefit of knowing what it is. Right.

2047

05:09:33.750 --> 05:09:37.080

Cooper City Hall: So if we pass, hey, you can't wear.

2048

05:09:37.440 --> 05:09:47.279

Cooper City Hall: you know, blue, whatever we how do right now? What do we say? We tell the directors to go tell their people out in the field that they can't do that. That's what we do right.

2049

05:09:47.500 --> 05:09:55.439

Cooper City Hall: We don't have any system to say you had to sign here or anything like, I just don't understand that.

2050

05:09:55.790 --> 05:10:04.810

Cooper City Hall: we talked about emails. When can you have all the employees have emails? By what? What? That? What's the deadline.

2051

05:10:05.510 --> 05:10:10.549

Cooper City Hall: Jonathan? Any idea on when we we should be able to have those emails up for those other users.

2052

05:10:15.570 --> 05:10:26.839

Cooper City Hall: Yeah, I'm I'm gonna reach out to our licensing company and see if I can get an answer by at least this week. So the hope is with the with that response I can have a better idea. But

2053

05:10:26.850 --> 05:10:29.740

Cooper City Hall: you probably say within the next 30 days, if possible.

2054

05:10:29.900 --> 05:10:52.739

Cooper City Hall: you add licenses, you add users that takes and 2 h to do, I know might take you time to get it. But yeah, Jonathan, if you could reach out to them and get an answer, a firm answer on that,

expedite it, and so that I can share that back with the the mayor and commission. As to the status, and we say, by February the first, we'll give the employees emails.

2055

05:10:53.110 --> 05:11:21.410

Cooper City Hall: Oh, okay, you're right. That's a week. Let me just get confirmation from Jonathan first as well. So like right now, 30 of our employees have no email. So if they want to send something out, someone's got a print. Tim has utility, or that he's got to print it posted in the lunch room.

2056

05:11:21.670 --> 05:11:25.659

Cooper City Hall: and hopefully, the person salt that day like that's not, you know. Come on. We're

2057

05:11:25.850 --> 05:11:34.029

Cooper City Hall: well, then, you have to self to make sure that your employees check their emails. Well, but you have a policy usually requiring you to do it. So if it's in there and you didn't get it to your fault.

2058

05:11:34.380 --> 05:11:38.170

Cooper City Hall: okay, Deep

2059

05:11:38.510 --> 05:11:45.270

Cooper City Hall: man, I emailed you about your evaluation for your contract. We have to have. We have to come up with a criteria.

2060

05:11:45.420 --> 05:11:49.059

Cooper City Hall: I'd like to come up with a criteria so we could evaluate you

2061

05:11:49.320 --> 05:11:56.549

Cooper City Hall: pursuant to your contract. So yeah, got that. Let's so

2062

05:11:56.710 --> 05:12:21.839

Cooper City Hall: we we had adopted something. But a lot of the losses you could input on it. It's only fair to have these things set out. I don't want to wait. because if honestly, if I leave it to Lourdes, it's not Gonna happen. Well, you know, Commissioner, I would say that's really related to me and the Board's interaction, and I did see your note, and I saw Jacob's reply, and I will definitely. I know, miss your reply, though part of me I just missed your reply. The other contractual person. Well, he

2063

05:12:21.840 --> 05:12:33.560

Cooper City Hall: correct. He sent a note related to related to your request. And Ill definitely am aware of that date and I will work. I know I'm going to pull

2064

05:12:33.560 --> 05:12:57.410

Cooper City Hall: the version that has been used in the past, and I also have a version that that I've used in every city that I've been in that is, are, you know, has followed from Icma, the International City Managers Association. So because Il like you a lot, I told you that. But I'm absolutely willing to get rid of you if these things don't start happening because honeymoon phase is over, and some of that requires, you know.

2065

05:12:58.170 --> 05:13:20.549

Cooper City Hall: continued collaboration and communication and assistance. You know there have been challenges, some that are that are staff on our end, and there have been challenges and and some setbacks that are outside of our controls, that we are continuing to work through, related to personnel and staffing and placement.

2066

05:13:20.570 --> 05:13:35.150

Cooper City Hall: And again, we want to be able to get the things done that the Commission wants us to get done, and I want to make sure that everyone here is on the same page, and that we're working in the same direction. But budgetarily we have not restricted you.

2067

05:13:35.600 --> 05:13:41.420

Cooper City Hall: We have offered you whatever assistance you need absolutely. So

2068

05:13:42.390 --> 05:13:53.320

Cooper City Hall: you tell me what assistance you need to get these things done faster because they are not happening at at correct. It's like super.

2069

05:13:53.460 --> 05:14:19.379

Cooper City Hall: and I like you, but sure and and and I understand. And and you know, for an example, you know we are back to square one on the Public Works director. We had a strong candidate that was prepared and ready to move forward. You know, that's back in my ball court. I'll run with it. But that you know those items take time, and and it's you know it's a step backwards, and I understand you, and we will work towards saying.

2070

05:14:19.380 --> 05:14:28.160

Cooper City Hall: you know, what resources do we need to try and accomplish the task? That Commission want to see us complete as expeditiously as possible.

2071

05:14:28.580 --> 05:14:34.840

Cooper City Hall: you know. Honestly, I would like some type of

2072

05:14:34.880 --> 05:14:47.219

Cooper City Hall: action plan on how to fix the Hr issues. I don't know when you, you know. But you know, there needs to be something, because it's the same thing over and over

2073

05:14:47.560 --> 05:14:57.090

Cooper City Hall: for an action plan.

2074

05:14:57.280 --> 05:15:14.950

Cooper City Hall: You know I'd like to take some time, and and maybe we can put pen to paper on not just related to a department, but just kind of those next steps forward related to you know, what is that plan? As it relates to additional resources and and trying to address the issues that are out there.

2075

05:15:15.070 --> 05:15:35.529

Cooper City Hall: And certainly, you know I've I've heard what you guys have shared this evening, as it relates to your frustrations. There are some frustrations on on on my end and Staff's end as well. And maybe we can work to bring together that just related to just operationally and trying to do the things we need to do. And so I think

2076

05:15:35.650 --> 05:15:48.819

Cooper City Hall: you know, I want to work to to provide you guys a plan and commissioner to your point. You know what resources are needed to make sure that we're adequately getting the things done as soon as as can be, because sometimes there are conflicts, you know.

2077

05:15:49.390 --> 05:15:59.169

Cooper City Hall: and between the 2, and as I agree, as my friend Max told me, that he told one of his employees when she had a conflict with him.

2078

05:15:59.220 --> 05:16:28.539

Cooper City Hall: one of our guests. One of us has to leave, and one of our names on the door. So who do you think it's gonna be? Well, there's a conflict between, you know Staff and the City Commission. Well, I guess one of us gonna have to change and or leave, and I and it's probably not gonna be the 5 people's pictures on the wall, and I didn't say there, I didn't say I just said, you know, as far as related to the resources and the roadway for us to continue and to try and get things done that need to be accomplished, and that you all wanna see accomplished.

2079

05:16:28.540 --> 05:16:32.370

and that Staff wants to see a couple. I'm gonna give you an easy one. The pool.

2080

05:16:33.180 --> 05:16:39.579

Cooper City Hall: the pool opens, the full antenna center, whatever time it's not staffs in the morning.

2081

05:16:41.220 --> 05:16:44.430

Cooper City Hall: Jacob said. We can put a sign out that says, when it's your own risk.

2082

05:16:44.800 --> 05:16:47.840

Cooper City Hall: Why can't we do that? Why can't that start

2083

05:16:49.010 --> 05:17:18.980

Cooper City Hall: a. A. How long to take to have assigned me? This is no life, or under each one, or I mean. make a sign. You stick it out, why can't we do that? Yeah. And we have been working on a plan. I I'm not. I'm not in favor professionally, of recommending. I know we can do it. But I'm not in favor of recommending such an action. I have been working, and I share with one of your colleagues today

related to that topic on with our team related to a plan to expand our hours and provide adequate staffing

2084

05:17:18.980 --> 05:17:26.869

for that facility. We have a draft that has just been completed as a follow-up to the discussion that was occurred. And we're

2085

05:17:26.980 --> 05:17:31.180

Cooper City Hall: excuse me, we're working through that, you know.

2086

05:17:31.380 --> 05:17:37.869

Cooper City Hall: So it so that is one of those items that you gave us your professional recommendation. I think

2087

05:17:39.320 --> 05:17:44.840

Cooper City Hall: I'm okay with opening it in the morning and putting the sign out that says swimmers, you're on risk.

2088

05:17:45.400 --> 05:18:03.190

Cooper City Hall: because the people that come and swim are fine. If they have a heart attack and die. Well, that's at their own risk, same thing as if you have a heart attack driving in your vehicle. That's a risk I'm willing to take. Might might I make a suggestion? I know some don't like the Florida legal cities. But the fmit

2089

05:18:03.270 --> 05:18:25.530

Cooper City Hall: will answer those kind of questions and show you statistics, if you will, regarding that, and they'll give a recommendation as to what to do or what not to do, Commissioner Schroeder. If I could, just to figure back on the mayor's pod, I'd be glad to bring. You know we have that plan pretty much ready. I'd be glad to bring it back to you. And with that sounds like it's hiring more people.

2090

05:18:26.490 --> 05:18:34.270

Cooper City Hall: It it is a proposal related to staffing to, related to the operation of the facility. But the somebody's already there

2091

05:18:35.160 --> 05:18:37.320

Cooper City Hall: opens the gym up right? Not a lifeguard

2092

05:18:38.520 --> 05:19:01.869

Cooper City Hall: correct. So why can't we allow people to swim without a lifeboat on duty in the morning? Yeah. And and again, if that is you and your colleagues decision that that is certainly allowable. I just suggest we we do have a proposed plan that if you would allow us, you and your colleagues would allow us to put it on the next agenda, we could walk through it, and then certainly at the end. If that's your prerogative to move forward that way, we can accomplish that as well.

2093

05:19:02.360 --> 05:19:05.420

Cooper City Hall: and if you would in the interim call the F my team.

2094

05:19:05.900 --> 05:19:15.470

Cooper City Hall: I will see what they have to say. Alright, since you sort of address me. I'm going to address you further. Don't worry. Oh, and then I can respond no cause. It's Commissioner concern.

2095

05:19:16.560 --> 05:19:18.320

Cooper City Hall: If you're wow

2096

05:19:18.650 --> 05:19:20.020

Cooper City Hall: engaged.

2097

05:19:20.250 --> 05:19:24.669

Cooper City Hall: II I've I've no difficulty, you know, with it. But

2098

05:19:24.900 --> 05:19:26.939

Cooper City Hall: anything else. Commissioner Charter.

2099

05:19:27.070 --> 05:19:33.889

Cooper City Hall: Yeah, he could go ahead. No, no, no, you go ahead. Finish up. I just want you to understand.

2100

05:19:33.930 --> 05:19:35.149

Cooper City Hall: 10 to 12.

2101

05:19:35.170 --> 05:19:39.879

Cooper City Hall: It's not my fault. I'm not saying it is. I'm just noting the time.

2102

05:19:40.230 --> 05:19:51.680

Cooper City Hall: all vote.

2103

05:19:52.030 --> 05:19:53.089

Cooper City Hall: This is cool

2104

05:19:54.580 --> 05:19:59.600

Cooper City Hall: Commissioner Malos. Yes, Commissioner Casper, Commissioner Schrodinger. Yes, Mayor Ross. Yes.

2105

05:20:00.000 --> 05:20:05.040

Cooper City Hall: just alright. So the well.

2106

05:20:05.320 --> 05:20:16.139

Cooper City Hall: this is a nice thing. So before I get to the nice thing, you know. I just want to reiterate like these deadlines are not being met. We we need to meet them. No, I don't want to go over there.

2107

05:20:18.490 --> 05:20:28.330

Cooper City Hall: and I could not agree. I mean these, you you you must have known over these job descriptions because II was

2108

05:20:28.730 --> 05:20:36.269

Cooper City Hall: just as mad, if not more mad over her, and it was pulling teeth every bit of the way. Send me the things in words. Send me this like

2109

05:20:37.040 --> 05:20:38.650

Cooper City Hall: I don't know that

2110

05:20:38.800 --> 05:20:43.660

Cooper City Hall: it needs to. Somebody has to start paying attention.

2111

05:20:43.690 --> 05:20:46.500

The other thing is Mike,

2112

05:20:47.440 --> 05:20:55.570

Cooper City Hall: city Mike, who passed away. Mike Reardon passed away. You know, I wanna know what you guys think about?

2113

05:20:55.960 --> 05:20:57.409

Cooper City Hall: Maybe

2114

05:20:57.610 --> 05:21:02.040

Cooper City Hall: naming Flamingo Park the one by Flamingo town homes

2115

05:21:03.160 --> 05:21:06.029

Cooper City Hall: after him. Chew on it. We don't have to.

2116

05:21:06.210 --> 05:21:35.749

Cooper City Hall: What do you think?

2117

05:21:36.350 --> 05:21:53.759

Cooper City Hall: But I don't know enough about yes, 30, 40 years. Well, yeah, not to mention that Park needs a new name, because it sounds very similar to Flamingo West Park. But yeah, I mean, put it on. So we know.

2118

05:21:54.040 --> 05:22:18.690

Cooper City Hall: And and for the record, the the ordinance which was consist with the prior resolution does require a minimum 90 day waiting period following someone's death. What? Who who came up with that? Okay. Properties, buildings, structures, and facilities may be named after people who have died following a minimum. 90 day waiting period. Casey resurrects

2119

05:22:18.800 --> 05:22:40.539

Cooper City Hall: administrative procedures. Resolution. Okay? Moving right on.

2120

05:22:41.430 --> 05:22:42.989

Cooper City Hall: Commissioner Katzman.

2121

05:22:44.380 --> 05:22:50.600

Cooper City Hall: I respect your opinion, you're entitled to it. I take issue with it, I take exception to it.

2122

05:22:50.690 --> 05:22:59.969

Cooper City Hall: where, as a one year, Commissioner, you might be unaware of the 10 years that the Florida League of Cities fought

2123

05:23:00.040 --> 05:23:05.770

Cooper City Hall: form 6, and we were successful for 10 years, until this year, when we lost

2124

05:23:05.870 --> 05:23:07.320

Cooper City Hall: it was a hard loss.

2125

05:23:07.600 --> 05:23:16.540

Cooper City Hall: and and and I've got to be honest with that. But we continued to fight it. Be glad to show you all the work on it for the past 10 years.

2126

05:23:16.640 --> 05:23:19.590

Cooper City Hall: But this year was not a winner

2127

05:23:21.560 --> 05:23:25.639

Cooper City Hall: when we, as a commission.

2128

05:23:26.580 --> 05:23:30.870

Cooper City Hall: go up, and we recently did that to the Legislature.

2129

05:23:30.980 --> 05:23:36.420

Cooper City Hall: I guess I don't bite the hand that feeds me. and the lawsuit

2130

05:23:36.840 --> 05:23:42.339

Cooper City Hall: essentially is against a form, if you will of.

2131

05:23:42.740 --> 05:23:44.980

Cooper City Hall: or sister, or

2132

05:23:45.280 --> 05:23:48.450

Cooper City Hall: any kind of relation be

2133

05:23:48.770 --> 05:23:50.720

Cooper City Hall: because I understand

2134

05:23:51.050 --> 05:23:55.329

Cooper City Hall: you indicated that it wasn't going to be against the Ethics Commission. The Lawsuit

2135

05:23:55.650 --> 05:24:01.159

Cooper City Hall: State of Florida, State of Florida. That's where we get

2136

05:24:01.190 --> 05:24:04.140

our appropriate

2137

05:24:04.350 --> 05:24:07.170

Cooper City Hall: issues. and

2138

05:24:08.200 --> 05:24:19.059

Cooper City Hall: I don't think they would take too kindly to that. Being politically astute. I'm sure you're aware of that, and you have to factor that in

2139

05:24:19.390 --> 05:24:26.650

Cooper City Hall: to is this really worth it? And and then let's take a look at what is this really worth it? Meaning?

2140

05:24:26.940 --> 05:24:31.939

Cooper City Hall: Well, you balance rights, and that's what the judge is going to have to do.

2141

05:24:32.170 --> 05:24:33.140

Cooper City Hall: And

2142

05:24:33.650 --> 05:24:42.509

Cooper City Hall: 3 people, really 2 in essence have decided that elected officials privacy rights

2143

05:24:42.520 --> 05:24:53.039

Cooper City Hall: are more important than transparency rights. And I'm into the transparency rights that the residents want to see that they want to make sure

2144

05:24:53.100 --> 05:24:56.320

Cooper City Hall: that there are no conflicts that that we're not getting

2145

05:24:57.090 --> 05:25:09.000

Cooper City Hall: paid monies by the different vendors, etc. You're in favor of Form 6. No, I hate, I'm in favor of following the law. I am not in agreement with it at all.

2146

05:25:09.130 --> 05:25:18.970

Cooper City Hall: and when I travel throughout the State almost every elected official says the same thing of I'm against it. I don't like it, but I'm stuck with it

2147

05:25:19.220 --> 05:25:21.040

right now. That's the law.

2148

05:25:21.130 --> 05:25:25.080

Cooper City Hall: That's what I'll follow. You have an absolute right to file

2149

05:25:25.320 --> 05:25:33.579

Cooper City Hall: what I'm saying is, there are repercussions to filing as an attorney. I've seen it for my 43 years of practice.

2150

05:25:33.730 --> 05:25:40.320

Cooper City Hall: I can only indicate that we being. The Florida legal cities have done

2151

05:25:40.690 --> 05:25:44.359

Cooper City Hall: remarkable work in that area for the past 10 years.

2152

05:25:44.590 --> 05:26:03.010

Cooper City Hall: And again, you may not be aware of that, and that's fine, but I'm more than willing to sit down. And if you are coming up to Tallahassee again to the are you going for legislative days? You're not? Oh, you are okay. I was, gonna say, come to the office and we'll sit down and go into the office. Okay. I saw the shrine.

2153

05:26:03.200 --> 05:26:20.769

Cooper City Hall: Yes. The photo went up right above the air conditioner on 63 degrees. It is there. So Ill again you're entitled to your opinion. I disagree with it, because I know. And I was there and understood what was going on

2154

05:26:20.930 --> 05:26:31.670

Cooper City Hall: again. You're not. It's it's brand new to you, and I get that. So since I my name.

2155

05:26:32.010 --> 05:26:46.399

Cooper City Hall: I'm I think that the League of Cities does a lot of really good things. Is this is not a an attack on the League of Cities, where I think that they they fell short is that I believe that the League of Cities should be

2156

05:26:46.720 --> 05:27:05.650

Cooper City Hall: the organization or one of the organizations leading the charge in the courts. And and let me just address that for a moment. Yes, almost any attorney. And they're gonna say, not only do the cities not have standing, but sure as hell, the Florida League of Cities does the judges tell them that? I mean that that's my opinion.

2157

05:27:05.750 --> 05:27:08.399

And then, and balancing.

2158

05:27:08.500 --> 05:27:09.979

Cooper City Hall: I have nothing to hide.

2159

05:27:10.060 --> 05:27:27.859

Cooper City Hall: But I also think it's a complete invasion of privacy, and I don't know if people really understand if they're not required to do this. You have to say exactly how much money you make and have and possessions that you have that's anything worth over a thousand dollars.

2160

05:27:28.220 --> 05:27:29.859

Cooper City Hall: That's gonna that's

2161

05:27:29.880 --> 05:27:31.579

Cooper City Hall: a safety issue.

2162

05:27:31.680 --> 05:27:41.860

Cooper City Hall: People now know how much money you have. They know what you, what possessions you have, where you have them much gold you got. I mean, how many guns you have?

2163

05:27:41.910 --> 05:27:48.780

Cooper City Hall: It's really, really basic. We currently have to say where we get our money

2164

05:27:49.500 --> 05:27:59.989

Cooper City Hall: over 5. Or I think it's 10, it's or it's a percentage. I'll either. It's a very small amount. So so really, if you're getting money from any

2165

05:28:01.240 --> 05:28:02.850

Cooper City Hall: odd sources.

2166

05:28:03.100 --> 05:28:16.790

Cooper City Hall: unless you're lying on your form, it's already on there. So the reason that I'm against it is, I think it's gonna open up a lot of safety issues. I think it's gonna open up a lot of privacy issues. It's gonna cause issues in people's workplaces.

2167

05:28:17.740 --> 05:28:40.419

Cooper City Hall: you know. And I realize that state officials have to do it, and instead of, in my opinion, fixing that problem, which is, they should probably look at their own form. They want everybody else to

have to do what they do, but they don't follow sunshine law. Any additional consequential ripple effect is the chilling effect that will have on those who want to

2168

05:28:40.420 --> 05:28:51.420

Cooper City Hall: correct, and and you can. It already has. Well, you saw the resignations, resignations, and I've heard from people who would consider running who may, who will not. So it's

2169

05:28:52.370 --> 05:29:01.139

Cooper City Hall: I just want people to understand. This is not a lack of transparency for most people who are interested in office. This is an invasion of privacy.

2170

05:29:01.320 --> 05:29:08.190

Cooper City Hall: and it it is, and I think our city should take a stand for it.

2171

05:29:09.710 --> 05:29:21.349

Cooper City Hall: You know, if our city decides not to for any reason to, then I will not. I would not personally use the city's funds, but I would add my name as a as a city. Official.

2172

05:29:21.560 --> 05:29:43.520

Cooper City Hall: Page 317.

2173

05:29:43.650 --> 05:29:53.969

Cooper City Hall: Same thing. Dash 0, 0, 2 trades. Worker, 1 0 0, 3, maintenance technician, 2, 0 0 4, maintenance technician one. These are the ones budgeted, you see.

2174

05:29:53.990 --> 05:30:00.279

Cooper City Hall: So if these are budgeted, why does Hr. Not advertise the budgeted positions? It's

2175

05:30:00.400 --> 05:30:11.719

Cooper City Hall: these are the budget of position. This is why I fought the budget by position, if you guys remember. So this thing wouldn't happen. So the we have budget position numbers literally the positions. How does that not get

2176

05:30:12.060 --> 05:30:23.420

Cooper City Hall: put onto the website? How is it up to a department to not do what we? I brought this up a million times, brother, not a million times several times. So how do we get that done? How does that get online?

2177

05:30:24.090 --> 05:30:28.229

Cooper City Hall: It's page 1, 23 of the adopted budget

2178

05:30:30.050 --> 05:30:38.619

Cooper City Hall: and Commissioner, we as I shared before. I'm not in disagreement, and those need to be on the website, and they need to be out for advertisement.

2179

05:30:38.730 --> 05:30:58.709

Cooper City Hall: and I'll get with Hr. And our the department heads that have those positions, and we'll get those posted within the next 14 days, and we agree, though we? We post the positions that are budgeted by position, not what somebody wants. But and that's why we listed it with the position. Numbers, you know, agreed. Okay, yes, sir.

2180

05:30:58.720 --> 05:31:14.289

Cooper City Hall: any additional public comments. Anyone in City Hall wishing to speak at this time? None. Anyone on virtual, No. One who have motion to adjourn. Thank you very much. Have a good evening. It's midnight.



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Commission

DATE: February 13, 2024

SUBJECT: Discussion and possible action to direct the City Attorney’s Office to draft an ordinance amending Sec. 2-8 of the City’s Code of Ordinances to eliminate the 90-day waiting period for naming City Property after individuals who have died.
– **Commissioner Mallozzi**

RECOMMENDATION:

Commissioner Mallozzi requests Commission discussion and possible action to direct the City Attorney to draft an ordinance amending Sec 2-8, eliminating the 90-day waiting period for naming City Property after individuals who have died.

BACKGROUND OF ITEM:

The Code currently states:

Sec. 2-8 – Naming and recognition procedures.

- a) Naming of City-owned properties, buildings, structures, and facilities. The City Commission may, by resolution, name any property, building structure, or facility owned by the City of Cooper City, subject to the following process and parameters:
 - 1) In its sole discretion, the City Commission may involve outside organizations in the process.
 - 2) Properties, buildings, structures, and facilities shall not be named after living persons.
 - 3) Properties, buildings, structures, and facilities may be named after people who have died, following a minimum 90-day waiting period.
 - 4) Consideration of the following in naming properties, buildings, structures, and facilities is encouraged:
 - a. Historical significance;
 - b. Geographic identifiers;
 - c. Natural characteristics, including flora and fauna; and
 - d. Individuals making significant, non-financial, humanitarian contributions to the City.
 - 5) Any proposal to name a property, building, structure, or facility after a person must be placed on the City Commission’s printed agenda at least one month before it is considered for final approval. Community response is to be solicited

early in the process, and local homeowners' associated or other appropriate community groups should be notified in writing of the proposal and their input solicited.

- 6) This policy shall not apply to any property, buildings, structures, and facilities named prior to May 28, 2019, or if the naming rights have been sold or transferred by written agreement or contract approved by Resolution of the City Commission.
- 7) The provisions of this subsection may be waived only by a unanimous vote of the City Commission.

ANALYSIS:

The ordinance will remove the 90-day waiting period for naming City Property after individuals who have died.

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A.

Workflow History			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	01/31/24 12:16 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to C...	01/31/24 12:16 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to C...	01/31/24 01:42 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	02/01/24 10:42 AM
Allen, Tedra	END WORKFLOW - APPROVED		02/01/24 10:52 AM



CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: February 13, 2024

SUBJECT: Discussion and possible action to direct the City Attorney’s Office to draft an ordinance amending Sec. 2-8 of the City Code of Ordinances to eliminate the 90-day waiting period for naming City Property after individuals who have died; and to further direct the City Attorney to draft a resolution co-designating S.E. Lake Boulevard as “Robert Becker Boulevard” after Robert Becker, the longtime principal of Embassy Creek, to be considered immediately following second reading of the ordinance eliminating the 90-day waiting period. –
Commissioner Katzman

RECOMMENDATION:

Commissioner Katzman requests Commission discussion and possible action to direct the City Attorney’s Office to draft an ordinance amending Sec. 2-8 of the City Code of Ordinances to eliminate the 90-day waiting period for naming City Property after individuals who have died.

BACKGROUND OF ITEM:

The Code currently states:

Sec. 2-8 – Naming and recognition procedures.

- a) Naming of City-owned properties, buildings, structures, and facilities. The City Commission may, by resolution, name any property, building, structure, or facility owned by the City of Cooper City, subject to the following process and parameters:
 - 1) In its sole discretion, the City Commission may involve outside organizations in the process.
 - 2) Properties, buildings, structures, and facilities shall not be named after living persons.
 - 3) Properties, buildings, structures, and facilities may be named after people who have died, following a minimum 90-day waiting period.
 - 4) Consideration of the following in naming properties, buildings, structures, and facilities is encouraged:
 - a. Historical significance;
 - b. Geographic identifiers;
 - c. Natural characteristics, including flora and fauna; and

- d. Individuals making significant, non-financial, humanitarian contributions to the City.
- 5) Any proposal to name a property, building, structure, or facility after a person must be placed on the City Commission’s printed agenda at least one month before it is considered for final approval. Community response is to be solicited early in the process, and local homeowners’ associated or other appropriate community groups should be notified in writing of the proposal and their input solicited.
- 6) This policy shall not apply to any property, buildings, structures, and facilities named prior to May 28, 2019, or if the naming rights have been sold or transferred by written agreement or contract approved by Resolution of the City Commission.
- 7) The provisions of this subsection may be waived only by a unanimous vote of the City Commission.

ANALYSIS:

The ordinance will remove the 90-day waiting period for naming City Property after individuals who have died.

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

Workflow History			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	01/31/24 12:16 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to C...	01/31/24 12:16 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to C...	01/31/24 01:42 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	02/01/24 10:42 AM
Allen, Tedra	END WORKFLOW - APPROVED		02/01/24 10:52 AM



CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: February 13, 2024

SUBJECT: Discussion and possible action to direct the City Manager to take any and all action necessary to immediately implement the co-designation of SE Lake Boulevard as “Robert Becker Boulevard,” subject to an amendment of Sec. 2-8 to eliminate the 90-day waiting period and the adoption of an appropriate resolution, as required by the City Code. - **Commissioner Katzman**

RECOMMENDATION:

Commissioner Katzman requests Commission discussion and possible action to direct the City Manager to take any and all action necessary to implement the co-designation of SE Lake Boulevard as “Robert Becker Boulevard,” subject to an amendment of Sec. 2-8 to eliminate the 90-day waiting period and the adoption of an appropriate resolution, as required by the City’s Code of Ordinances.

BACKGROUND OF ITEM:

Robert Becker dedicated his career to educating and inspiring students, colleagues, and peers. We are forever grateful to Mr. Becker for the impact he made on the lives of countless Cooper City children and their families while spending a major portion of his career at Embassy Creek Elementary School.

A key piece of what makes Cooper City “Someplace Special” is our schools. Furthermore, our community and our schools are special because of individuals like Principal Becker, who provided steadfast leadership and an unending commitment to the betterment and well-being of every child who stepped foot on the campus of Embassy Creek Elementary School. It is through his care for others and his passion for inspiring those he met that we know his legacy will live on.

ANALYSIS:

Approval of this item and the adoption of an appropriate resolution will co-designate SE Lake Boulevard as “Robert Becker Boulevard,” subject to the amendment of Sec. 2-8 of the City’s Code of Ordinances.

STRATEGIC PLAN:

This item coincides with Priority 3, “A Strong Sense of Place”.

FISCAL IMPACT:
N/A

ATTACHMENT

- 1. Sec. 2-8 – Code of City Ordinances

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	01/29/24 02:26 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to C...	01/30/24 04:17 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to C...	01/30/24 04:18 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	02/01/24 10:40 AM
Allen, Tedra	END WORKFLOW - APPROVED		02/01/24 11:21 AM

Sec. 2-8. Naming and recognition procedures.

- (a) Naming of City-owned properties, buildings, structures and facilities. The City Commission may, by resolution, name any property, building, structure or facility owned by the City of Cooper City, subject to the following process and parameters:
- (1) In its sole discretion, the City Commission may involve outside organizations in the process.
 - (2) Properties, buildings, structures and facilities shall not be named after living persons.
 - (3) Properties, buildings, structures and facilities may be named after people who have died, following a minimum 90-day waiting period.
 - (4) Consideration of the following in naming properties, buildings, structures and facilities is encouraged:
 - a. Historical significance;
 - b. Geographic identifiers;
 - c. Natural characteristics, including flora and fauna; and
 - d. Individuals making significant, non-financial, humanitarian contributions to the City.
 - (5) Any proposal to name a property, building, structure or facility after a person must be placed on the City Commission's printed agenda at least one month before it is considered for final approval. Community response is to be solicited early in the process and local homeowners' associations or other appropriate community groups should be notified in writing of the proposal and their input solicited.
 - (6) This policy shall not apply to any property, buildings, structures or facilities named prior to May 28, 2019, or if the naming rights have been sold or transferred by written agreement or contract approved by Resolution of the City Commission.
 - (7) The provisions of this subsection may be waived only by a unanimous vote of the City Commission.
- (b) *Keys to Cooper City.* In recognition of the fact that the only key to Cooper City which has ever been presented was given to the City's founder Morris Cooper shortly before his death, the City Commission has determined that it would not be appropriate to issue or present any further "Keys to Cooper City."
- (c) *Honorary citizens.* In lieu of keys to the City, when an individual's accomplishments or contributions to the betterment of Cooper City are so noteworthy, or have been of significant duration, the City Commission may honor such persons by naming them honorary citizens of Cooper City.

(Ord. No. 19-8-1, § 3.9-10-19)



CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE February 13, 2024

SUBJECT: Discussion and possible action to direct the City Attorney's Office to draft a resolution providing for the immediate transition of the City Special Magistrates. – **Commissioner Mallozzi**

RECOMMENDATION:

Commissioner Mallozzi requests discussion and possible action to direct the City Attorney's Office to draft a resolution for the immediate transition of the City Special Magistrates.

BACKGROUND OF ITEM:

On May 11, 2021, the City Commission passed and adopted Resolution 21-25, reappointing Hofit N. Lottenberg as the Primary Special Magistrate and Theresa Edwards as Alternate Special Magistrate, with each to serve for a term of office of three years (3) years commencing on April 10, 2021, and ending on April 9, 2024.

On January 9, 2024, the City Commission passed and adopted Ordinance 23-29, amending the City's procedures for engaging and removing the City's Special Magistrates.

ANALYSIS:

Approving this item will direct the City Attorney's Office to draft a resolution providing for the immediate transition of the City's Special Magistrates.

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Resolution 21-25 reappointing Special Magistrates

2. Ordinance 23-29 amending with City's procedures for engaging and removing the City's Special Magistrates

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	01/31/24 04:18 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to C...	02/01/24 09:46 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to C...	02/01/24 10:10 AM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	02/01/24 10:59 AM
Allen, Tedra	END WORKFLOW - APPROVED		02/01/24 11:46 AM

ORDINANCE NO. 23-29

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES BY AMENDING CHAPTER 13, ENTITLED “PUBLIC SAFETY,” AMENDING ARTICLE VI, ENTITLED “CODE ENFORCEMENT,” BY SPECIFICALLY AMENDING SECTION 13-65, ENTITLED “SPECIAL MAGISTRATE SYSTEM CREATED; QUALIFICATIONS; TERMS; REMOVAL;” AMENDING THE CITY’S PROCEDURES FOR ENGAGING AND REMOVING THE CITY’S SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cooper City (“City”) desires to update and amend the City’s Code of Ordinances related to the engage and removal of special magistrates for code enforcement matters; and

WHEREAS, the City Commission seeks to streamline the process of engaging special magistrates and expressly incorporate the provisions of Ch. 162, F.S., related to special magistrate code enforcement procedures; and

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, the City Commission finds that this Ordinance is in the best interest of the citizens, residents, and business establishments in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 13 OF CITY CODE AMENDED. The City Commission of the City of Cooper City hereby amends Chapter 13, entitled “Public Safety,” by amending Article VI entitled, “Code Enforcement” and specifically amending Section 13-65, entitled “Special Magistrate system created; qualifications; terms; removal,” as follows:

ARTICLE VI. CODE ENFORCEMENT

Sec. 13-65. - ~~Special Magistrate system created; qualifications; terms; removal~~Establishing a Special Magistrate Code Enforcement Process -

(a) There is hereby established a special magistrate code enforcement process for the City of Cooper City, Florida, which shall consist of at least one (1) special magistrate who is a qualified individual or firm appointed by the City Commission.

(b) The qualifications and appointment of special magistrates shall be as follows:

(1) Each special magistrate shall be engaged by the City Commission pursuant to a written agreement and shall serve with compensation as established by the City Commission upon appointment.

(2) Each special magistrate must be both an attorney and a member of the Florida Bar in good standing for a minimum of five (5) years.

(3) Each special magistrate will be bound by the code of ethics of the Florida Bar as currently proscribed or as amended from time to time.

(b) The rules and regulations as found in Ch. 162, F.S., as may be amended from time to time, shall be adopted herein by reference. Additional rules and regulations, consistent with the provisions of state law, are set forth in this Chapter 13 of the City Code.

~~(a) There is hereby created a Special Magistrate code enforcement system for the City of Cooper City, Florida, which shall consist of one Special Magistrate and one designated alternate Special Magistrate, who are qualified individuals or firms appointed by the City Commission.~~

~~(b) Special Magistrates must be a law firm or an attorney who is a member in good standing of the Florida Bar and shall be selected on the basis of experience or interest in the field of Code enforcement and shall possess outstanding reputations for civic pride, integrity, responsibility and business or professional ability. In selecting and appointing Special Magistrates, the City Commission shall accord a preference to applicants who have prior experience as a special magistrate or hearing officer.~~

~~(e) The City Commission shall appoint the Special Magistrates as provided by this section. Appointments shall be made for a term of three years. Any Special Magistrate may be reappointed at the discretion of the City Commission. There shall be no limit on the number of reappointments that may be given to any individual Special Magistrate; provided, however, that a determination as to removal or reappointment must be made for each Special Magistrate by the City Commission at the end of each term of the Special Magistrate. Appointments to fill any vacancy in the office of Special Magistrate shall be for the remainder of the unexpired term.~~

~~(d) Special Magistrates shall not be City employees but shall be compensated for each session based on an hourly rate set by the City Commission. For purposes of this section, "session" is defined to mean all cases brought before the Special Magistrate for a hearing on one particular date.~~

~~(e) Special Magistrates may be removed from office by majority vote of the City Commission with or without cause.~~

~~(f) Hearings before the Special Magistrate shall generally occur no less frequently than once a month, but may occur more often as found to be necessary by the City Manager.~~

~~(g) Minutes shall be maintained of all hearings conducted by the Special Magistrate, and all sessions shall be open to the public.~~

~~(h) The Special Magistrate shall have jurisdiction of only those cases assigned by the City Manager or his or her designee.~~

~~(i) The Special Magistrate shall follow and enforce the Code provisions as authorized by F.S. Ch. 162. Neither the City Manager nor the City Commission or its members shall give orders to the Special Magistrates.~~

Section 3. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

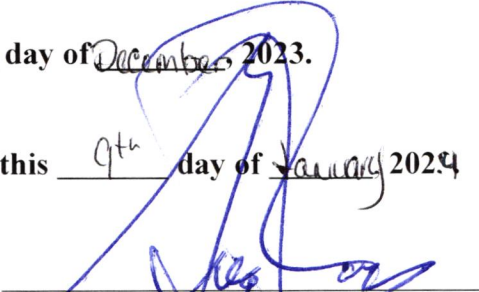
Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this 12th day of December, 2023.


PASSED AND FINAL ADOPTION on Second Reading this 9th day of January 2024

ATTEST:


TEDRA ALLEN
City Clerk


GREG ROSS
Mayor

Approved As To Form:


JACOB G. HOROWITZ
City Attorney

ROLL CALL

Mayor Ross	yes
Commissioner Green	absent
Commissioner Shrouder	absent
Commissioner Katzman	yes
Commissioner Mallozzi	yes

RESOLUTION NO. 21-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA REAPPOINTING THE CODE ENFORCEMENT SPECIAL MAGISTRATE AND ALTERNATE SPECIAL MAGISTRATE; SETTING THE MAGISTRATES' RATE OF COMPENSATION AND TERM OF OFFICE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 13-65 of the City's Code of Ordinances, the City Commission seeks to provide for the appointment of a code enforcement Special Magistrate and an Alternate Special Magistrate as authorized by Chapter 162, Florida Statutes; and

WHEREAS, the City Commission finds that reappointing the current special magistrate and alternate special magistrate is in the best interests of the citizens and residents of the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That the recitals stated above are hereby adopted and confirmed.

Section 2. **APPOINTMENT; TERM; COMPENSATION**

- A.** That the City Commission of the City of Cooper City hereby reappoints Hofit N. Lottenberg as the primary Special Magistrate and hereby reappoints Theresa Edwards, as Alternate Special Magistrate, with each to serve for a term of office of three (3) years commencing on **April 10, 2021** and ending on **April 9, 2024**, subject to the conditions, limitations and restrictions of the Chapter 13, Article VI of the City's Code of Ordinances (the "Ordinance").

B. That the rate of compensation for each Special Magistrate shall be One Hundred (\$100) Dollars per hour of time reasonably expended by the Special Magistrate at each “session” (which is defined in the Ordinance and is codified as Sec. 13-65 (d) of the City Code, to mean all cases brought before the Special Magistrate for a hearing on one particular date), with the total compensation for a session not to exceed Four Hundred (\$400) Dollars unless authorized in writing by the City Manager.

Section 3. Implementation. That the City Manager shall be authorized to take any action which is necessary to fully implement this Resolution.

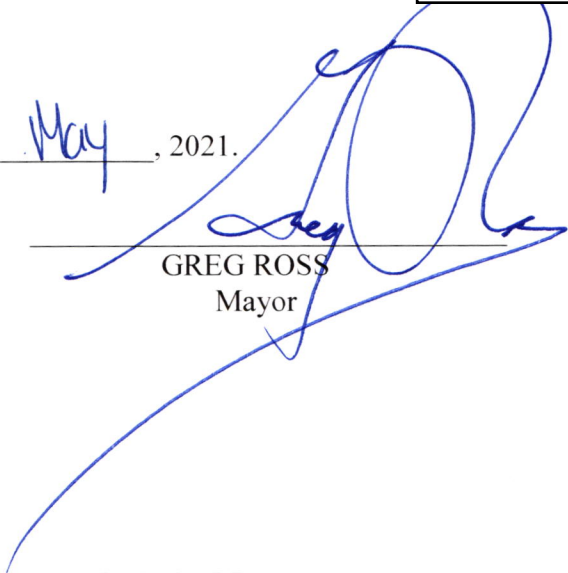
Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be construed as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

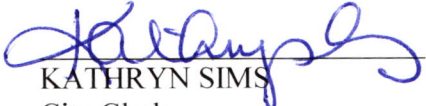
THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 11th day of May, 2021.



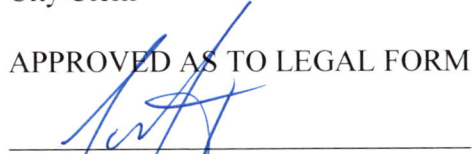
GREG ROSS
Mayor

ATTEST:



KATHRYN SIMS
City Clerk

APPROVED AS TO LEGAL FORM:



JACOB G. HOROWITZ
City Attorney

ROLL CALL

- Mayor Ross
- Commissioner Green
- Commissioner Meltzer
- Commissioner Pulcini
- Commissioner Shrouder





CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: February 13, 2024

SUBJECT: Discussion and possible action on incorporating various incentives to attract new employees and keep current employees. – **Commissioner Mallozzi**

RECOMMENDATION:

Commissioner Mallozzi requests Commission discussion and possible action on incorporating various incentives to attract new employees and keep current employees.

BACKGROUND OF ITEM:

Below are options for discussion for implementation **only if possible** (some positions do not allow for creativity):

- **Flexible schedule**
 - Staggered work schedule – Employee A works Monday – Thursday, and Employee B works Tuesday – Friday
- **Remote working**
- **Bring your pet to work.** Some sample guidelines for non-service animals:
 - Employees must meet with HR for approval
 - Employees must sign a waiver saying they are personally responsible for any harm caused by their pet
 - Employees must stay with their pets throughout the workday and must make sure they aren't a distraction
 - If a pet causes harm or is a distraction, HR can require the pet to stay home

ANALYSIS:

Implementing incentives to retain employees can offer several benefits to both the employees and the City. Incentives play a crucial role in retaining employees by fostering motivation, loyalty, and engagement while aligning with organizational objectives and enhancing the employer brand.

ATTACHMENTS:

1. Benefits of Flexible Work Hours
2. Benefits of Working Remotely
3. Benefits of Bringing Your Pet to Work

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	01/31/24 12:19 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to C...	02/01/24 09:47 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to C...	02/01/24 10:10 AM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	02/01/24 10:57 AM
Allen, Tedra	END WORKFLOW - APPROVED		02/01/24 11:47 AM

Benefits for Employees include:

- Increased productivity – Employees can choose to work when they are most productive. They can also work more efficiently, which can reduce stress and burnout.
- Improved job satisfaction – Employees can balance their work and personal commitments more effectively, leading to a happier and more motivated workforce.
- Decreased absenteeism – Employees are less likely to arrive late or call in sick.
- Increased empowerment – Employees can set their own schedule and work where they want, improving morale and reducing the risk of burnout.

Benefits for Employers include:

- Higher productivity levels: Employees with more control over their work schedule are more likely to be motivated, engaged, and focused.
- Decreased turnover: Flexible work schedules can benefit employers through lower turnover.
- Reduced absenteeism, as employees are less likely to arrive late or call in sick.

- **Flexibility:** Remote working allows employees to have more control over their schedules. They can often choose when and where they work as long as they meet deadlines and fulfill job responsibilities.
- **Increased Productivity:** Without the distractions of a traditional environment, they can focus better and complete tasks more efficiently.
- **Cost Savings:** Remote working can lead to significant cost savings for both employees and employers. Employees save money on commuting expenses, work attire, and meals, while employers can reduce overhead costs associated with office space, utilities, and supplies.
- **Access to a Global Talent Pool:** Employers can access a wider pool of talent by hiring remote workers from anywhere in the world. This opens up opportunities to find the best candidate for specific roles, regardless of their location.
- **Increased Employee Satisfaction and Retention:** Offering remote work options can boost employee satisfaction and morale. Employees appreciate the flexibility and trust from their employers, which can lead to higher retention rates and increased loyalty to the City.

- Pets increase employee performance – Pets in the workplace can make employees happier and increase productivity, team morale, and employee retention while decreasing stress and absence.
- Employees who bring their pets to work often lead more productive and engaged work lives – Employees are often happier and less worried throughout the day.
- Employees in pet-friendly workplaces have proven to be happier, friendlier, more creative, and more cooperative than employees in non-pet offices.
- Having pets around will add just the right amount of humor to boost employee morale and increase workplace productivity.



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Commission

DATE February 13, 2024

SUBJECT: Motion to reconsider joining the Form 6 litigation - **Commissioner Mallozzi**

RECOMMENDATION:

Commissioner Mallozzi requests reconsideration of joining the Form 6 litigation.

BACKGROUND OF ITEM:

At the regular City Commission Meeting of January 9, 2024 the Commission voted to join the Form 6 litigation with a vote of 3-1 with Commissioners Mallozzi, Katzman and Shrouder voting yes and Mayor Ross voting no. At the regular City Commission meeting of January 23, 2024 Commission Mallozzi asked that the item be brought back for reconsideration.

ANALYSIS:

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

- 1. Resolution 24-02

RESOLUTION NO. 24-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form ("Form 6") that requires, among other things, the disclosure of the specific amounts of an official's net worth, income and asset values; and

WHEREAS, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form ("Form 1") that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official's net worth, income and asset values; and

WHEREAS, the Mayor and all current elected members of the City Commission (the "City Elected Officials") were elected by the voters of the City subject to and in reliance upon Florida law that required the Mayor and Commission Members to annually file Form 1 (not Form 6) financial disclosures forms; and

WHEREAS, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

WHEREAS, in 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the "Right to Privacy," which states that "[e]very natural person has the right to be let alone and free from governmental intrusion into the person's private life except as otherwise provided herein"; and

WHEREAS, because the right of privacy is a fundamental right within Florida's constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

WHEREAS, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose what to say and what not to say, any impairment of which must be justified by a "compelling state interest" which the law serves or protects through the "least restrictive means;" and

WHEREAS, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1; and

WHEREAS, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected

officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office; and

WHEREAS, in fact, many municipal officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

WHEREAS, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

WHEREAS, requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

WHEREAS, the imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

WHEREAS, the City desires to participate in a lawsuit seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected

officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the "Lawsuit"); and

WHEREAS, the City Commission believes it is in the best interest of the citizens and residents of the City to participate in the Lawsuit and urges other municipalities and their elected officials to also participate as plaintiffs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The City Commission hereby authorizes the participation of the City, and any of individual Members of the City Commission who choose to participate as plaintiffs, in a lawsuit seeking declaratory, injunctive and other appropriate relief challenging the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms, based upon any appropriate legal theories, including those set forth above, subject to the participation of at least ten municipalities.

Section 3: Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is hereby retained to represent the City in this litigation. The Firm will charge the City a flat fee, inclusive of attorneys' fees and costs, of \$10,000 to represent the City and the individual elected officials who choose to participate as plaintiffs, for the litigation in the trial court. The City and elected officials recognize that such flat fee may be less than the actual attorneys' fees and costs incurred, and that if the City and elected officials prevail in the Lawsuit, the Firm may apply with the Court for its actual reasonable attorneys' and costs

from the defendants. The filing of any appeals will be authorized by separate resolution under the terms thereof. The City and its elected officials also acknowledges that the Firm will be representing other local governments and officials in this lawsuit and waives any conflicts related to such representation. The City further acknowledges that, from time to time, the Firm may be called upon by client to represent them as to requests for various approvals and as to other matters with respect to or involving the City. The City hereby waives any potential conflict of interest in the Firm's representation of those clients arising from its representation of the City in the Lawsuit.

Section 4: The City Commission invites and urges other local governments and elected officials to join the City as plaintiffs in the Lawsuit and to coordinate their efforts with the City.

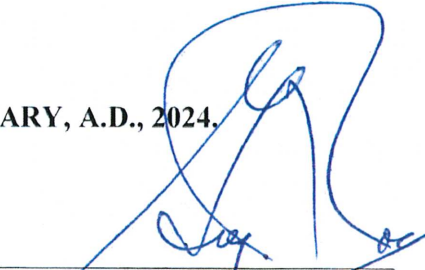
Section 5: The City Clerk is directed to distribute this Resolution to all local governments in Broward County.

Section 6: That the appropriate City Officials are hereby authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 7: That this Resolution shall take effect immediately upon adoption.


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PASSED AND ADOPTED THIS 9th DAY OF JANUARY, A.D., 2024.



GREG ROSS
Mayor

ATTEST:

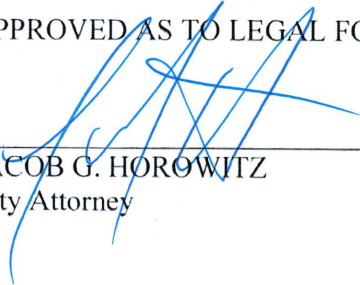


TEDRA ALLEN, MMC
City Clerk

ROLL CALL

Mayor Ross	<u>NO</u>
Commissioner Green	<u>-</u>
Commissioner Katzman	<u>yes</u>
Commissioner Mallozzi	<u>yes</u>
Commissioner Shrouder	<u>yes</u>

APPROVED AS TO LEGAL FORM:



JACOB G. HOROWITZ
City Attorney



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Utilities Department

DATE: February 13, 2024

SUBJECT: Motion to approve and authorize the purchase of a 2024 Ford F-350 Super CAB Truck for the Utilities Department from Alan Jay Automotive Management, Inc., using Florida State Term Contract #25100000-23-STC for Utility Equipment in the amount not to exceed \$66,607.60. - **Utilities**

CITY MANAGER RECOMMENDATION:

The City Manager recommends the approval and authorization for the purchase of a 2024 Ford F-350 Super CAB Truck for the Utilities Department from Alan Jay Automotive Management, Inc., using Florida State Term Contract #25100000-23-STC for Utility Equipment, in the amount not to exceed \$66,607.60. Recognizing its importance in wastewater collection and transmission, the City Commission has approved this truck in the FY 2024 budget.

Section 2-258 (f) of the City Code allows Purchases of goods or services from contracts awarded by other governmental entities.

BACKGROUND OF ITEM:

The imperative for replacing Truck #9387 in the Wastewater Collection and Transmission Division extends beyond addressing its high mileage and persistent mechanical issues. It is crucial for the overall efficiency and operational effectiveness of the City's utilities infrastructure. This vehicle, now surpassing 11 years in service, has incurred repair costs exceeding \$15,000.

Given the Fleet Department's rating system, which commences at 25 and increases with the vehicle's age and mileage, the current Truck #9387 rate is at 50, well beyond the threshold indicating that replacement is long overdue. Recognizing the direct impact of this truck on the maintenance and functionality of the City's utility infrastructure, its timely replacement is imperative to ensure that all components operate at optimal efficiency. By investing in a new truck we aim to fortify our commitment to the seamless functioning of utility services, mitigating operational disruptions and enhancing the overall reliability of our utility system.

ANALYSIS:

N/A

FISCAL IMPACT:

The requested purchase of a new truck is an approved item in the FY 2024 budget. There is sufficient funding available in the Water and Sewer Utility Fund.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
450-930-564520-535	\$65,000.00	\$65,000.00	0
450-930-535410-535	\$6,000.00	\$1,607.60	\$4,392.40

ALTERNATIVES:

If the decision is against purchasing the new truck, alternatives include leasing, temporary rental, optimized maintenance, resource redistribution, or collaboration with nearby municipalities to ensure continued operational efficiency in the Wastewater Collection and Transmission Division.

ATTACHMENTS:

1. Alan Jay Automotive Management, Inc. - FL State Term Contract 25100000-23-STC
2. FL State Term Contract 25100000-23-STC, Exhibit B - Group 6 - Medium Duty Trucks
3. Alan Jay Automotive Management, Inc. Quote (Ford F350)
4. Comparative Quote – Duval Ford (FSA 23-VEL-31 / FSA 23-VEH21)
5. Memorandum from Purchasing Division
6. Vendor Compliance

Workflow History			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	01/29/24 02:13 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	01/29/24 04:40 PM
Allen, Tedra	Assigned to City Clerk	Route to Finance Director	01/29/24 04:48 PM
cfoservices@coopercity.gov	Assigned to Finance Director	COMPLETE: Forward to City Attorney	01/30/24 09:03 AM
Allen, Tedra	Assigned to Attorney	Return to Original Submitter	01/30/24 09:24 AM
Allen, Tedra	Returned to Original Submitter by Attorney	Route to City Manager	01/30/24 09:29 AM
Allen, Tedra	Assigned to City Manager	Route to Attorney	01/30/24 09:30 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	01/30/24 09:30 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	01/30/24 09:39 AM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	02/01/24 09:30 AM
Allen, Tedra	END WORKFLOW - APPROVED		02/01/24 09:49 AM



**State Term Contract
No. 25100000-23-STC
For
Motor Vehicles**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Alan Jay Automotive Management, Inc. dba Alan Jay Fleet Sales** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, for the good and mutual consideration hereby acknowledged, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for two years. The Initial Contract Term shall begin on May 17, 2023. The Contract shall expire on May 16, 2025, unless terminated earlier in accordance with the Special Contract Conditions and Additional Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract for one year, in whole or in part, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

Meeting Date: 02/13/2024 Item #11.

State Term Contract No. **25100000-23-STC**
For
Motor Vehicles

- a) This Contract document
- b) Exhibit A, Scope of Work
- c) Exhibit B, Cost Sheet (Group 1 – 7)
- d) Exhibit C, STC Additional Special Contract Conditions
- e) Exhibit D, Special Contract Conditions
- f) Exhibit E, Price Quote Form (PQF)
- g) Exhibit F, Acknowledgement of Order Form

IV. Contract Management.

Department’s Contract Manager:

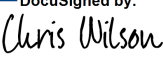
Christopher McMullen
 Division of State Purchasing
 Florida Department of Management Services
 4050 Esplanade Way, Suite 360
 Tallahassee, Florida 32399-0950
 Telephone: (850) 922-9867
 Email: Christopher.McMullen@dms.fl.gov

Contractor’s Contract Manager:

Chris Wilson
 Alan Jay Automotive Management, Inc. dba Alan Jay Fleet Sales
 5330 US HWY 27 South
 Sebring, FL 33870
 Telephone: (863) 402-4234
 Email: Chris.Wilson@AlanJay.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

**Alan Jay Automotive Management, Inc
dba Alan Jay Fleet Sales**

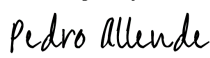
DocuSigned by:

 1E6391CA18A548E...

Chris Wilson

5/15/2023 | 8:27 AM PDT

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

 5E91A9D369ED47C...

Secretary, Pedro Allende

5/16/2023 | 12:59 PM EDT

Date:

Exhibit A

Scope of Work

1. Purpose

To provide Customers with new and unused Motor Vehicles on a statewide basis, pursuant to the terms set forth in this Scope of Work. Contractors shall provide Motor Vehicles and applicable Options in accordance with the scope contained herein. All State Agencies shall comply with section 287.151, Florida Statutes, when purchasing under this Contract. The Motor Vehicles offered under the Contract shall be classified under the following Groups and Sub-Groups, which are listed and described as follows:

- Group 1: Law Enforcement Vehicles
 - Sub-Group A: Police Pursuit Vehicles
 - Sub-Group B: Special Service Vehicles
 - Sub-Group C: Transport Vans
 - Sub-Group D: Non-Specialized Vehicles for Law Enforcement Use Only
 - Sub-Group E: Motorcycles
- Group 2: Sedans and Hatchbacks
 - Sub-Group A: Sedans
 - Sub-Group B: Hatchbacks
- Group 3: Minivans and Vans
 - Sub-Group A: Minivans
 - Sub-Group B: Vans
 - Sub-Group C: Cutaways/Chassis Cabs
- Group 4: Sport Utility Vehicles
 - Sub-Group A: Crossover Sport Utility Vehicles
 - Sub-Group B: Traditional Sport Utility Vehicles
- Group 5: Light Duty Trucks
 - Sub-Group A: Compact and Mid-Size Pickup Trucks
 - Sub-Group B: Full-Size Pickup Trucks
- Group 6: Medium Duty Trucks
 - Sub-Group A: Pickup Trucks
 - Sub-Group B: Chassis Cabs
- Group 7: Low Speed Vehicles

2. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Attachment D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Brand – A particular name under which a Motor Vehicle or Option is sold by a Manufacturer. Examples include, but are not limited to: Ford, GMC, Chevrolet, Nissan, Toyota, etc.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, Florida Statutes, from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity – As defined in section 287.012, Florida Statutes.

Commodity Code – The State's numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor resulting from ITB No. 23-25100000-ITB.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters into a Contract with the Department as a result of receiving an award from ITB No. 23-25100000-ITB. A Contractor can be a Manufacturer or Dealer.

Cost – The actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

Cost Plus Percentage – The percentage the Contractor is allowed to charge above the Cost of the Model and applicable Options.

Customer – A State agency or Eligible User.

Dealer – A Manufacturer's certified dealer who has been authorized by the Manufacturer to market, sell, provide, and service the Models or Options from the Manufacturer. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

Department – The Department of Management Services, a State agency.

Eligible User – As defined in Rule 60A-1.001, Florida Administrative Code.

Free on Board (FOB) Destination – A shipping method as defined in section 672.319(1)(b), Florida Statutes.

Group – A series of Models with applicable Commodity Codes, which are described in this Scope of Work and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

Manufacturer – The original producer of a Motor Vehicle or Option, which may be sold under a Brand name. Examples include, but are not limited to: Ford Motor Company, General Motors (GM), Nissan Motor Corporation, Toyota Motor Corporation, etc.

Manufacturer’s Last Order Date – The final date the Manufacturer stops accepting orders for a Model, either for a specific production year or overall (i.e., the discontinuation of a Model).

Manufacturer’s Suggested Retail Price (MSRP) – The Manufacturer’s recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities or services without the benefit of the Contract.

Model – A particular name used to identify a collection of Motor Vehicles that are sold under the same Brand name and are similar in style and appearance. Examples include, but are not limited to, Ford F-150, GMC Sierra, Chevrolet Suburban, Nissan Titan, Toyota Corolla, etc.

Motor Vehicle – A specific vehicle that meets the definition of “Motor vehicle” contained in section 320.01(1), Florida Statutes, or a specific vehicle that meets the definition of “Low-speed vehicle” as contained in section 320.01(41), Florida Statutes. The term includes all Options that are attached to or provided with the vehicle when it is manufactured. The Cost Plus Percentage shown in Attachment C, Cost Sheet (Group 1 – 7), shall apply to the Cost for the Motor Vehicle, regardless of whether any Options were specifically requested by the Customer or are considered “standard” or “optional” for the trim level ordered by the Customer.

Options – Options which meet the requirements, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Motor Vehicle by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry. Options include the following types:

- Non-Original Equipment Manufacturer (OEM) Option – A new and unused Option intended for the Motor Vehicle that is produced by a party other than the OEM. May also be referred to as an aftermarket Option.
- OEM Option - A new and unused Option intended for the Motor Vehicle that is produced by the OEM.

State – The State of Florida.

Sub-Group – A specific series of Models within a Group, which are described in this Scope of Work and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

3. Minimum Specifications and Standards

The Contractor shall ensure all Motor Vehicles and Options offered under this Contract comply with the following:

- a. Designed, constructed, equipped, assembled, and installed to be fully suitable for their intended use, purpose, and service pursuant to this Scope of Work;
- b. New and unused (except as specified in the Transportation and Delivery section of this Scope of Work), for the Manufacturer's latest Model year available, of current or recent production, and of the latest available design and construction;
- c. Include all features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current procedures and requirements for the applicable Manufacturer's Motor Vehicles;
- d. Free of damage, defect, and rust which may affect appearance, operability, functionality, or serviceability;
- e. Motor Vehicles and Options ordered by the Customer are fully compatible with each other;
- f. Comply with current legal, customary, reasonable, and professional standards of the Motor Vehicle and transportation equipment manufacturing industry;
- g. Comply with current mandatory and applicable federal and State of Florida Motor Vehicles standards and requirements including, but not limited to, all legal, safety, and environmental standards and requirements; and

4. Advertising and Marketing

No Dealer's advertising and identification (name, logos, etc.) is permitted on any Commodity offered under this Contract. The Manufacturer's advertising and identification (name, Model, logos, etc.) is permitted on any Commodity provided under this Contract if such advertising and identification is a Manufacturer's practice. The Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising and identification. The Department and Customers reserve the right to, in their sole discretion, determine what advertising and identification is considered unacceptable under this Contract.

5. Luxury, Performance, or Sport Motor Vehicles or Options

No luxury, performance, or sport Motor Vehicles or Options shall be permitted under this Contract. The Bureau of Fleet Management and the Contract Manager shall determine what is considered luxury, performance, or sport. All Options and equipment must be approved by the Bureau of Fleet Management in accordance with 60B-1 F.A.C.

6. Installation

When installation is required, the Contractor shall be responsible for ensuring the installation of the Options in the required locations at no additional charge, as specified in the Charges and Fees section. Options shall be assembled and installed by the Manufacturer, Dealer, or at the port. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance or render it structurally or operationally unsound. Installation includes the furnishing of any materials required to install or replace the parts in the proper location. The Contractor shall protect the installation site from damage and shall repair any damages caused during installation. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on the installation site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

6.1 Body Transfer and 3rd Party Body Installations

In the event the Customer chooses to purchase or supply a cab and chassis, or cutaway van separately, the Contractor must comply with section 319.21, Florida Statutes, perform Manufacturer required pre-delivery inspection, and ensure all proper tag and title documents are present during the inspection and delivery pursuant to Florida license requirements. The Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of aftermarket Options only. The Department reserves the right to reject an installation charge if, within the Department's sole discretion, the proposed installation charge does not align with market prices. The Manufacturer must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of a body transfer or 3rd party body installations must be included in the Motor Vehicle's price; however, an additional cost may occur for installation by the Contractor or body upfitter. The installation cost may vary due to the body configuration; however, the installation price shall be included on the Price Quote Form (PQF) from the Contractor.

7. Warranty Repairs and Adjustments

All warranty repairs and adjustments are covered throughout the Contract term at no additional cost to Customer(s) or the Department. The Manufacturer shall be responsible for warranty and recall services performed, regardless of whether the Contractor actually performed the service. Nothing in this section requires or allows the Contractor to require the Customer to return the Motor Vehicle to the Contractor for warranty repairs and adjustments. The Customer shall be able to return the Motor Vehicle to any location authorized by the Manufacturer to perform warranty repairs and adjustments at no additional cost to the Customer.

7.1 Extended Warranty

This Contract does not include “extended warranty” service agreements. However, the Contractor may offer Customers “extended warranty” service agreements for the maintenance and repair of Commodities after the initial warranty expires, but not as a term of this Contract. The Contractor will list this additional service as a separate item on the invoice.

8. Federal and State Standards

All requirements herein are in full and complete compliance with all federal and State of Florida laws, standards, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes but is not limited to: Federal Motor Vehicle Safety Standards (“FMVSS”), Occupational Safety and Health Administration (“OSHA”), Environmental Protection Agency (“EPA”) Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. It is the intent of the Department that the Contractor(s) comply with all applicable federal and State of Florida regulations regarding the Commodities and contractual services’ safety and environmental requirements, including any legislation or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Contractor(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of Commodities and contractual services provided. If a conflict exists, the Contractor, regardless of whether it is the Manufacturer or Dealer, shall contact the Department’s Contract Manager in writing no later than 24 hours after identification of the conflict.

9. Warranty

The Manufacturer's warranty shall cover all Commodities and contractual services offered under the Contract. The Manufacturer's warranty is required to provide coverage against defective material, workmanship, and failure to perform. The Manufacturer's warranty coverage shall be identical to or exceed those normally provided for the Commodities and contractual services specified herein that are sold to any Federal, state, or local governments. The Manufacturer's warranty shall be in effect for a minimum term of one year from the Customer's acceptance, as specified in the "Inspection and Acceptance" section. Should the Manufacturer's warranty conflict with any requirements, terms, or conditions of the Contract, the Contract requirements, terms, and conditions shall prevail. Customers shall contact the Dealer or Manufacturer regarding the Manufacturer warranty terms and conditions.

10. Recalls

In the event there is a recall of any of the Motor Vehicle or Options, the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure that defective Motor Vehicle and Options are rectified, replaced, and destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts related to recalls shall be at Contractor's own expense.

11. Manufacturer's Last Order Date and Production Schedule Changes

The Contractor shall provide notification of a Manufacturer's Last Order Date by email to the Department's Contract Manager no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date. When available, the Contractor shall immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Date to the Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one Business Day of receiving the order.

12. Model Additions, Replacements, and Deletions

A new Model may be added to Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if all of the following conditions are met:

- The Model did not exist at the time of the original procurement;
- The Model is produced under a Brand for which the Contractor was awarded;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Model falls under a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded; and

- The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor is less than or equal to the highest Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered for all Models in the same Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded.

An existing Model may be replaced by a newer Model in Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if all of the following conditions are met:

- The new Model did not exist at the time of the original procurement;
- The new Model is produced under the same Brand as the existing Model;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Manufacturer's intent is to replace the existing Model with the new Model; and
- The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor for the new Model is less than or equal to the Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage for the existing Model being replaced.

An existing Model may be deleted from Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if the Manufacturer discontinues production of the Model.

The Department reserves the right to delete Models, from this Contract by removing them from Attachment C, Cost Sheet (Group 1 – 7). Models may be removed at the sole discretion of the Department.

The Department reserves the exclusive right to approve or deny any addition, deletion, replacement, or other request under this section and to establish its effective date. Requests will be reviewed separately and accepted or rejected on an individual basis.

13. Price Quote Form (PQF)

Customers shall request a PQF from all Contractors awarded for a specific Model. If the Model is available from the Contractor, the Contractor shall provide Customers a completed PQF for Motor Vehicles and Options purchased under this Contract and all charges, including labor and installation, shall be itemized separately. The maximum pricing permitted shall not exceed the sum of the Cost and applied Cost Plus Percentage for the awarded Model and Options. The Customer and Contractor may negotiate a lower price.

Upon Customer request, the completed PQF shall be provided by the Contractor and returned to the Customer within two Business Days. The Contractor will provide the price available at the time of the PQF using the latest information available from the manufacturer at the time and considering Options or other additions to meet the Model and Options requested. The Contractor is responsible for communicating any potential price changes during the manufacturing process, and then give the Customer the option to accept the changes or cancel the purchase order. The Contractor shall be responsible for removing all non-eligible and unacceptable charges and fees under the Contract from the PQF.

At the time of quote, the PQF must be accompanied by documentation showing Cost and the added Cost Plus Percentage for the Customer. Upon delivery, the Contractor must provide documentation showing Cost and the added Cost Plus Percentage for the Customer. At a minimum, the Contractor shall provide documentation reflecting the actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

14. Department Approval (State Agency Only)

After receiving a completed PQF, the Customer will develop a justification to support price reasonableness and complete the MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment Form, which is available at:

https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment

15. Acknowledgment of Order Form

The Contractor shall email Customers with a completed Attachment I, Acknowledgment of Order Form, within five Business Days of receiving the Customer's order. The Contractor must use the Acknowledgment of Order Form and shall not make any alterations. Failure by the Contractor to provide the Customer the Acknowledgment of Order Form within five Business Days from the date the Contractor received the Customer's order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the Motor Vehicle(s) and Options which meets the requirements, terms, and conditions herein and shall not be higher than the Cost Plus Percentage provided in Attachment C, Cost Sheet (Group 1 – 7). If the awarded Motor Vehicle(s) and Options are not available or cannot be delivered within the contractually required timeframe, the Contractor must provide a comparable Motor Vehicle(s) and Options of equal or better value which meets or exceeds the requirements, terms, and conditions herein. The Contractor's proposed substitution is subject to prior approval by the Customer and the Department.

16. Acceptance of Order

The Contractor shall deliver the awarded Motor Vehicle(s) and Options listed on the Customer's order in accordance with the prices, Cost Plus Percentages, requirements, terms, and conditions of the Contract and the Customer's order.

17. Transportation and Delivery

The final price to the Customer shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of Motor Vehicles and Options shall be Free on Board (FOB) Destination to any location statewide as follows:

1. Motor Vehicles and Options not in stock or unavailable from a Manufacturer at the time of order must be delivered within 180 calendar days, and only based on industry delays, not to exceed 365 calendar days, after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 calendar day timeframe, due to industry delays, the Department's Contract Manager must be notified immediately by the Contractor and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.
2. Motor Vehicles and Options in stock must be delivered within 14 calendar days after receipt of the Customer's order unless an Option requires a post-Manufacturer or Dealer installation. These Options shall be delivered within 30 calendar days after receipt of the order.

Delivery of Motor Vehicles and Options is defined as the receipt by the Customer and delivered to the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor shall provide Customers a minimum of 24 hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. on Business Days and on the Customer's local time unless previously arranged and approved by the Customer in writing.

Deliveries of Motor Vehicles and Options can be made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled vehicle with less than 250 odometer miles at delivery, the self-propelled vehicle may, with the Customer's prior approval, be driven to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than 250 odometer miles at delivery may be rejected, or \$0.50 per mile in excess of 250 odometer miles may be deducted from the invoice and payment owed to Contractor.

The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All Motor Vehicles delivered by the Contractor to the Customer shall contain no less than $\frac{1}{4}$ tank of fuel as indicated by the fuel gauge at the time of delivery and receipt by the Customer.

The Contractor will perform a Manufacturer's Pre-Delivery Inspection (PDI) and is responsible for delivering Motor Vehicles and Options that are properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s), motor(s), and drive(s) to proper operating condition;
4. Inflate tires (including any spares) to proper pressures;
5. Check to ensure proper operation of all gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
7. Ensure that the Motor Vehicle is completely assembled, unless otherwise noted by the Customer, and thoroughly tested and ready for operation upon Delivery.

All Motor Vehicles shall be delivered with the following, completed documents:

1. Manufacturer's PDI form;
2. A copy of the Customer's order;
3. Contractor's Attachment C, Cost Sheet (Group 1 – 7);
4. Manufacturer's invoice(s) for each delivered Commodity, including individual Motor Vehicle, and Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the Vehicle and instead provided with the documents listed herein;
6. Manufacturer's certificate of origin, if applicable;
7. Manufacturer's operator manual
8. Manufacturer's warranty certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary tag and 20-day extension tag, if applicable; and
11. DHSMV 82040, Application for Certificate of Title and vehicle registration, if applicable.

Deliveries that do not include all above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed documentation or that have submitted altered forms to the Customer may be cause for default proceedings and Contract termination.

18. Inspection and Acceptance

Section 6.4, Inspection and Acceptance of Commodities, of Exhibit D, Special Contract Conditions, is supplemented by adding the following:

The Customer should inspect the Motor Vehicle and Options for any physical damage. The Contractor is obligated to correct any Customer identified errors or damage at no cost to the Customer.

Inspection and acceptance shall occur at the location of the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Title and risk of loss or damage to all Motor Vehicles and Options shall be the responsibility of the Contractor until inspection and acceptance by the Customer. If a Motor Vehicle or Option requires service or adjustments, as required by the Customer, the Contractor shall either correct the issue or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory, and the Commodity is re-delivered in acceptable condition. All costs of transportation and delivery incurred for initial delivery and any re-deliveries due to non-Customer error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Motor Vehicle or Option, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

19. Commodities Title and Registration

The Contractor shall title and register Motor Vehicles delivered under the Contract for the Customer in accordance with Florida Law, including Chapters 319 and 320, F.S. The Contractor shall provide any necessary form(s) that must be signed by the Customer at the time of delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Customer within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by law to obtain title and registration for the Motor Vehicle independent of the Contractor and chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgment of Order Form. However, the Customer shall then be obligated to title and register the Motor Vehicle and the Contractor shall provide the Customer any documents necessary for the Customer to do so at the time of delivery.

The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation, and a new license plate fee is included on the Customer's order.
The Customer's order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a Customer point of contact including the person's name, title, and telephone number should there be any questions.

20. Charges and Fees

All pricing under this Contract shall include the following in the Cost Plus Percentage:

1. Administrative;
2. Environmental;
3. *Tax, Tag, and Title;
4. *License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State of Florida;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Motor Vehicle or Options according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
14. Installation (except as specified in the Body Transfer and 3rd Party Body Installations section of the SOW)

*Customers have the right to process their own Tax, Tag, and Title and License Plate Transfer. If this occurs, the Contractor shall credit the Customer for any applicable title fees.

Charges and fees in excess of those that existed on the date the Contract was entered into may be extended to Customers only if the amount of the increase is attributable to changes in market conditions. The amount of the charge or fee extended to Customers shall not exceed the difference between the amount of the charge or fee at the time of the request for Departmental approval and the amount of the charge or fee that existed at the inception of the Contract. Prior to extending any such charge or fee to Customers, the Contractor must request the Department's approval by submitting to the Contract Manager documentation and justification for extending the amount of the charge or fee to Customers; the Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g. Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to Customers.

The Department reserves the exclusive right to approve or deny the increase of any charge or fee request. Any charge or fee request will be reviewed separately and accepted or rejected on an individual basis. After obtaining written approval from the Department to extend a charge or fee to Customers, the approved amount of the charge or fee must be listed separately on the PQF; the Contractor shall provide documentation of the Department's approval with each PQF that includes the charge or fee.

21. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period

22. MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the [Transaction Fee & Reporting](#) section and [Training for Vendors](#) section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

23. Quarterly Sales Reports

The Contractor shall submit a Quarterly Sales Report in the manner and format required by the Department within thirty (30) calendar days after the close of each quarter. The Quarterly Sales Report template can be found here:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website are the responsibility of the Contractor without prompting or notification by the Department. If no sales are recorded during the period, the Contractor shall confirm that there was no reportable activity in the manner required by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

24. Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

25. Ad Hoc Reports

The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the form acceptable to the Department within the timeframe specified by the Department.

26. Business Review Meetings

Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- a. Contract compliance
- b. Contract savings (in dollar amount and cost avoidance)
- c. Spend reports by Customer
- d. Recommendations for improved compliance and performance

27. Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. Customer's reserve the right to revise or add additional financial consequences for each order. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports to the Department	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per Calendar Day late/not received
Contractor will timely submit completed MFMP Transaction Fee Reports to the Department	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15 th calendar day after the close of each month	\$250 per Calendar Day late/not received
Contractor will timely provide accurate Price Quote Forms to Customers	All Price Quote Forms will be timely provided to Customers with accurate information	PQFs are due within two Business Days following the Customer's request	\$250 per occurrence of an inaccurate or untimely Price Quote Form

Contractor will deliver Motor Vehicles with no less than a ¼ tank of fuel upon delivery to Customers	Contractor shall adhere to delivery requirements pursuant to the Transportation and Delivery section in the SOW	Upon each Motor Vehicle delivery to Customers	\$50 per occurrence of a Motor Vehicle delivery with less than a ¼ tank of fuel upon delivery to Customers
Ad hoc report(s)	Provide ad hoc reports as requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor	\$250 per occurrence

No favorable action will be considered for any Contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that are required under this Contract.



Exhibit C

ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.2.2 Preferred Pricing. Left intentionally blank.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all

prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The

Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Exhibit D

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
 Department's Physical Address
 Department's Telephone #
 Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
 Contractor's Name
 Contractor's Physical Address
 Contractor's Telephone #
 Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

MOTOR VEHICLES (25100000-23-STC)

Exhibit B: Cost Sheet - Group 6: Medium Duty Trucks

Commodity Codes: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)

Sub-Group	Brand	Line Number	Model	Lowest Cost Plus %	Contractor	2nd Lowest Cost Plus %	Contractor	3rd Lowest Cost Plus %	Contractor
Sub-Group A: Pickup Trucks	Chevrolet	1	Silverado 3500 HD	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
	Ford	2	Super Duty F-350	3.00%	Alan Jay Automotive Management, Inc.	3.03%	Tropical Ford, Inc	3.20%	Step One Automotive dba Ford Crestview
		3	Super Duty F-450	2.57%	Tropical Ford, Inc	3.00%	Alan Jay Automotive Management, Inc.	3.50%	Step One Automotive dba Ford Crestview
	GMC	4	Sierra 3500 HD	3.00%	Alan Jay Automotive Management, Inc.				
	Ram	5	3500	3.00%	Alan Jay Automotive Management, Inc.	3.00%	Step One Automotive dba CDJR Ft Walton Beach		
Sub-Group B: Chassis Cabs	Chevrolet	6	Silverado 3500 HD	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
		7	Silverado 4500 HD	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
		8	Silverado 5500 HD	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
		9	Silverado 6500 HD	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
		10	Chassis Cab F-350	2.66%	Tropical Ford, Inc	2.90%	Step One Automotive dba Ford Crestview	3.00%	Alan Jay Automotive Management, Inc.
	Ford	11	Chassis Cab F-450	2.58%	Tropical Ford, Inc	2.90%	Step One Automotive dba Ford Crestview	3.00%	Alan Jay Automotive Management, Inc.
		12	Chassis Cab F-550	2.55%	Tropical Ford, Inc	2.90%	Step One Automotive dba Ford Crestview	3.00%	Alan Jay Automotive Management, Inc.
		13	Chassis Cab F-600	2.46%	Tropical Ford, Inc	3.00%	Alan Jay Automotive Management, Inc.	3.00%	Step One Automotive dba Ford Crestview
	GMC	14	Sierra 3500 HD Chassis Cab	3.00%	Alan Jay Automotive Management, Inc.				
	Ram	15	Chassis Cab 3500	2.90%	Step One Automotive dba CDJR Ft Walton Beach	3.00%	Alan Jay Automotive Management, Inc.		
		16	Chassis Cab 4500	2.90%	Step One Automotive dba CDJR Ft Walton Beach	3.00%	Alan Jay Automotive Management, Inc.		
		17	Chassis Cab 5500	2.90%	Step One Automotive dba CDJR Ft Walton Beach	3.00%	Alan Jay Automotive Management, Inc.		

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	51447-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/8/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/22/2024

REQUESTING AGENCY	COOPER CITY, CITY OF		
CONTACT PERSON	GEORGE MILORDIS	EMAIL	gmlorids@coopercity.gov
PHONE	954-434-4300 Ext. 321	MOBILE	FAX

Florida State Term Contract No. 25100000-23-STC Motor Vehicles www.myfloridamarketplace.com

CUSTOMER ID

MODEL	X3A 610A	SPECIFICATION #	00-Sub-Group A: Pickup	Line	2
2024 FORD F-350 SUPER CAB SRW 2WD XL 8' BED 164" WB		BED LENGTH	8' BED	BASE PRICE	\$45,820.00
** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase ord					COST

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
44F	OPTIONS Transmission: TorqShift-G 10-Speed Automatic	\$0.00
610A	Order Code 610A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
76C	Exterior Backup Alarm (Pre-Installed)	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (4)	\$0.00
X37	3.73 Axle Ratio	\$0.00
DMU	Dealer Markup	\$1,374.60
DISCOUNT	[Base Price] - [Government Discount] + [Draft] = [Vehicle Cost] \$46,820.00 - \$1,000.00 + \$0.00 = \$45,820.00	\$0.00

FACTORY OPTIONS \$1,374.60

CONTRACT OPTIONS	DESCRIPTION	
3KR	Additional key and remote, cut and programmed.	\$205.00
CAMERA RR	Remove and re-install factory camera from tailgate.	\$300.00
D-BOX	REMOVE FACTORY PICKUP BOX	\$158.00
K 696J	Knapheide 8' SRW utility body for 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	\$9,450.00
K FFK	Knapheide Fuel Fill Kit for Ford bed removal applications.	\$405.00
K CLV-SB	Class V Hitch for Service Body	\$860.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat	\$140.00
K LG16-2PC-SB	Maxon C2-54-1642 TP38 1600 lb capacity service body lift gate 49" x 38"+ 4" 2- PC (includes duplicate STT lights).	\$4,835.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.	\$960.00
LR-SPOT	Unity left & right-hand pillar mounted 6" spotlight with clear halogen bulb	\$905.00
LED BULB 2	Whelen LED replacement bulbs for left and right hand spot lamps.	\$950.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
NEW-TAG-STATE	New STATE tag Includes temp tag & two way overnight shipping for signature.	\$245.00

CONTRACT OPTIONS \$19,413.00

Florida State Term Contract No. 25100000-23-STC Motor Vehicles www.myfloridamarketplace.com

TRADE IN

TOTAL COST

\$66,607.60

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$66,607.60

Estimated Annual payments for 60 months paid in advance: \$14,917.36

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Meeting Date: 02/13/2024 Item #11.

Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✔ Complete)

Price Summary

PRICE SUMMARY		
	Inv	MSRP
Base Price	\$46,127.00	\$48,555.00
Total Options	\$160.00	\$175.00
Vehicle Subtotal	\$46,287.00	\$48,730.00
Dealer Advertising Adjustment	\$0.00	\$0.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$46,820.00	\$50,725.00

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Alan Jay Fleet

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Meeting Date: 02/13/2024 Item #11.

Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box

MSRP: \$48,555.00

Interior: Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1: Oxford White

Exterior 2: No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
X3A	[Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box	\$48,555.00
OPTIONS		
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
610A	Order Code 610A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✔ Complete)

AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S (4)	\$0.00
X37	3.73 Axle Ratio	\$0.00
Z1	Oxford White	\$0.00

SUBTOTAL	\$48,730.00
Adjustments Total	\$0.00
Destination Charge	\$1,995.00
TOTAL PRICE	\$50,725.00

FUEL ECONOMY

Est City:N/A
 Est Highway:N/A
 Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✔ Complete)

Standard Equipment

Mechanical

- Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)
- Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail (STD)
- 3.73 Axle Ratio (STD)
- 50-State Emissions System
- Transmission w/Oil Cooler
- Rear-Wheel Drive
- 78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
- 160 Amp Alternator
- Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
- Trailer Wiring Harness
- 4160# Maximum Payload
- GVWR: 10,400 lb Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Firm Suspension
- Hydraulic Power-Assist Steering
- 34 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

- Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
- Tires: LT245/75R17E BSW A/S (4) -inc: Spare may not be the same as road tire (STD)
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✔ Complete)

Exterior

- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Reverse Opening Rear Doors
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Boxside Steps
- Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights

Entertainment

- Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
- 2 LCD Monitors In The Front

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✔ Complete)

Interior

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows

FordPass Connect 5G Mobile Hotspot Internet Access

Rear Cupholder

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Illuminated Locking Glove Box

Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Full Overhead Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Driver Information Center

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✔ Complete)

Interior

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Securilock Anti-Theft Ignition (pats) Immobilizer

2 12V DC Power Outlets

Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st And 2nd Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters

Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✔ Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	6148 lbs	Gross Axle Wt Rating - Front	4400 lbs
Gross Axle Wt Rating - Rear	6340 lbs	Curb Weight - Front	3515 lbs
Curb Weight - Rear	2633 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	885.00 lbs
Reserve Axle Capacity - Rear	3707.00 lbs	As Spec'd Curb Weight	6148.00 lbs
As Spec'd Payload	4252.00 lbs	Maximum Payload Capacity	4252.00 lbs
Gross Combined Wt Rating	21000 lbs	Gross Axle Weight Rating	10740.00 lbs
Curb Weight	6148.00 lbs	Reserve Axle Capacity	4592.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	10400.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	14400 lbs	Wt Distributing Hitch - Max Tongue Wt.	1440 lbs
Fifth Wheel Hitch - Max Trailer Wt.	14100 lbs	Fifth Wheel Hitch - Max Tongue Wt.	3525 lbs
Maximum Trailerling Capacity	14400 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	4400 lbs	Spring Capacity - Rear	6340 lbs
Axle Type - Front	Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	5300 lbs	Axle Capacity - Rear	7280 lbs
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73

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Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✔ Complete)

Chassis

Suspension

Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TD8	Rear Tire Order Code	TD8
Spare Tire Order Code	N/A	Front Tire Size	LT245/75SR17
Rear Tire Size	LT245/75SR17	Spare Tire Size	Full-Size
Front Tire Capacity	6390 lbs	Rear Tire Capacity	6390 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	649
Revolutions/Mile @ 45 mph - Rear	649	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 7.5 in	Rear Wheel Size	17 X 7.5 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	56 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14.3 in
Rear Brake Rotor Diam x Thickness	14.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	34 gal	Aux Fuel Tank Capacity, Approx	N/A
----------------------------	--------	--------------------------------	-----

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Meeting Date: 02/13/2024 Item #11.

Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (X3A) XL 2WD SuperCab 8' Box (✔ Complete)

Chassis

Fuel Tank

Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A
--------------------	-----	------------------------	-----

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	40.3 in
Second Leg Room	33.5 in	Second Shoulder Room	65.8 in
Second Hip Room	64.7 in		

Exterior Dimensions

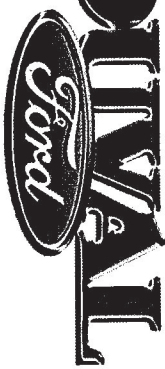
Wheelbase	164 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	254.4 in
Width, Max w/o mirrors	80 in	Height, Overall	78.8 in
Overhang, Front	38.2 in	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	56.1 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	35.4 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.7 in	Ground Clearance, Rear	8.7 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	98.1 in	Cargo Box Width @ Top, Rear	66.9 in
Cargo Box Width @ Floor	66.9 in	Cargo Box Width @ Wheelhousings	50.5 in
Cargo Box (Area) Height	21.1 in	Tailgate Width	60.5 in
Cargo Volume	78.5 ft ³	Ext'd Cab Cargo Volume	N/A

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Data Version: 21415. Data Updated: Jan 7, 2024 7:01:00 PM PST.



Cooper City

Meeting Date: 02/13/2024 Item #11.

for:
Cooper City
Levee Blanchard
blanchard@cooperctcity.gov

Contract Holder
Duval Ford
Jared Davis
(Work) 904-388-2144
(Fax) 904-387-6816
jared.davis@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

10/23/2023

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 23-VE1-31 / FSA 23-VEH21. If you have any questions regarding this quote please call. Note, Vehicle will be ordered while exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Code	Equipment	UNIT PRICE	EXTENDED
1	X3C SOUTH	\$ 55,534.00	\$ 55,534.00
1	Z1	\$ -	\$ -
1	AS	\$ -	\$ -
1	LWB X3A	\$ 1,418.58	\$ 1,418.58
1	SRW X3A	\$ (200.00)	\$ (200.00)
1	99N X3A	\$ (8,198.00)	\$ (8,198.00)
1	76C	\$ 173.69	\$ 173.69
	COMPLETE TRAILER TOW PACKAGE - HD		
	Availability:		
	• Optional on XL, XLT, Includes trailer plug 6 or 7 way	\$ 1,483.79	\$ 1,483.79
	• Includes hardware pack: Class IV Ball Mount, 2" Ball, Sleeve reducer, pin and clip		
	• Recommend Locking Differential, Includes Hardware		
1	534	\$ 625.00	\$ 625.00
	Ship Thru Qualified body modifier. Includes second stage mso, body certification label and pre-delivery inspection.		
1	31*	\$ 13,319.67	\$ 13,319.67
	8' Knaphside 696 SRW 56" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight ship, second stage MSO and body certification decal.		
1	KSB 3	\$ 1,224.00	\$ 1,224.00
	Spray Line Top & Cargo Area 8'		
1	SBO 68	\$ 272.00	\$ 272.00
	Spray Line Bumper		
1	LG 9	\$ 5,831.00	\$ 5,831.00
	1500# Tommy Gate G260 1642 E338 Aluminum 2 Piece		
1	CAMLOC	\$ 326.40	\$ 326.40
	Relocate factory camera		
1	RKE	\$ 329.00	\$ 329.00
	Programmed Integrated Key Transmitter Fob		
4	NSO: SPOTLAMP	\$ 790.00	\$ 1,980.00
	Non-scheduled option: Unity pillar-mounted LED spotlight (each, to be mounted left and right)		
1	LED PKG 12	\$ 2,985.55	\$ 2,985.55
	54" Fully Populated Nicods Light Bar, Siren/ Controller, Speaker & 4 Corner Flashing System With Mounting Hardware- N Roads 54" Bar - dlc3h010*.Emps23s2,Prmp28kdgaJ,Ess482csJ,Ess100J - Single Color Or Dual Color		
	NOTE: COLOR- AMBER/WHITE LIGHTBAR, WHITE 4-CORNERS, INCL T/A: 6-SWITCH CONTROLLER (NO SIREN)		
1	TAG	\$ 125.00	\$ 125.00
	New Tag Charge (Florida only) Requires (TTO) Tag/Title option, Specify City, State, or Sheriff's Tag. Includes (TMP)		
0	TTO	\$ 48.00	\$ 48.00
	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to		
	NOTE: Trailer brake controller standard now on Super Duty; Daytime running lamps N/A		
	UNIT COST	\$	\$ 77,277.67
	TOTAL QUANTITY	1	\$ 77,277.67
	TOTAL PURCHASE	\$	\$ 77,277.67



Memorandum

TO: Hamid Nikvan, Assistant Utilities Director
FROM: Purchasing
THRU: Ryan Eggleston, City Manager
DATE: January 25, 2024

SUBJECT: 2024 FORD F-350 SUPER CAB – [FL State Term Contract # 25100000-23-STC](#)

The Purchasing Division after careful consideration and evaluation of available options, it has been determined that acquiring the vehicle through the State of Florida contract is the most advantageous and cost-effective solution for our needs. Utilization of the state contract process complies with the City of Cooper City procurement requirements [\[Sec 2-258 \(f\) Purchases of good or services from contracts awarded by other governmental entities\]](#). Details of the market research process are as follows:

1. **Cost Efficiency:** The State of Florida contract offers competitive pricing, ensuring that we obtain the vehicle at the best possible cost.
2. **Compliance:** Utilizing state contracts ensures compliance with city and state procurement regulations and policies, streamlining the purchasing process.
3. **Vendor Reputation:** The selected vendor under the state contract has a proven track record of delivering high-quality vehicles and excellent customer service.
4. **Time Savings:** By leveraging an existing state contract, we expedite the procurement process, saving time on negotiations and reducing administrative burden.

Additionally, our comparative pricing analysis revealed a substantial cost savings of approximately \$10,000 when compared to the Florida Sheriffs Agreement (FSA) for the same vehicle configuration.

Att. Alan Jay Fleet Sales – Quote 51447-4
[FL State Term Contract # 25100000-23-STC](#)
Comparative Quote – Duval Ford (FSA 23-VEL-31 / FSA 23-VEH21)
Vendor Compliance – Alan Jay Fleet Sales

cc: Steve Blanchard

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #11.



Vendor: Alan Jay Automotive Management, Inc. FEIN: 59-3533025	Does Vendor appear on the following:	
	YES	NO
Florida Convicted Vendor List	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Florida Suspended Contractors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Scrutinized Companies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Broward County Debarred List	<input type="checkbox"/>	<input checked="" type="checkbox"/>
State of Florida Corporations (Sun Biz)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E-Verify	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verified by: Purchasing	Date: Thursday, January 25, 2024	

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #11.

[Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Convicted Vendor List](#)

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

There are currently no vendors on this list.

[Florida Department of Management Services > Business Operations > State Purchasing > State Agency Resources > Vendor Registration and Vendor Lists > Suspended Vendor List](#)

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to [section 287.1351, Florida Statutes](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance (📎 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. (📎 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC (📎 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. (📎 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC (📎 1.78 MB)

Updated 12/10/19

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #11.

Daqing Huake Group Co Ltd	Sudan	China	March 25, 2008	Yes
Egypt Kuwait Holding Co. SAE	Sudan	Kuwait	January 13, 2009	Yes

October 25, 2023
Page 3

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Engen Botswana	Sudan & Iran	Botswana	March 24, 2015	Yes
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgaz	Iran	Russia	June 4, 2019	Yes

Vendor Compliance
Check List

Meeting Date: 02/13/2024 Item #11.

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold. (One company was added this quarter.)

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
Morningstar, Inc (Sustainalytics)	United States	October 25, 2023
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021
Hindustan Unilever Ltd	India	July 29, 2021
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021
Unilever Finance Netherlands BV (Unilever PLC bond issuance)	Netherlands	July 29, 2021

October 25, 2023
Page 2

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Unilever Ghana Ltd	Ghana	July 29, 2021
Unilever Nigeria Plc	Nigeria	July 29, 2021
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021
# of Companies that Boycott Israel	18	

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #11.

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000079744

Entity Name: ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

Current Principal Place of Business:

2003 US 27 S
SEBRING, FL 33870-2151

FILED
Jan 04, 2024
Secretary of State
5207602843CC

Current Mailing Address:

PO BOX 9200
SEBRING, FL 33871-9200

FEI Number: 59-3533025

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ERVIN, CHARLES
3201 US HIGHWAY 27 S
SEBRING, FL 33870 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: CHARLES ERVIN

01/04/2024

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name WILDSTEIN, ALAN J
Address 2003 US 27 NORTH
City-State-Zip: SEBRING FL 33870

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALAN J WILDSTEIN

D

01/04/2024

Electronic Signature of Signing Officer/Director Detail

Date

Employer ▲	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Alan Jay Automotive Management	Same	Open	05/25/2017		100 to 499	1	FL



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Utilities

DATE: February 13, 2024

SUBJECT: Motion to approve and authorize the award of Bid, No. ITB 2023-6-UTL, Pump Station #55 Generator Replacement, to the lowest, responsive and responsible bidder, Hinterland Group, Inc., and to enter into an agreement in the amount not to exceed \$767,500.00 and a separate project contingency in the amount of \$76,750.00, representing 10% of the contract price. - **Utilities**

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval and authorization of the award of Bid, No. ITB 2023-6-UTL, Pump Station #55 Generator Replacement, to the lowest, responsive and responsible bidder, Hinterland Group, Inc., and to enter into an agreement in the amount not to exceed \$767,500.00 and a separate project contingency in the amount of \$76,750.00, representing 10% of the contract price.

The Final Completion date of the project is 400 calendar days from the Notice to Proceed date.

BACKGROUND OF ITEM:

The City of Cooper City Utilities Department is proposing the replacement of the current Pump Station #55 Generator. This crucial upgrade is essential as the City's sewage Pump Station #55, in operation since the 1980s, is struggling to function efficiently due to the scarcity of hard-to-find spare parts.

The proposed project will consists of replacing the old generator with a new one with all required appurtenances, controls, including a sound attenuating and weatherproof enclosure, and a fuel tank. The project also includes the installation of a permanent 12-inch bypass force main along with necessary valves, fittings, connections, etc.

For competitive solicitation, the Purchasing Division released an Invitation to Bid (ITB), 2023-6-UTL, titled Pump Station #55 Generator Replacement, in Sun Sentinel newspaper on October 27, 2023 along with posting it on DemandStar, an electronic purchasing portal. On December 6, 2023 at 3:00 P.M. EST, the Purchasing Division closed and unsealed three (3) responses. The responses reviewed by the Purchasing Division to ensure the responses met the ITB requirements, and the results are as follows:

- | | |
|------------------------------------|----------------|
| 1. Hinterland Group, Inc. | \$767,500.00 |
| 2. GlobalTech, Inc. | \$913,840.47 |
| 3. Southern Underground Industries | \$1,205,585.00 |

ANALYSIS:

The Purchasing Division reviewed the bid responses, discussed them with the Utilities Department staff, and concluded that Hinterland Group, Inc. was the lowest, responsive and responsible bidder who met all the requirements of the ITB for the bid award.

FISCAL IMPACT:

There is sufficient funding available in the Water and Sewer Utility Fund as follows:

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
453-930-563432-535-18035	\$1,610,650.00	\$844,250.00	\$766,400.00

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Hinterland Group, Inc. Contract Agreement
2. ITB 2023-6-UTL – Pump Station #55 Generator Replacement - Solicitation
3. Submittal - PS #55 Generator - Hinterland Group Inc.
4. ITB 2023-6-UTL – Hinterland Group, Inc. – Bid Tabulation
5. Vendor Compliance Hinterland Group, Inc.
6. Purchasing Division Memorandum
7. Certificate of Insurance

Workflow History ^			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	01/29/24 12:30 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	01/30/24 09:01 AM
Allen, Tedra	Assigned to City Clerk	Route to Budget	01/30/24 09:39 AM
Allen, Tedra	Assigned to Budget	Route to Attorney	01/30/24 10:43 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	01/30/24 03:09 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	01/31/24 04:59 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	02/01/24 10:47 AM
Allen, Tedra	END WORKFLOW - APPROVED		02/01/24 11:51 AM

**AGREEMENT BETWEEN THE CITY OF COOPER CITY
AND HINTERLAND GROUP, INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 20____, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City"),

and

HINTERLAND GROUP, INC., a environmental contractor for the water and wastewater industries, located at 2051 W Blue Heron Blvd., Riviera Beach, FL 33404, hereinafter "Contractor," who is authorized to do business in the State of Florida.

City and Contractor may each be referred to herein as "party" or collectively as "parties"

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intensions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon the parties as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 1. DEFINITIONS

Whenever the following terms appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, including as may be amended from time to time.
- 1.2. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.3. **City** means the City Commission of Cooper City, Florida, its successors and assigns.
- 1.4. **Code** means the City of Cooper City Code of Ordinances.

1.5. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.

1.6. **Consultant** means the architect or engineer who has contracted with City of Cooper City or who is an employee of City of Cooper City, and provides professional services for this Project.

1.7. **Contract Administrator** means the Director of Utilities or Assistant Director of Utilities or such other person designated by the Director of Utilities in writing.

1.8. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 8 of this Agreement, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, BIM and Electronic Media Submittal Requirements, and any additional documents the submission of which is required by this Project.

1.9. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.

1.10. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.

1.11. **Contractor** means the person, firm, or corporation with whom City of Cooper City has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.

1.12. **County Business Enterprise** or **CBE** means a small business certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code. Unless specified in the Contract Documents, this definition may not apply.

1.13. **Field Order** means a written order that orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.

1.14. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work defined

herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.15. **Materials** means materials incorporated in this Project or used or consumed in the performance of the Work.

1.16. **Notice(s) to Proceed** means a written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.17. **Plans or Drawings** means the official graphic representations of this Project that are a part of the Contract Documents.

1.18. **Project** means the construction project described in the Contract Documents, including the Work described therein.

1.19. **Project Initiation Date** means the date upon which the Contract Time commences.

1.20. **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code. Unless specified in the Contract Documents, this definition may not apply.

1.21. **Subcontractor** means a person, firm, or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.22. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and City of Cooper City or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy ("TCO") or other alternate municipal/ City of Cooper City authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.

1.23. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor who is primarily liable for satisfactory performance of the Work, and which surety company or individual is responsible for Contractor's satisfactory performance of the Work under this Contract and for the payment of all debts and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.24. **Work** means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services

provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2. SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents for the Project.

ARTICLE 3. CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by City's Finance Director or designee and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to City of Cooper City of all required documents and after execution of this Contract by both Parties. Preliminary Work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of Work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence for each Party's performance under this Contract. Contractor must obtain Substantial Completion of the Work within 370 calendar days after the Project Initiation Date specified in the second Notice to Proceed, and Final Completion within 30 calendar days after Substantial Completion.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to City of Cooper City the sum of five hundred dollars (\$500) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to City of Cooper City the sum of five hundred dollars (\$500) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City of Cooper City for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be

sustained by City of Cooper City as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

3.4. City of Cooper City may deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as City of Cooper City may, in its sole discretion, deem just and reasonable.

3.5. Contractor shall reimburse City, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between City of Cooper City and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by City of Cooper City as costs are incurred by Consultant and agreed to by City.

ARTICLE 4. CONTRACT PRICE

4.1. This is a Unit Price Contract:*

4.1.1. City of Cooper City shall pay to Contractor the amounts determined for the total number of each of the units of Work completed at the unit price stated in the Contract Price. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.

4.1.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

4.2. This is a Lump Sum Contract:*

4.2.1. City of Cooper City shall pay Contractor the Contract Price for the performance of the Work described in the Contract Documents.

4.2.2. Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in

the Contract Documents. The cost of any item of Work not covered by a specific Contract lump sum should be included in the lump sum price to which the item is most applicable.

***Note:** Only the subsections corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case both subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by City.

ARTICLE 5. PROGRESS PAYMENTS

5.1. Contractor may make an application for payment (“Application for Payment”), at intervals of not more than once a month, for Work completed during the Project. Contractor’s applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a Certification of Payments to Subcontractors and a release of claims relative to the Work that was the subject of previous applications or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, a statement shall be accompanied by a copy of the notification sent to each Subcontractor to whom payment has not been made, explaining the good cause why payment was not made. Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

CONSULTANT: Chen Moore & Associates, with a copy to:

CONTRACT ADMINISTRATOR: Hamid Nikvan, Assistant Utilities Director

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified hereinbefore, and if approved shall be due twenty-five (25) business days after the date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that City of Cooper City determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, City of Cooper City shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between City of Cooper City and Contractor shall be resolved by the Florida Statute 218.735 subject to the process and time frames for payment set forth above. For all other disputes related to payment, the dispute shall

be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. City of Cooper City may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of City.

5.3. Notwithstanding any provision of this Contract to the contrary, City of Cooper City may withhold payment, in whole or in part, in accordance with Applicable Law, or to such extent as may be necessary to protect itself from loss on account of:

5.3.1 Inadequate or defective Work not remedied.

5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City of Cooper City relating to Contractor's performance.

5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.

5.3.4 Damage to another contractor not remedied.

5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.

5.3.6 Failure of Contractor to provide documents required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any withheld payment shall be made to the extent otherwise due.

5.4 Invoices shall be emailed MONTHLY to Accountspayable@CooperCity.gov or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

6.1. Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection within ten (10) days. If Consultant and Contract Administrator find that the Work is acceptable; that the requisite documents have been submitted; that the requirements of the Contract Documents are fully satisfied; and that all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 11) shall be issued by Consultant, under its signature, stating that the requirements of the

Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

6.2. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following Final Payment Package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor's behalf; the final corrected as-built Drawings; and the final bill of Materials, if required, and the final Application for Payment. This Final Payment Package must include the certification document titled Final List of Non-Certified Subcontractors and Suppliers (Form 13), which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

6.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, City of Cooper City shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of claims.

6.4. Final payment shall be made only after the Board or Director of Purchasing, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1. Representation of Authority. Contractor represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Contract is within Contractor's legal powers, and each individual executing this Contract on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

7.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to City of Cooper City in connection with the solicitation, negotiation, or award of this Contract, including during the procurement or evaluation process, were true and correct when made and

are true and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

7.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.4. Public Entity Crimes. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime,” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.5. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor further represents that it is not, and for the duration of the Contract will not be, ineligible to contract with City of Cooper City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with Section 286.101, Florida Statutes.

7.6. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Contract, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Contract, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.7. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Contract will not violate that statute. If Contractor violates this section, City of Cooper City may immediately terminate this Contract for cause and Contractor shall be liable for all costs incurred by City of Cooper City due to the termination.

7.8. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work and that each person and entity that will perform or provide Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently

experienced and skilled in the area(s) for which such person or entity will render such Work. Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for such Work.

7.9. Truth-In-Negotiation Representation. Contractor’s compensation under this Contract is based upon its representations to City, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor’s compensation, including without limitation those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor’s compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City of Cooper City as the basis for Contractor’s compensation in this Contract.

7.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services at any time during the term of this Contract.

7.11. Criminal History Screening Practices. In addition to any City Code or policy, Contractor represents and certifies that Contractor will also comply with Section 26-125(d) of the Broward County Code for the duration of the Contract.

7.12. Breach of Representations. Contractor acknowledges that City of Cooper City is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and City of Cooper City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Contract without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 8. MISCELLANEOUS

8.1. Contract Documents and Priority of Provisions. In the event of any conflict between the terms contained in this Contract and those contained in a Contract Supplement, the terms of such Contract Supplement shall prevail. Furthermore, in the event of any conflict between the terms of the General Conditions included in this Contract and those contained in any General Supplemental Provisions, the terms of such General Supplemental Provisions shall prevail. In addition, anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents,

Contractor shall provide the latest, most stringent, and more technical requirement(s), including, but not limited to, the requirements setting forth the better quality or greater quantity.

Notwithstanding the forgoing, the following priority of provisions shall apply in the event of a conflict:

- First Priority: Approved Change Orders, Addendums, or Amendments
- Second Priority: Solicitation Documents
- Third Priority: Contract
- Fourth Priority: Contractor’s response to solicitation documents

8.2. Independent Contractor. Contractor is an independent contractor under this Contract. Work provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of City. This Contract shall not constitute or make the Parties a partnership or joint venture.

8.3. Third-Party Beneficiaries. Neither Contractor nor City of Cooper City intends to directly or substantially benefit a third party by entering into this Contract. Therefore, the Parties agree that there are no third-party beneficiaries to this Contract (other than Consultant to the extent this Contract expressly provides Consultant with specific rights or remedies).

8.4. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Contract, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR CITY:

City of Cooper City
 Attn: Ryan Eggleston, City Manager
 9090 SW 50th Place
 Cooper City, Florida 33328
 Email address: REggleston@coopercity.gov

With a copy to:
 Attn: Jacob Horowitz, City Attorney
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Email address: JHorowitz@gorencherof.com

FOR CONTRACTOR:

HINTERLAND GROUP, INC.
Attn: Chase Rogers, Project Director
2051 W Blue Heron Blvd.
Riviera Beach, FL 33404
Email address: info@hinterlandgroup.com

8.5. Assignment. Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions. Any attempted assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, and shall constitute a breach of this Contract. City of Cooper City reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to City of Cooper City to reasonably compensate it for the performance of any such due diligence.

8.6. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Contract was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and is, therefore, a material term.

8.7. No Waiver. City's failure to enforce any provision of this Contract shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Contract. The failure to assert a breach of a provision of this Contract shall not be deemed a waiver of such breach or of any subsequent breach, nor shall it be construed to be a modification of the terms of this Contract.

8.8. Severability. If any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

8.9. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for such litigation shall be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **EACH PARTY HEREBY EACH EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO**

CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS SECTION.

8.10. Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Contract shall be effective unless contained in a written document executed with the same or similar formality as this Contract by duly authorized representatives of City of Cooper City and Contractor.

8.11. Prior Agreements. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Contract or the Contract Documents are contained herein.

8.12. Compliance with Laws. Contractor and the Work must comply with all Applicable Law, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

8.13. **[THIS SUB-ARTICLE IS NOT APPLICABLE TO THIS CONTRACT]** Workforce Investment Program. This Contract constitutes a “Covered Contract” under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 (“Workforce Investment Program”). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Contract (whether those vacancies are with Contractor or Subcontractor) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Contract. Until at least one year after the conclusion of this Contract, Contractor shall maintain and make available to City of Cooper City upon request all records documenting Contractor’s compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration of termination of this Contract. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Contract.

8.14. Additional Security Requirements. Contractor certifies and represents that it will comply with the security requirements of the City and as mandated by the Federal and State governments for treatment plant facilities.

8.15. **[THIS SUB-ARTICLE IS NOT APPLICABLE TO THIS CONTRACT]** Federally Funded Contracts. Contractor certifies and represents that it will comply with the Federally Funded Contract Requirements attached hereto as Attachment _____. THIS SUB-SECTION IS NOT APPLICABLE TO THIS CONTRACT.

8.16. Drug-Free Workplace. Pursuant to Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the duration of this Contract.

8.17. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on City property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, etc.

8.18. Regulatory Capacity. Notwithstanding the fact that City of Cooper City is a political subdivision with certain regulatory authority, City's performance under this Contract is as a Party to this Contract and not in its regulatory capacity. If City of Cooper City exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Contract, and shall not be attributable in any manner to City of Cooper City as a party to this Contract.

8.19. **[THIS SUB-ARTICLE IS NOT APPLICABLE TO THIS CONTRACT]** Construction Apprenticeship Program. If this Contract is a construction contract as defined in Section 26-9 of the Code, Contractor represents and certifies that it shall at all times comply with the requirements of the Construction Apprenticeship Program as set forth in Sections 26-8 through 26-11 of the Code.

8.20. Interpretation. The titles and headings in the Contract Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. All personal pronouns shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to the Contract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by City of Cooper City shall require approval in writing, unless otherwise expressly stated.

8.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Contract by reference. The attached Exhibits are incorporated into and made a part of this Contract.

8.22. Fiscal Year. The continuation of this Contract beyond the end of any City of Cooper City fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

8.23. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Contract, nothing herein is intended to serve as a waiver of sovereign immunity by City of Cooper City nor shall anything included herein be construed as consent by City of Cooper City to be sued by third parties in any matter arising out of this Contract.

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

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

IN WITNESS OF THE FOREGOING, the parties hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
Ryan Eggleston, CITY MANAGER

BY: _____
CITY CLERK

BY: _____
Greg Ross, CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

CONTRACTOR:
HINTERLAND GROUP, INC., a Florida Corporation

Signature

BY: _____

Chase Rogers, Project Director
Print Name

Name: Daniel Duke III
Title: President



STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared Daniel Duke III, as President of Hinterland Group Inc., and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Daniel Duke III, as President of Hinterland Group Inc., and who is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and seal in the State and County aforesaid this 17 day of ~~20~~ January 2024



NOTARY PUBLIC
Lori Guild
Print or Type Name
My Commission Expires: 08/09/2026



City of Cooper City, Florida
ITB 2023-06-UTL Pump Station #55 Generator Replacement

Meeting Date: 02/13/2024 Item #12.



CITY OF COOPER CITY, FLORIDA

Invitation to Bid

Pump Station #55 Generator Replacement

ITB 2023-06-UTL

For information, contact the Purchasing Division:

The Purchasing Division
954-433-4300 Ext. # 268
Purchasing@CooperCity.gov

Release Date: Friday, October 27, 2023
Due Date: Monday, November 27, 2023



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Pump Station #55 Generator Replacement



INVITATION TO BID

CITY OF COOPER CITY
NOTICE TO BIDDERS/PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Monday, November 27, 2023, from qualified contractors capable of replacing the existing pump station #55 generator including electrical work, power, control, and lighting replacement. Proposed improvements consist of replacing the new generator outside of the existing generator room and will include a sound-attenuating, weatherproof enclosure, and sub-base fuel tank. The project will also involve the installation of a 12-inch Ductile Iron Pipe (DIP) force main bypass using open-cut methods at pump station #55. The scope of work encompasses connecting the new force main to the existing manifold on the pump station's suction side force main, installing fitting, valves, and establishing connections to the existing 12-inch force main. Bidders/Proposers shall comply with all rules and regulations for this type of project and follow the terms, conditions, and specifications contained in this solicitation. The Awarded Contractor shall provide all materials, labor, tools, equipment, machinery, mobilization, supervision, supplies, expertise, and services for the completion of the project in its entirety to the City of Cooper City.

PUMP STATION #55 GENERATOR REPLACEMENT
ITB 2023-06-UTL

The detailed Invitation to Bid (ITB) shall be obtained online at www.DemandStar.com.

Bids must be received in the City Clerk's Office located in City Hall, 9090 SW 50th Place, Cooper City, Florida 33328 no later than **3:00PM (EST), Monday, November 27, 2023**. The outside of the envelope or box must be clearly marked "ITB 2023-06-UTL, PUMP STATION #55 GENERATOR REPLACEMENT" and shall contain one (1) identified, unbound original, two (2) copies and one (1) electronic copy (flash drive) of your bid/proposal.

A mandatory pre-bid meeting will be held on **Thursday, November 9, 2023, at 2:00 PM EST** and located at the Cooper City Public Works Department located at 9070 SW 51st Street, Cooper City, FL 33328.

For questions and/or requests for information about this solicitation, please contact Purchasing@CooperCity.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.



The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed pursuant to the updated Section 2-270 of the City’s Code of Ordinances, prohibiting communication regarding this Invitation to Bid between a potential contractor, vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City’s professional staff including, but not limited to, the City Manager and staff, any member of the City’s selection or evaluation committee. For further information about the Cone of Silence, please see Section 2-270 updated by Ordinance 23-15 or contact the City’s Purchasing Division.

CITY OF COOPER CITY
City Clerk’s Office

Please publish one (1) time on:

Wednesday, November 1, 2023

Please send invoice and proof of publication to:

Tedra Allen, City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, FL 33328
Tallen@CooperCity.gov

[END OF SECTION]



SECTION I – INTRODUCTION AND INFORMATION

This solicitation may include the words “bid”, “proposal” and “offer”. These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.

1.1 PURPOSE

The City of Cooper City (the “City”) will receive sealed bids on the date and time specified below for furnishing all materials/supplies, equipment, machinery, mobilization, labor, supervision, expertise, and services necessary to replace the existing pump station #55 generator inclusive of all electrical, power, control and lighting replacement. Proposed improvements consist of replacing the new generator outside of the existing generator room and will include a sound-attenuating, weatherproof enclosure, and sub-base fuel tank. Project also consist of installing 12-inch force main permanent bypass. Bidders shall comply with all rules and regulations for this type of installation and follow the terms, conditions, and specifications contained in this solicitation. The awarded Contractor shall provide all labor, materials, equipment, insurance, and incidentals to complete the work in its entirety for the City of Cooper City.

1.2 DUE DATE & SUBMITTALS

1.2.1 All bids are due no later than 3:00 PM (EST), Monday, November 27, 2023, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

1.2.2 Original copy of Attachment A Bid Form as well as any other pertinent Forms and documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications, Project Drawings and Bid Form. The City encourages early submittal of bids.

1.2.3 The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4 Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.



1.3 PRE-BID MEETING

A mandatory pre-bid meeting will be held on Friday, November 9, 2023, at 2:00 PM EST and located at the Cooper City Public Works Department located at 9070 SW 51st Street, Cooper City, FL 33328.

1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

1.4.1 To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.4.2 Bidders are required to complete and submit with their Bid, the Qualification Requirements included in the Bid Proposal. Bidder must demonstrate qualifications to perform the Work including sufficient manpower and equipment, that previous experience meets the bid requirements, that past projects have been completed within budget and on schedule, that past projects have been managed professionally and construction quality and field supervision are professional and of best industry practice. Owner will evaluate experience and conduct reference checks as part of the bid evaluation process. Owner shall have sole opinion as to whether Bidder's requisite experience is deemed acceptable. Time is of the essence for this project, accordingly the City is anticipating that Substantial Completion of the Work will occur no later than 370 calendar days after the Project Initiation Date, and Final Completion will occur no later than 30 calendar days after Substantial Completion. Bidders are encouraged to submit in their Bid Proposal their expected timeframes for Substantial Completion and Final Completion of the Work that are earlier (or later) in time than the City's anticipated timeframes.

1.4.3 To demonstrate qualifications to perform the Work, each Bidder must submit with his/her Bid written evidence of previous experience with at least three (3) similar projects completed in last five (5) years within the United States. Bidder shall submit additional information, after the Bid Opening, if requested by Owner, to enable Owner to complete a comprehensive review of the Bid.

1.5 AGREEMENT TERM

1.5.1 The term of this Agreement shall be for the duration of the project, City acceptance, and payment of the project.

1.5.2 The Agreement Time allotted for this project shall be consistent with the duration specified in the Agreement in Article 3.2 and Technical Specifications.

1.5.3 The form and legal sufficiency of the Agreement shall be subject to the approval of the City Attorney.



1.6 SUPPLY/DELIVERY LOCATION

Pump Station #55 is located at the Cooper City Public Works Department, 9070 NSW 51st Street, Cooper City, FL 33328. The project site is more particularly identified in the plans included herein at **Exhibit A**. All work shall be completed within the time to complete unless otherwise approved by the writing by the City.

1.7 PRICE

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of one-hundred and twenty (120) days from the bid due date unless otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

1.8 PRICE ADJUSTMENTS

NOT PERMITTED AND PURPOSELY OMMITTED FOR THIS SOLICITATION

1.9 METHOD OF AWARD

1.9.1 The contract will be awarded to the *lowest* responsive, responsible Bidder whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

1.9.2 Bidder must bid on all items listed on Bid Form to qualify for award of the agreement.

1.9.3 The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

1.9.4 Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.9.5 The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6 The General Terms and Conditions, the Special Conditions, the Technical Specifications, the project drawings, the Bidder's Proposal, the Contract referenced, and the Work



Authorizations are collectively an integral part of the contract between the City and the successful Bidder.

1.9.7 While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

1.9.8 (This subsection is not applicable to this Project) The City reserves the right to automatically extend the contract for a maximum period not to exceed one-hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

1.10 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Cooper City will withhold retainage in accordance with Florida Statute 255.075 for contracts with construction services. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 25 business days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE CONTRACTOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to AccountsPayable@CooperCity.gov, or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.



1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email Purchasing@CooperCityFL.org. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

1.12 WRITTEN CONTRACT

The awarded Bidder/Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

1.13 DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in Article 1 of the Contract the have the meanings assigned to them in the General Conditions. The term “Successful Bidder” means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

1.14 BID/PROPOSAL BOND

Bids/Proposals **MUST** be accompanied by a Bid/Proposal security made payable to the City in an amount equal to five percent (5%) of the Bidder’s or Proposer’s maximum Bid/Proposal price and in the form of a certified check, bank money order, or a Bid/Proposal Bond (Attached) issued by an authorized surety.

The Bid/Proposal security of the Awarded Contractor will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid/Proposal Security will be returned. If the Awarded Contractor fails to execute and deliver the Contract Documents and furnish the required security within ten (10) days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid/Proposal



security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid/Proposal security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid/Proposal opening, whereupon the Bid/Proposal security furnished by such Proposers will be returned.

The Bid/Proposal security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the award.

THIS BID MUST BE ACCOMPANIED BY A BID BOND MADE PAYABLE TO THE CITY OF COOPER CITY, IN THE AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE BID PRICE.

[END OF SECTION]



SECTION II – SOLICITATION SCHEDULE

Item	Date
Release Bid	Friday, October 27, 2023
A MANDATORY pre-bid meeting (2:00 PM EST and located at the Cooper City Public Works Department located at 9070 SW 51 st Street, Cooper City, FL 33328)	Thursday, November 9, 2023
Last Date for Receipt of Questions of a Material Nature	Monday, November 20, 2023
BIDS DUE (Prior to 3:00PM EST)	Monday, November 27, 2023
Recommendation of Award issued to City Commission	TBD
Anticipated Award of Contract by City Commission	TBD

[END OF SECTION]



SECTION III – GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department – Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. The Contract Documents shall be followed in strict accordance as to Work, performance, material(s), and dimensions, except when Consultant may authorize, in writing, an exception.
- 1.2. Dimensions given in figures shall predominate over scaled measurements from the Drawings; however, any discrepancies regarding figures shall be resolved by Consultant. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.

ARTICLE 2. INTENTION OF CITY

City intends to describe in this Contract a functionally complete Project (or part thereof) to be constructed in accordance with this Contract and in accordance with all codes and regulations governing construction of the Project. The Work is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, as well as all labor, materials, equipment, and tasks, that are such an inseparable part of the Work described that exclusion of them from the Work would render performance by Contractor impractical, illogical, or unconscionable, and shall be supplied by Contractor whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning, unless specified otherwise herein. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the time of opening of bids for the Project. Contractor shall comply with such specifications, manuals, codes, laws, or regulations. City will have no duties other than those duties and obligations expressly set forth within this Contract.

ARTICLE 3. PRELIMINARY MATTERS

- 3.1. At least five (5) days prior to the pre-construction meeting described in Section 3.2, Contractor shall submit to Consultant for Consultant’s review and acceptance:
 - 3.1.1. A preliminary progress schedule.
 - 3.1.2. A preliminary schedule of Shop Drawing submissions; and



3.1.3. In a lump sum contract or in a contract that includes lump sum bid items of Work, a preliminary schedule of values for all of the Work that includes quantities and prices of items aggregating the Contract Price, in as much detail as may be requested by City in writing, and that subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

In addition, after award but prior to the submission of the progress schedule, Consultant, Contract Administrator, and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation; provided, however, that neither Consultant nor City of Cooper City shall be responsible for the nonperformance by the utility owners.

3.2. At a time specified by Consultant, but before Contractor starts the Work at the Project site, a conference attended by Contractor, Consultant, and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1; to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment; and to establish a working understanding among the Parties as to the Work.

3.3. Within thirty-five (35) days after the Project Initiation Date set forth in the applicable Notice to Proceed, a conference attended by Contractor, Consultant, and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within forty-five (45) days after the Project Initiation Date set forth in the applicable Notice to Proceed, Contractor shall revise the original schedule submittal to address all review comments from the progress schedule review conference and resubmit a revised progress schedule to Consultant for review. Consultant's acceptance of the finalized progress schedule shall only be with respect to the orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by City of Cooper City or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work. Such acceptance will neither impose on Consultant or City of Cooper City responsibility for the progress or scheduling of the Work, nor relieve Contractor from full responsibility therefor. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing such submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

ARTICLE 4. PERFORMANCE BOND AND PAYMENT BOND

4.1. Within ten (10) days after being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond (Form 1) and Payment Bond (Form 2). The payment bond shall be in the amount of one hundred percent (100%) of the Contract Price and performance bond shall be in the amount of one hundred and ten percent (110%) of the Contract Price guaranteeing to City of Cooper City the completion and performance of the Work covered in such Contract as well as full payment of all



suppliers, laborers, and Subcontractors employed pursuant to this Project. Each Bond shall be with a surety company that is qualified pursuant to Article 5.

4.2. Each Bond shall continue in effect for one (1) year after Final Completion and acceptance of the Work with liability equal to one hundred ten percent (110%) of the Contract Price, or an additional bond provided to ensure that Contractor will, upon notification by City, correct any defective or faulty Work or materials that appear within one (1) year after Final Completion of this Contract.

4.3. Pursuant to the requirements of Section 255.05, Florida Statutes, Contractor shall ensure that the bond(s) referenced above shall be recorded in the Official Records of Broward County and provide City of Cooper City with evidence of such recording.

4.4. In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security in the form of cash, money order, certified check, cashier's check, or unconditional letter of credit. Such alternate forms of security shall be subject to the approval of City of Cooper City and for same purpose, and shall be subject to the same conditions as those applicable above, and shall be held by City of Cooper City for one (1) year after completion and acceptance of the Work.

ARTICLE 5. QUALIFICATION OF SURETY

5.1. For all Bid Bonds, Performance Bonds, and Payment Bonds over \$200,000.00:

5.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least the past five (5) years.

5.1.2. The surety company shall hold a current Certificate of Authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide City of Cooper City with evidence satisfactory to City of Cooper City that such excess risk has been protected in an acceptable manner.

5.1.3. A surety company that is rejected by City of Cooper City may be substituted by the Bidder or proposer with a surety company acceptable to City, but only if the bid amount does not increase.



5.1.4. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications according to the latest edition of Best’s Insurance Guide, published by AM Best Company, Oldwick, New Jersey:

Amount of Bond	Minimum Policy Holder’s Ratings Strength/Financial Size
\$500,001 to \$2,500,000	
	A / VI
\$2,500,001 to \$5,000,000	A / VII
\$5,000,001 to \$10,000,000	A / VIII
Over \$10,000,000	A / IX

5.2. For projects that do not exceed \$200,000.00, City of Cooper City may accept a Bid Bond, Performance Bond, or Payment Bond from a surety company that has twice the minimum surplus and capital required by the Florida Office of Insurance Regulation at the time the solicitation is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid Certificate of Authority issued by the United States Department of the Treasury under Sections 9304 to 9308 of Title 31 of the United States Code. The Certificate and Affidavit (Form 4) so certifying should be submitted with the Bid Bond, Performance Bond, or Payment Bond.

5.3. More stringent requirements of any grantor agency may be set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this article shall apply.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and hold harmless City of Cooper City and its current, past, and future officers and employees (collectively, “Indemnified Party”), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees (collectively, a “Claim”), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or persons employed or utilized by Contractor in the performance of this Contract, including but not limited to Contractor’s Subcontractors, sub-subcontractors, materialmen, or agents of any tier, or any of their respective employees. To the extent considered necessary by Contract Administrator and City of Cooper City Attorney, any sums due Contractor under this Contract may be retained by City of Cooper City until all of City’s claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. These indemnifications shall survive the term of this Contract.



ARTICLE 7. INSURANCE REQUIREMENTS

7.1. The specific insurance coverage requirements for this project are identified in the Minimum Insurance Requirements Attachment J , which is a part of the Contract Documents. For purposes of this article, the term “City” shall include City of Cooper City and its members, officials, officers, and employees.

7.2. For the duration of the Contract, Contractor shall, at its sole expense, maintain at least the minimum limits of insurance coverage designated in the Contract Documents (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. The required insurance coverage shall be primary and non-contributory, and 'per occurrence' based. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Attachment J, City of Cooper City shall be entitled to all such broader coverages and higher limits. City of Cooper City reserves the right at any time to review and adjust the limits and types of coverage required under this article. Contractor shall add City of Cooper City as an additional insured on all required insurance coverage.

7.3. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with the Contract. All required insurance under this article shall provide primary coverage, list City of Cooper City as an additional insured, and shall not require contribution from any City of Cooper City insurance, self-insurance or otherwise. All insurance held by City, as well as City’s self-insurance, shall be in excess of and shall not contribute to the insurance provided by Contractor. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor’s insurers may acquire against City, and agrees to obtain same in an endorsement on all lines of insurance required of Contractor under this article including any excess or umbrella policies.

7.4. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by City’s Risk Management Division in writing.

7.5. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Attachment J , and shall submit same to City, at least fifteen (15) days prior to the effective date of the Contract or commencement of the Work for City’s written approval of such retentions or deductibles. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City of Cooper City may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so elected by City, and Contractor agrees to obtain same in endorsements to the required policies.



7.6. To the extent insurance requirements are designated in the Minimum Insurance Requirements, the applicable policies shall comply with the following:

7.6.1. Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of: Mold, fungus, or bacteria; Terrorism; Silica, asbestos or lead; Sexual molestation; and Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract. City of Cooper City and Consultant shall be included on the policy (and any excess or umbrella policy) as “Additional Insureds” on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor).

7.6.2. Contractor shall maintain products or completed work coverage for a minimum of three (3) years from the date of the final completion of the Work, unless otherwise stated in the Insurance Requirements Exhibit. In that case, the term specified in the Insurance Requirements shall govern the duration of the coverage required by this paragraph.

7.6.3. Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of Work under this Contract. City of Cooper City and Consultant shall be included on the policy (and any excess or umbrella policy) as “Additional Insureds.”

7.6.4. Workers’ Compensation/Employer’s Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers’ Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer’s right to subrogate against City of Cooper City in the manner which would result from the attachment of the NCCI form “Waiver of our Right to Recover from Others Endorsement” (Advisory Form WC 00 03 13) with City of Cooper City scheduled thereon. Where appropriate, coverage shall be included to the extent required by Applicable Law, including, but not limited to, the Federal Employer’s Liability Act, the Jones Act, and the Longshoreman and Harbor Workers’ Compensation Act.

If Contractor provides all or a portion of the Workers’ Compensation/Employer’s Liability insurance required herein via a professional employer organization (“PEO”) or employee leasing company, any such Workers’ Compensation/Employer’s Liability insurance provided will only be deemed acceptable solely for the purposes of insuring Contractor’s enrolled employees. In addition, and notwithstanding the foregoing, in order to



adequately protect City of Cooper City against injuries to uninsured employees of Subcontractors and non-enrolled employees of Contractor, Contractor must still procure, maintain, and furnish City of Cooper City with evidence of a stand-alone separate Workers' Compensation/Employer's Liability insurance policy issued with Contractor as an additional insured, and complying with all requirements for Contractor provided Workers' Compensation contained in the Contract Documents. It is permissible for Contractor to exclude payroll of leased employees from such separate Workers' Compensation/Employer's Liability insurance policy.

7.6.5. Professional Liability Insurance. Such insurance shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Contract.

7.6.6. Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. Such policy shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; Privacy/Security Breach Response coverage, including Notification Expenses.

7.6.7. Environmental Pollution Liability. Such insurance shall include clean-up costs and provide coverage to Contractor for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third-party bodily injury and property damage arising from pollution conditions. Such insurance shall also include Transportation Coverage and Non-Owned Disposal Sites coverage. Should policy provide coverage on a claims-made basis, the coverage shall be in force and effect to respond to all claims reported within at least three years following the period for which coverage is required, unless a longer period is indicated in the Minimum Insurance Requirements, and which claims would have been covered had the coverage been provided on an occurrence basis.

7.6.8. Property Insurance, Builder's Risk, or Installation Floater. Such insurance shall be in force and evidenced to City of Cooper City as a condition precedent to the Notice to Proceed for construction. Coverage shall be "All Risks," Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000) for each claim for all perils except wind and flood. For the perils of wind and flood, Contractor shall maintain a deductible that is commercially feasible but which does not exceed five percent (5%) of the "values at risk at the time of loss" unless otherwise approved by City of Cooper City.

Sublimits: With respect to coverage for the peril of wind, the policy shall not be subject to any sublimit less than Fifty Million Dollars (\$50,000,000) per occurrence. With respect to the peril of Flood, the policy shall not be subject to any sublimit less than Ten Million



Dollars (\$10,000,000) per occurrence. Any sublimit for wind or flood lower than those identified in the foregoing must be approved by City.

Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any “Occupancy Clause” or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder’s Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by City of Cooper City.

City of Cooper City reserves the right to purchase or provide property insurance covering the materials, equipment and supplies that are intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site (this coverage will be specifically to cover property under construction or similar coverage), in transit, and while temporarily located away from the Project site for the purpose of repair, adjustment or storage at the risk of one (1) of the insured parties. This coverage will not cover any of Contractor’s or Subcontractors’ tools, equipment, machinery or provide any business interruption or time element coverage to the contractors. If City of Cooper City elects to purchase property insurance or provide for coverage under its existing insurance for this Project, then in that case, the insurance required to be carried by Contractor may be modified to account for the insurance being provided by City of Cooper City, at City of Cooper City’s discretion. Such modification may also include execution of Waiver of Subrogation documentation. If a claim with respect to this Project is made upon City’s insurance policy, Contractor shall be responsible for up to the first Fifty Thousand Dollars (\$50,000) of the deductible amount for such claim.

7.7. On or before the effective date of the Contract, or at least fifteen (15) days prior to commencement of the Work, as requested by City of Cooper City, Contractor shall provide City of Cooper City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article.

7.8. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage for the duration of this Contract and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor shall provide notice to City of Cooper City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide City of Cooper City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

7.9. If and to the extent requested by City of Cooper City, Contractor shall provide to City of Cooper City complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City’s request.



7.10. Contractor shall ensure that “City of Cooper City, 9090 SW 50th Place, Cooper City, Florida 33328” and Consultant are listed as additional insureds on all policies required under this article. City of Cooper City shall be listed as Certificate Holder.

7.11. Contractor shall require each Subcontractor to maintain insurance coverage that adequately covers the Work provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that “City of Cooper City” and Consultant are named as additional insureds under the Subcontractors’ applicable insurance policies. If Contractor or any Subcontractor fails to maintain the insurance required by the Contract Documents, City of Cooper City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide services under the Contract unless and until the requirements of this section are satisfied. If requested by City of Cooper City, Contractor shall provide, within one (1) business day, evidence of each Subcontractor’s compliance with this article.

ARTICLE 8. LABOR AND MATERIALS

8.1. Unless otherwise provided herein, Contractor shall provide and pay for all Materials, labor, water, tools, equipment, light, power, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

8.2. Contractor shall at all times enforce strict discipline and good order among its employees and Subcontractors at the Project site, and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

ARTICLE 9. ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

ARTICLE 10. WEATHER

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 40. Time extensions are justified only when rain, other inclement weather conditions, or related adverse soil conditions result in Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of Work identified on the accepted schedule or updates to that schedule.



ARTICLE 11. PERMITS, LICENSES, AND IMPACT FEES

11.1. Except as otherwise provided within the Special Instructions for Vendors, Contractor shall secure and pay for all necessary permits and licenses required for the Work pursuant to by Applicable Law. Contractor shall be reimbursed for only the actual amount of the permit fees levied by the permitting authority and paid by the Contractor as evidenced by an invoice or other acceptable documentation issued by the permitting authority. Reimbursement to Contractor shall be on a pass-through basis and shall not include profit or overhead of Contractor. Contractor shall have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed, for all persons working on the Project for whom a Certificate of Competency is required.

11.2. City of Cooper City shall directly pay for all impact fees levied by any municipal governmental entity with jurisdiction.

ARTICLE 12. RESOLUTION OF DISPUTES

12.1. Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. The decision of the Purchasing Agent shall be final unless within three (3) business days from the receipt of the decision, the protestant files a written appeal with the City Manager. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid/Proposal or award challenge shall be assumed by the challenger. The decision of the City Manager shall be final and conclusive. The City Manager's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

12.2. To prevent all disputes and litigation, the Parties agree that Consultant shall decide all questions, claims, difficulties, and disputes of whatever nature that may arise relative to the technical interpretation of the Contract Documents or fulfillment of the Contract as to the character, quality, amount, and value of any Work done or materials furnished, or proposed to be done or furnished, under or by reason of the Contract Documents, and Consultant's decisions of all claims, questions, difficulties, and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty, or dispute that cannot be resolved by agreement of the Contract Administrator and Contractor shall be submitted to Consultant in writing within five (5) days after the date of impasse. Unless a different period of time is set forth in this Contract, Consultant shall notify the Contract Administrator and Contractor in writing of Consultant's decision within fourteen (14) days after the date of the receipt of the claim, question, difficulty, or dispute, unless Consultant requires additional time to gather information or allow the Parties to provide additional information. Except for disputes directly related to the



promptness of payment as set forth in Section 5.1 of the Contract, all nontechnical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages, including utilization of construction schedule changes and alternative means of construction.

12.3. If the determination of a dispute under this article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Time or Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the Parties shall participate in mediation to address all objections to any determinations and to attempt to prevent litigation. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under State law. **A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONTRACT TIME AND CONTRACT PRICE ADJUSTMENTS PROVIDED IN THE CONTRACT, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

ARTICLE 13. INSPECTION OF WORK

13.1. Consultant and City of Cooper City shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring, and testing.

13.1.1. Should the Contract Documents, Consultant’s instructions, or Applicable Law require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Testing shall be performed promptly, and, where practicable, at the source of supply. If any of the Work is covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor’s expense.

13.1.2. Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with this Contract, City of Cooper City shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with this Contract, Contractor shall pay such cost.



13.2. Inspectors shall have no authority to permit deviations from, or to relax or waive, any of the provisions of the Contract Documents, or to delay the Project by failure to inspect the materials and Work with reasonable promptness, without the written permission or instruction of Consultant.

13.3. The payment of any compensation, the giving of any gratuity, or the granting of any favor, of any character or form, by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

ARTICLE 14. SUPERINTENDENCE AND SUPERVISION

14.1. City's instructions are to be given through Consultant, which instructions Contractor must strictly and promptly follow in every case. Contractor shall keep on the Project a full-time, competent, English-speaking superintendent and any necessary assistants, all of whom must be satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor; all instructions given to the superintendent shall be as binding as if given to Contractor, and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall provide efficient supervision of the Work, using its best skill and attention.

14.2. On a daily basis, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors at the Project site; visitors to the Project site, including representatives of City, Consultant, or regulatory representatives; any event that caused or contributed a delay to the critical path of the Project; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in ink, unless otherwise approved by Consultant. The daily log shall be kept on or accessible from the Project site and shall be available at all times for inspection and copying by City of Cooper City and Consultant.

14.3. The Contract Administrator, Contractor, and Consultant shall meet at least every two (2) weeks (or as otherwise determined by the Contract Administrator) during the course of the Work to review and agree upon the Work performed to date and to establish the controlling items of Work for the next two (2) weeks. Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

14.4. If Contractor, in the course of performing the Work, finds any discrepancy between this Contract and the physical conditions of the locality, or any errors, omissions, or discrepancies in this Contract, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review same. Any Work done after such discovery, until authorized, will be done at Contractor's sole risk, without entitlement to reimbursement or compensation.



14.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

ARTICLE 15. CITY’S RIGHT TO TERMINATE CONTRACT

15.1. The Contract Administrator may give notice in writing to Contractor and its Surety of delay, neglect, or default, specifying the same with a notice to cure, upon the occurrence of any of the following:

15.1.1. Contractor fails to begin the Work within fifteen (15) days after the Project Initiation Date;

15.1.2. Contractor fails to perform the Work with sufficient workers, equipment, or materials to ensure the prompt completion of the Work;

15.1.3. Contractor performs the Work unsuitably or causes it to be rejected as defective and unsuitable;

15.1.4. Contractor discontinues performance of the Work in contravention of the accepted schedule;

15.1.5. Contractor fails to perform any material term set forth in this Contract;

15.1.6. Contractor becomes insolvent or declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or

15.1.7. From any other cause whatsoever, Contractor fails to carry on the Work in an acceptable manner.

15.2. If Contractor, within a period of ten (10) days after such notice, does not proceed to cure in accordance therewith, then City’s awarding authority for this Contract may, upon written certification from Consultant of the fact of such delay, neglect, or default and Contractor’s failure to comply with such notice, terminate the services of Contractor, exclude Contractor from the Project site and take the performance of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition, City of Cooper City may enter into an agreement for the completion of the Project according to the terms and provisions of this Contract, use such other methods as in the Contract Administrator’s sole opinion shall be required for the completion of the Project according to the terms and provisions of this Contract, or use such other methods as in the Contract Administrator’s sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs, and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become



due to Contractor. If the damages and expenses so incurred by City of Cooper City shall exceed the unpaid balance, Contractor shall be liable and shall pay to City of Cooper City the amount of said excess.

15.3. If City of Cooper City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and the rights and obligations of City of Cooper City and Contractor shall be the same as if the termination had been exercised pursuant to the Termination for Convenience clause as set forth in Section 15.4 below.

15.4. This Contract may be terminated for convenience, for any reason or no reason, in writing by the Board with at least ten (10) days' advance written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. Unless otherwise stated in this Contract, if this Contract was approved by Board action, termination for cause by City of Cooper City must be by action of the Board or the City Manager; in any other instance, termination for cause may be by the City Manager, the City of Cooper City representative expressly authorized under this Contract, or the City of Cooper City representative (including any successor) who executed the Contract on behalf of City. If this Contract is terminated by City of Cooper City pursuant to this section, Contractor shall be paid for all Work properly executed and actual expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to commitments that had become firm prior to the termination. Payment shall include reasonable profit for Work and services performed as limited by Article 39 hereof. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by Contractor. No payment shall be made for profit for Work and services that Contractor has not performed. Contractor acknowledges that it has received good, valuable, and sufficient consideration for City's right to terminate this Contract for convenience including in the form of City's obligation to provide advance notice to Contractor of such termination in accordance with this Section 15.4.

15.5. Upon receipt of a notice of termination pursuant to Sections 15.2, 15.4, or 15.6, Contractor shall promptly discontinue all affected Work unless the notice of termination directs otherwise, and shall deliver or otherwise make available to City of Cooper City all data, drawings, specifications, reports, estimates, summaries, and such other information as may have been required by this Contract whether completed or in process.

15.6. This Contract may be terminated by the City:

15.6.1. If Contractor is a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Contractor is otherwise ineligible to transact business with City of Cooper City under Applicable Law or provides a false certification submitted pursuant to Section 287.135, Florida Statutes.



ARTICLE 16. SUSPENSION OF WORK

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City of Cooper City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City of Cooper City may otherwise agree in writing. Suspension of Work by Contractor during any dispute or disagreement with City of Cooper City shall entitle City of Cooper City to terminate this Contract for cause.

ARTICLE 17. PROJECT RECORDS AND RIGHT TO AUDIT

17.1. Audit Rights and Retention of Records. Contractor and all Subcontractors shall preserve all Contract Records (as defined below) for a minimum period of three (3) years after expiration or termination of this Contract or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with City. Contract Records shall, upon reasonable notice, be open to City of Cooper City inspection and subject to audit and reproduction during normal business hours. City of Cooper City audits and inspections pursuant to this article may be performed by any City of Cooper City representative (including any outside representative engaged by City). City of Cooper City may conduct audits or inspections at any time during the term of this Contract and for a period of three years after the expiration or termination of this Contract (or longer if required by Applicable Law). City of Cooper City may, without limitation, verify information, payroll distribution, and amounts through interviews, written affirmations, and on-site inspection with Contractor’s employees, Subcontractors, vendors, or other labor.

City of Cooper City shall have the right to audit, review, examine, inspect, analyze, and make copies of all Contract Records at a location within Broward County. City of Cooper City reserves the right to conduct such audit or review at Contractor’s place of business, if deemed appropriate by City of Cooper City, with seventy-two (72) hours’ advance notice. Contractor agrees to provide adequate and appropriate workspace for such review. Contractor shall provide City of Cooper City with reasonable access to Contractor’s facilities, and City of Cooper City shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract. Contractor shall make all Contract Records available electronically in common file formats or via remote access if, and to the extent, requested by City of Cooper City.

17.2. Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under this Contract. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any



other records pertaining to rights, duties, obligations or performance under this Contract, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

- a) Compliance with Contract
- b) Compliance with the City Code
- c) Compliance with Contract provisions regarding the pricing of Change Orders
- d) Accuracy of Contractor representations regarding the pricing of invoices
- e) Accuracy of Contractor representations related to claims submitted by Contractor including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to City of Cooper City, in order to facilitate efficient use of City of Cooper City resources when reviewing or auditing Contractor’s billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, subcontractor invoices, payment to Subcontractors, etc.	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

17.3. Contractor shall, by written contract, require all Subcontractors to agree to the requirements and obligations of this article.

17.4. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City’s disallowance and recovery of any payment reliant upon such entry.



17.5. If an audit inspection or examination in accordance with this article reveals overpricing or overcharges to City of Cooper City of any nature by Contractor or its Subcontractors in excess of five percent (5%) of the total contract billings reviewed by City of Cooper City, in addition to making adjustments for the overcharges, Contractor shall pay the reasonable cost of City’s audit. Any adjustments or payments due as a result of any such audit or inspection shall be made within thirty (30) days after presentation of City’s findings to Contractor.

ARTICLE 18. RIGHTS OF VARIOUS INTERESTS

Whenever work being done by City’s forces or by other contractors is contiguous to or within the limits of Work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the Work in general harmony.

ARTICLE 19. EXPLOSIVES

When the use of explosives is necessary in performance of the Work, Contractor shall exercise the utmost care in the handling and usage of such explosives for the protection of life and property. All explosives shall be stored in a safe manner in storage clearly marked “Dangerous-Explosives,” and shall be placed in the care of competent watchmen. When the use of explosives becomes necessary, Contractor shall furnish to City of Cooper City proof of insurance coverage, adequately providing public liability and property damage insurance as a rider attached to its regular policies, unless otherwise included in the policies themselves.

ARTICLE 20. DIFFERING SITE CONDITIONS

If during the course of the Work Contractor encounters (1) subsurface or concealed conditions at the Project site that differ materially from those shown in the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract; or (2) unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in this Contract, then Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Administrator and Consultant in writing of the existence of the aforesaid conditions. Consultant and Contract Administrator shall, within two (2) business days after receipt of Contractor’s written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Administrator, the conditions do materially so differ and cause an increase or decrease in Contractor’s cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Contract Administrator may recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Contract Administrator and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 12. No request by Contractor for an equitable adjustment to this Contract under this provision shall be allowed



unless Contractor has given written notice to Contract Administrator in strict accordance with the provisions of this article. **No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Contract Administrator as the date of Substantial Completion.**

ARTICLE 21. PLANS AND WORKING DRAWINGS

City of Cooper City, through Consultant, shall have the right to modify the details of the plans and specifications and to supplement the plans and specifications with additional plans, drawings, or additional information as the Work proceeds, all of which shall be considered as part of this Contract. In case of disagreement between the written and graphic portions of this Contract, the written portion shall govern.

ARTICLE 22. CONTRACTOR TO CHECK PLANS, SPECIFICATIONS, AND DATA

Contractor shall verify all dimensions, quantities, and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions, or discrepancies found therein within three (3) days after discovery. Contractor will not be allowed to take advantage of any error, omission, or discrepancy to not stop or delay Work, because Consultant will advise Contractor how to proceed to avoid stoppage or delay of Work. Contractor shall not be liable for damages resulting from errors, omissions, or discrepancies in this Contract unless Contractor recognized such error, omission, or discrepancy, and failed to report it to Consultant.

ARTICLE 23. CONTRACTOR’S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

23.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by City of Cooper City, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 30.

23.2. Contractor shall be responsible for all Materials, equipment and supplies pertaining to the Project. If any such Materials, equipment or supplies are lost, stolen, damaged, or destroyed prior to final acceptance by City of Cooper City, Contractor shall replace same without cost to City, except as provided in Article 30.

ARTICLE 24. WARRANTY

24.1 Contractor warrants to City of Cooper City that all Materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects, and in conformance with this Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by the provisions of Article 26 herein.



24.2 Project specific warranty requirements for workmanship, materials and equipment furnished under this Contract are provided in the Project Technical Specifications

ARTICLE 25. SUPPLEMENTARY DRAWINGS

25.1. When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes that may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

25.2. The supplementary drawings shall be binding upon Contractor with the same force as this Contract. Where such supplementary drawings require either less or more than the original quantities of Work, appropriate adjustments shall be made by Change Order.

ARTICLE 26. DEFECTIVE WORK

26.1. Consultant has the authority to reject or disapprove Work that Consultant finds to be defective. If required by Consultant, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

26.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of this Contract within the time indicated in writing by Consultant, City of Cooper City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary, at Contractor's expense. Any expense incurred by City of Cooper City in making such removals, corrections, or repairs, shall, at City's election, be paid for out of any monies due or which may become due to Contractor or charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, City of Cooper City may declare Contractor in default.

26.3. If, within one (1) year after Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by this Contract, or by any specific provision of this Contract, any of the Work is found to be defective or not in accordance with this Contract, Contractor, after receipt of written notice from City of Cooper City, shall promptly correct such defective or nonconforming Work within the time specified by City, without cost to City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under this Contract, including, but not limited to, Article 24 hereof and any claim regarding latent defects.

26.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, nor shall such failure obligate City of Cooper City to final acceptance.



ARTICLE 27. TAXES

Contractor shall pay all applicable sales, consumer, use, and other taxes required by Applicable Law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all their requirements.

ARTICLE 28. SUBCONTRACTS

28.1. Each Subcontractor must possess certificates of competency and licenses required by Applicable Law. Contractor shall notify the Contract Administrator and Consultant of any change in Subcontractors.

28.2. Contractor shall not employ any Subcontractor against whom City of Cooper City or Consultant may have a reasonable objection. Contractor shall not be required to employ any Subcontractor against whom Contractor has a reasonable objection.

28.3. Contractor shall be fully responsible for all acts and omissions of its Subcontractors, persons directly or indirectly employed by its Subcontractors, and persons for whose acts any of its Subcontractors may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any contractual relationship between any Subcontractor and City of Cooper City or any obligation on the part of City of Cooper City to pay or to see the payment of any monies due any Subcontractor. City of Cooper City or Consultant may furnish to any Subcontractor evidence of amounts paid to Contractor on account of specific Work performed.

28.4. Contractor shall bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of City.

28.5. Contractor shall perform the Work with its own organization, amounting to not less than Fifty percent (50%) of the Contract Price.

ARTICLE 29. SEPARATE CONTRACTS

29.1. City of Cooper City has the right to enter into contracts with other parties in connection with this Project. Contractor shall afford such other parties reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate this Work with theirs.

29.2. If any part of Contractor's Work depends for proper execution or results on the work of any third parties, Contractor shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results of Contractor's Work. Contractor's failure to so inspect and report shall constitute an acceptance of the third party's work as fit and proper for the performance of Contractor's Work, except as to defects which may develop in the third parties' work after the execution of Contractor's Work.



29.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to not interfere with or impact any other contractor on the site. Should such interference or impact occur, Contractor shall indemnify City of Cooper City from any liability to the affected contractor related to such interference or impact.

29.4. To ensure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall immediately report to Consultant any discrepancy between the executed Work and the requirements of this Contract.

ARTICLE 30. USE OF COMPLETED PORTIONS

30.1. City of Cooper City has the right at its sole option to take possession of and use any completed or partially completed portions of the Project (“Designated Area”). Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with this Contract. If such possession and use increase the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by City.

30.2. If City of Cooper City decides to take possession of any completed or partially completed portions of the Project, the following shall occur:

30.2.1. City of Cooper City shall give notice to Contractor in writing at least thirty (30) days prior to City’s intended occupancy of a Designated Area.

30.2.2. Contractor shall complete to the point of Substantial Completion the Designated Area, including required training, and request inspection and issuance of a Certificate of Substantial Completion (Form 10) from Consultant.

30.2.3. Upon Consultant’s issuance of a Certificate of Substantial Completion for the Designated Area, City of Cooper City will assume full responsibility for maintenance, utilities, subsequent damages of City of Cooper City and public, adjustment of insurance coverages, and start of warranty for the Designated Area.

30.2.4. Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the Designated Area.

30.2.5. If City of Cooper City decides to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by City of Cooper City and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or



portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

ARTICLE 31. LANDS OF WORK

31.1. City of Cooper City shall provide, as may be indicated in this Contract, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated by City of Cooper City for the use of Contractor.

31.2. Contractor shall obtain, at Contractor’s own expense and without liability to City, any additional rights to land and access thereto that may be required for temporary construction facilities, temporary easements, or for storage of materials. Contractor shall furnish to City of Cooper City copies of written permission obtained by Contractor from the owners of such land.

ARTICLE 32. LEGAL RESTRICTIONS AND TRAFFIC PROVISIONS

Contractor shall conform to and obey all Applicable Law with regard to labor, hours of work, and Contractor’s operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the written consent of the proper authorities.

ARTICLE 33. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT, OR UTILITIES

33.1. Utility lines in the Project area have been shown on the Plans. However, City of Cooper City does not represent or warrant that all lines are shown, or that the ones indicated are in their true location. Contractor must identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. Contractor will not be entitled to any additional payment or extension of time due to discrepancies between actual location of utilities and Plan location of utilities.

33.2. Contractor shall notify each utility company with facilities in the Project site, at least thirty (30) days prior to the start of construction, to arrange for positive underground location, relocation, or support of its utility where that utility may be in conflict with or endangered by the Work. The cost of relocation of water mains or other utilities for the convenience of Contractor shall be paid by Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. Contractor will not be entitled to any additional payment or extension of time for utility relocations, regardless of reason for relocation.

33.3. Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. Contractor will not be entitled to any additional compensation or extension of time for any delay associated with utility relocation or support.



33.4. Contractor shall protect all overhead, surface, or underground structures and utilities from damage or displacement. Contractor will promptly and completely repair all damage to such structures within a reasonable time. All damaged utilities must be replaced or fully repaired to the satisfaction of the utility owner. All repairs are to be inspected by the utility owner prior to backfilling. City of Cooper City reserves the right to remedy such damage by making such repairs or causing such repairs to be made at the expense of Contractor. City's expense in causing such repairs shall be deducted from Contractor's next Application for Payment.

ARTICLE 34. VALUE ENGINEERING

Contractor may request substitution of Materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Consultant's prior written acceptance by a Change Order or an approved Shop Drawing. In no event will any substitution accepted by Consultant result in an increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, regardless of whether the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in Contract Price including Consultant review fees and charges. Unless otherwise indicated in the relevant Change Order, if a substitution is approved, the net dollar savings shall be shared equally between Contractor and City of Cooper City and processed as a deductive Change Order. City of Cooper City may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

ARTICLE 35. PAYMENT BY CITY FOR TESTS

Except when otherwise specified in the Contract Documents, the expense of all tests shall be borne by City of Cooper City and be performed by a testing firm selected by City. Contractor is responsible for reimbursement to City of Cooper City the costs of any required test in which the tested Work fails. For road construction projects, the procedure for making tests required by City of Cooper City will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction.

ARTICLE 36. CHANGE IN THE WORK OR TERMS OF CONTRACT

36.1. Without invalidating this Contract and without notice to any surety, City has the right to make such increases, decreases, or other changes in the character or quantity of the Work as may be considered necessary or desirable by City to fully and acceptably complete the proposed Work in a satisfactory manner. Any extra or additional Work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.



36.2. Any changes to the terms of this Contract must be contained in a written document, executed by the Parties hereto, with the same formality and of equal dignity as this Contract prior to the initiation of any Work described in such change. This section shall not prohibit the issuance of Change Orders executed only by City, as provided in this Contract.

ARTICLE 37. FIELD ORDERS AND SUPPLEMENTAL INSTRUCTIONS

37.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of this Contract and ordering minor changes in the Work. Field Orders may not change the Contract Price or the Contract Time.

37.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or performance of the Work. Supplemental Instructions may not change the Contract Price or the Contract Time.

ARTICLE 38. CHANGE ORDERS

38.1. Changes in the quantity or character of the Work within the scope of the Project that cannot be accomplished by means of Field Orders or Supplemental Instructions, including all changes resulting in changes to the Contract Price or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City of Cooper City Procurement Code, as amended from time to time.

38.2. Contractor shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by City. Upon receipt of a Change Order, Contractor shall promptly proceed with the Work set forth in the Change Order.

38.3. If satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, City of Cooper City may, at its sole option, either terminate this Contract as it applies to the items in question and make such arrangements as City of Cooper City deems necessary to complete the work associated with the disputed item or submit the matter in dispute to Consultant as set forth in Article 12.

38.4. Under circumstances determined necessary by City of Cooper City, Change Orders may be issued unilaterally by City of Cooper City. During the pendency of the dispute, and upon receipt of a Change Order from City of Cooper City, Contractor shall promptly proceed with the change in the Work involved and advise Consultant and Contract Administrator in writing within seven (7) days after receipt of the Change Order of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.



38.5. On approval of any Contract change increasing the Contract Price, Contractor shall promptly ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased. Contractor will promptly provide City of Cooper City such updated bonds.

ARTICLE 39. VALUE OF CHANGE ORDER WORK

39.1. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

39.1.1. If the Work involved is covered by unit prices contained in this Contract, by application of unit prices to the quantities of items involved, subject to the provisions of Section 39.7.

39.1.2. By mutual acceptance of a lump sum, which sum Contractor and City of Cooper City acknowledge contains a component for overhead and profit.

39.1.3. On the basis of the “Cost of Work,” determined as provided in Sections 39.2 and 39.3, plus a Contractor’s fee for overhead and profit as determined in Section 39.4.

39.2. The term “Cost of Work” means the sum of all direct costs necessarily incurred and paid by Contractor (or, if applicable, Subcontractor) in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in Section 39.3.

39.2.1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by City of Cooper City and Contractor. Payroll costs for employees not employed full time on the Work covered by the Change Order shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized in advance by City.

39.2.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers’ field services required in connection therewith. All cash discounts shall accrue to Contractor unless City of Cooper City deposits funds with Contractor to make payments, in which case the cash discounts shall accrue to City of Cooper City. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained. Rentals of all construction



equipment and machinery, and the parts thereof, whether rented by Contractor, in accordance with rental agreements approved by City of Cooper City with the advice of Consultant, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. City of Cooper City will not be responsible for the cost of the rental of any such equipment, machinery, or parts when the use thereof is no longer necessary for the Work.

39.2.3. If required by City of Cooper City, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor, and shall deliver such bids to City of Cooper City who will then determine, with the advice of Consultant, which bids will be accepted. If the subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the Subcontractor's Cost of Work shall be determined in the same manner as Contractor's Cost of Work. All Subcontractors shall be subject to the other provisions of this Contract insofar as applicable.

39.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

39.2.5. Supplemental costs including the following:

39.2.5.1. All materials, supplies, equipment, machinery, appliances, office and temporary facilities, including transportation and maintenance thereof, at the site and hand tools not owned by the workers used in the performance of the Work, less market value of such items used but not consumed, and which items remain the property of Contractor.

39.2.5.2. Sales, use, or similar taxes related to the Work, imposed by any governmental authority, for which Contractor is liable.

39.2.5.3. The cost of utilities, fuel, and sanitary facilities at the site.

39.2.5.4. Cost of premiums for additional bonds and insurance required because of changes in the Work.

39.3. The term "Cost of Work" shall not include any of the following:

39.3.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, schedulers, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office, for general administration of the Work that are not specifically included in the agreed-upon schedule of job classifications referred to in subsection 39.2.1, all of which payroll costs and other compensation are to be considered administrative costs covered by Contractor's fee.



39.3.2. Expenses of Contractor’s principal and branch offices other than Contractor’s field office at the Project site.

39.3.3. Any part of Contractor’s capital expenses, including but not limited to interest on Contractor’s capital employed for the Work as well as charges against Contractor for delinquent payments.

39.3.4. Cost of premiums for all bonds and for all insurance, whether Contractor is required by this Contract to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.

39.3.5. Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and repairing or remedying any damage to property.

39.3.6. Other overhead or general expense costs of any kind.

39.4. Contractor’s fee for overhead and profit shall be determined as follows:

39.4.1. A mutually acceptable fixed fee, or if no fixed fee can be agreed upon;

39.4.2. A fee based on the following percentages of the various portions of the cost of the Work:

39.4.2.1. For costs incurred under subsections 39.2.1 and 39.2.2, Contractor’s fee shall not exceed ten percent (10%).

39.4.2.2. For costs incurred under subsection 39.2.3, Contractor’s fee shall not exceed seven and one-half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

39.4.2.3. No fee shall be payable on the basis of costs itemized under subsections 39.2.4 and 39.2.5 (except subsection 39.2.5.3) and Section 39.3.

39.5. The amount of credit to City of Cooper City for any change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. Contractor shall not be entitled to claim lost profits for any Work not performed.



39.6. Whenever the cost of any Work is to be determined pursuant to Sections 39.2 and 39.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

39.7. If the quantity of any item of the Work covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in this Contract, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

39.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

39.8.1. Such cost estimate shall include a breakdown listing the quantities and unit prices for materials, labor, equipment and other items of cost.

39.8.2. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.

39.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or “cost of the work.”

ARTICLE 40. NOTIFICATION AND CLAIM FOR CHANGE OF CONTRACT TIME OR CONTRACT PRICE

40.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) days of the commencement of the event giving rise to the claim or Contractor’s knowledge of the claim, and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) days after the termination of the event giving rise to the claim or Contractor’s knowledge of the claim, Contractor shall submit written notice of the extent of the claim with supporting information and documentation to the Contract Administrator and Consultant (hereinafter “Claim Notice”). The Claim Notice shall include Contractor’s written notarized certification that the adjustment claimed is the entire adjustment to which Contractor has reason to believe it is entitled as a result of the occurrence the event giving rise to the claim. If the Contract Administrator and Contractor cannot resolve a claim for changes in the Contract Time or Contract Price within twenty (20) days after receipt of the Claim Notice by the Contract Administrator and Consultant, then Contractor shall submit the claim to Consultant within five (5) days after the date of impasse in accordance with Article 12 hereof. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

40.2. The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim



for an extension in accordance with Section 40.1. Such delays shall include, but not be limited to, acts, omissions, or neglect by any separate contractor employed by City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

ARTICLE 41. NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against City of Cooper City by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City of Cooper City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of City of Cooper City or its Consultant.

ARTICLE 42. EXCUSABLE DELAY; COMPENSABLE; NON-COMPENSABLE

42.1. Excusable Delay. Delay that extends the completion of the Work and that is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendors are Excusable Delay. Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 40 hereof. Failure of Contractor to comply with Article 40 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment, or relinquishment of any and all claims resulting from that particular event of delay. Excusable Delay may be compensable or non-compensable, as provided below.

42.1.1. Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time; (ii) is caused by circumstances beyond the control of Contractor or its Subcontractors, suppliers, or vendor; and (iii) is caused solely by fraud, bad faith or active interference on the part of City of Cooper City or its agents. In no event shall Contractor be compensated for interim delays that do not extend the Contract Time. Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 39 hereof.

City of Cooper City and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of this Contract, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a



Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay, and shall include, but not be limited to, lost profits, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be Three Hundred Ninety-five Dollars \$395 per day for each day this Contract is delayed due to a Compensable Excusable Delay.

42.1.2. Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and vendors; (ii) caused by circumstances beyond the control of City of Cooper City or Consultant; or (iii) caused jointly or concurrently by Contractor or its Subcontractors, suppliers or vendors and by City of Cooper City or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 43. SUBSTANTIAL COMPLETION

When Contractor determines in good faith that the Work, or a portion thereof designated by City of Cooper City pursuant to Article 30 hereof, has reached Substantial Completion, including any required training, Contractor shall so notify the Contract Administrator and Consultant in writing. Consultant and the Contract Administrator shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (Form 10). The Contract Administrator shall affix its determination to the Certificate of Substantial Completion, which shall establish the Date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of City of Cooper City and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. Consultant and the Contract Administrator shall develop and Contractor shall review the list of all Work yet to be completed by Contractor to satisfy the requirements of this Contract for Final Completion and to make the Work satisfactory and acceptable. The list shall be provided to Contractor within five (5) days after final development and review. If the final list is not provided within the stated five (5) days, the Contract Time for completion shall be extended by the number of days exceeding the five (5) days. The failure to include any items of corrective Work on such list does not alter the responsibility of Contractor to complete all Work in accordance with this Contract. Warranties required by this Contract shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate of Substantial Completion.

ARTICLE 44. NO INTEREST

44.1. Unless prohibited by Applicable Law, City of Cooper City shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose,



and Contractor waives, rejects, disclaims and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Contract.

44.2. If the preceding section is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by City of Cooper City under this Contract, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

ARTICLE 45. SHOP DRAWINGS

45.1. Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item, and evidence of its compliance or noncompliance with this Contract.

45.2. Within thirty (30) days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing all materials and equipment in accordance with this Contract. This procedure is required in order to expedite final approval of Shop Drawings.

45.3. After the approval of the list of items required in Section 45.2 above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.

45.4. Contractor shall thoroughly review and check the Shop Drawings, and shall approve each and every copy by initialing same, and shall transit a letter of approval to Consultant and City.

45.5. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall specify such departures and make specific mention thereof in its letter of transmittal to Consultant and City. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with this Contract.

45.6. Consultant shall review and approve Shop Drawings within twenty-one (21) days after the date received, unless said Shop Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by this Contract but not indicated on the Shop Drawings. No Work called for by Shop Drawings shall be performed until the said Shop Drawings have been approved by Consultant. Approval by Consultant shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

45.7. No approval will be given to partial submittals of Shop Drawings for items that interconnect or are interdependent where necessary to properly evaluate the design. It is



Contractor’s responsibility to assemble the Shop Drawings for all such interconnecting or interdependent items, check such items, and then make one submittal to Consultant along with Contractor’s comments as to compliance, noncompliance, or features requiring special attention.

45.8. If catalog sheets or prints of manufacturers’ standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

45.9. Contractor shall submit the number of copies of Shop Drawings required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

45.10. Contractor shall keep one set of Shop Drawings marked with Consultant’s approval at the job site at all times.

ARTICLE 46. FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

46.1. The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipelines, conduits, structures, maintenance access structures, handholes, fittings and the like, and shall prepare record or “as-built” drawings of the same, which must be sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the bid prices for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

46.2. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples, and Shop Drawings shall be delivered to the Contract Administrator.

46.3. Prior to, and as a condition precedent to Final Payment, Contractor shall submit to City of Cooper City Contractor’s record drawings or as-built drawings acceptable to Consultant.

ARTICLE 47. SAFETY AND PROTECTION

47.1. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

47.1.1. All employees on the work site and other persons who may be affected thereby;



47.1.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

47.1.3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

47.2. Contractor shall comply with all Applicable Law of any public body having jurisdiction for the safety of persons or property or to protect person or property from damage, injury, or loss, and Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when performance of the Work may affect them. All damage, injury, or loss to any property referred to in subsections 47.1.2 and 47.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be repaired or remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Consultant has issued a notice to City of Cooper City and Contractor that the Work is acceptable except as otherwise provided in Article 30.

47.3. Contractor shall designate a responsible member of its organization at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to City.

ARTICLE 48. FINAL BILL OF MATERIALS

Contractor shall be required to submit to City of Cooper City and Consultant a final bill of materials with unit costs for each bid item for supply of materials installed. This shall be an itemized list of all materials with a unit cost for each material, and the total cost shall be determined on the basis of the unit costs established for each Contract item. A Final Certificate for Payment will not be issued by Consultant until Contractor submits the final bill of materials and Consultant verifies the accuracy of the units of Work.

ARTICLE 49. PROJECT SIGN

Any requirements for a project sign shall be as set forth within the Technical Specifications section.

ARTICLE 50. CLEANING UP; CITY'S RIGHT TO CLEAN UP

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, City of Cooper City may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and



separate contractors of City of Cooper City as to their responsibility for cleaning up, City of Cooper City may clean up and charge the cost thereof to the contractors responsible as Consultant shall determine to be appropriate and equitable.

ARTICLE 51. HURRICANE PRECAUTIONS

51.1. During such periods of time as are designated by the National Weather Services as being a hurricane watch or warning, Contractor, at no cost to City, shall take all precautions necessary to secure the Project site from any damage that may be caused by all threatened storm events, regardless of whether City of Cooper City or Consultant has given notice of same.

51.2. Compliance with any specific hurricane watch or warning precautions will not constitute additional work.

51.3. Suspension of the Work caused by a threatened or actual storm event, regardless of whether City of Cooper City has directed such suspension, will entitle Contractor to additional Contract Time as noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.

ARTICLE 52. REMOVAL OF EQUIPMENT

In case of termination of this Contract before completion for any cause whatsoever, Contractor, if notified to do so by City of Cooper City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of City of Cooper City, failing which City of Cooper City shall have the right to remove such equipment and supplies at the expense of Contractor.

ARTICLE 53. DOMESTIC PARTNERSHIP REQUIREMENT

[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]

Unless this Contract is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, of the Code ("Act"), Contractor certifies and represents that it will at all times comply with the provisions of the Act, and the contract language referenced in the Act is deemed incorporated in this Contract as though fully set forth in this section. The failure of Contractor to comply shall be a material breach of this Contract, entitling City of Cooper City to pursue any and all remedies provided under Applicable Law including, but not limited to (1) retaining all monies due or to become due Contractor until Contractor complies; (2) termination of this Contract; and (3) suspension or debarment of Contractor.

ARTICLE 54. EQUAL EMPLOYMENT OPPORTUNITY AND COUNTY BUSINESS ENTERPRISE / SMALL BUSINESS ENTERPRISE COMPLIANCE

[THIS ARTICLE IS NOT APPLICABLE TO THIS PROJECT]



54.1. No party to this Contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Contract, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors.

54.2. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by City), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

54.3. Contractor shall comply with all applicable requirements in Section 1-81 of the Code, in the award and administration of this Contract. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Contract, which shall permit City of Cooper City to terminate this Contract or exercise any other remedy provided under this Contract or Applicable Law, all such remedies being cumulative.

54.4. Contractor must meet or exceed the required CBE or SBE goal by utilizing the CBE or SBE firms listed in Exhibit __ (or a CBE/SBE firm substituted for a listed firm, if permitted) for ___ percent (__%) of total Work under this Contract (the “Commitment”). In performing the Work, Contractor shall utilize the CBE or SBE firms listed in Exhibit __ for the scope of work and the percentage of work amounts identified on each Letter of Intent. Promptly upon execution of this Contract by City, Contractor shall enter into formal contracts with the CBE or SBE firms listed in Exhibit __ and, upon request, shall provide copies of the contracts to the Contract Administrator and OESBD.

[USE FOLLOWING INSTEAD IF A CBE RESERVE PROJECT]

City of Cooper City has reserved this procurement solely for performance by CBE firms; therefore the CBE goal is one hundred percent (100%) of the Work under this Contract (the “Commitment”). Contractor is a CBE firm and agrees that it will meet the Commitment by Contractor performing the Work without subcontracting, or by Contractor performing at least fifty percent (50%) of the Work and subcontracting the remainder to CBE firms listed in Exhibit ___ (or CBE firms substituted or approved by OESBD during the term of this Contract).

[USE FOLLOWING INSTEAD IF A SBE RESERVE PROJECT AND MODIFY REMAINDER OF ARTICLE 54 ACCORDINGLY]

City of Cooper City has reserved this procurement solely for performance by an SBE firm; therefore the SBE goal is one hundred percent (100%) of the Work under this Contract (the “Commitment”). Contractor is an SBE firm and agrees that it will meet the Commitment by Contractor performing the Work without subcontracting, or by Contractor performing at least fifty percent (50%) of the Work and subcontracting the remainder to SBE firms listed in Exhibit ___ (or SBE firms substituted or approved by OESBD during the term of this Contract).



54.5. Each CBE or SBE firm utilized by Contractor to meet the CBE or SBE goal must be certified by OESBD. Contractor shall inform City of Cooper City immediately when a CBE or SBE firm is not able to perform or if Contractor believes the CBE or SBE firm should be replaced for any other reason, so that OESBD can review and verify the good faith efforts of Contractor to substitute the CBE or SBE firm with another CBE or SBE firm. Whenever a CBE or SBE firm is terminated for any reason, Contractor shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE or SBE firm in order to meet the CBE or SBE goal, unless otherwise provided in this Contract or agreed to in writing by the Parties. Such substitution shall not be required if the termination results from modification of the scope of services and no CBE or SBE firm is available to perform the modified scope of services; in which event, Contractor shall notify City, and OESBD may adjust the CBE or SBE goal by written notice to Contractor. Contractor shall not terminate a CBE or SBE firm for convenience without City's prior written consent, which consent shall not be unreasonably withheld.

54.6. The Parties stipulate that if Contractor fails to meet the Commitment, the damages to City of Cooper City arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and City of Cooper City determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81 of the Code) to meet the Commitment, Contractor shall pay City of Cooper City liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7 of the Code. As elected by City, such liquidated damages amount shall be either credited against any amounts due from City, or must be paid to City of Cooper City within thirty (30) days after written demand. These liquidated damages shall be City's sole contractual remedy for Contractor's breach of the Commitment, but shall not affect the availability of administrative remedies under Section 1-81. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. Any failure to meet the Commitment attributable solely to force majeure, changes to the Scope of Work by City, or inability to substitute a CBE or SBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.

54.7. Contractor acknowledges that the Board, acting through OESBD, may make minor administrative modifications to Section 1-81 of the Code, which shall become applicable to this Contract if the administrative modifications are not unreasonable. Written notice of any such modification shall be provided to Contractor and shall include a deadline for Contractor to notify City of Cooper City in writing if Contractor concludes that the modification exceeds the authority under this section. Failure of Contractor to timely notify City of Cooper City of its conclusion that the modification exceeds such authority shall be deemed acceptance of the modification by Contractor.



54.8. City of Cooper City may modify the Commitment in connection with any amendment, extension, modification, or change order to this Contract that, by itself or aggregated with previous amendments, extensions, modifications, or change orders, increases the initial Contract price by ten percent (10%) or more. Contractor shall make a good faith effort to include CBE or SBE firms in work resulting from any such amendment, extension, modification, or change order, and shall report such efforts, along with evidence thereof, to OESBD.

54.9. Contractor shall provide written monthly reports to the Contract Administrator attesting to Contractor’s compliance with the Commitment. In addition, Contractor shall allow City of Cooper City to engage in onsite reviews to monitor Contractor’s progress in achieving and maintaining the Commitment. The Contract Administrator in conjunction with OESBD shall perform such review and monitoring, unless otherwise determined by the City of Cooper City Administrator.

54.10. The Contract Administrator may withhold progress payments if Contractor fails to demonstrate timely payments of sums due to all Subcontractors and suppliers. The presence of a “pay when paid” provision in a Contractor’s contract with a CBE or SBE firm shall not preclude City of Cooper City or its representatives from inquiring into claims of nonpayment.

ARTICLE 55. PUBLIC RECORDS

Notwithstanding anything else in this Contract, any action taken by City of Cooper City in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Contract. If Contractor is acting on behalf of City of Cooper City as provided in Section 119.0701, Florida Statutes, Contractor shall:

55.1. Keep and maintain public records required by City of Cooper City to perform the services under this Contract;

55.2. Upon request from City, provide City of Cooper City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

55.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and after completion or termination of this Contract if the records are not transferred to City; and

55.4. Upon completion or termination of this Contract, transfer to City, at no cost, all public records in possession of Contractor or keep and maintain public records required by City of Cooper City to perform the services. If Contractor transfers the records to City, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored



electronically must be provided to City of Cooper City upon request in a format that is compatible with the information technology systems of City.

The failure of Contractor to comply with the provisions of this article shall constitute a material breach of this Contract entitling City of Cooper City to exercise any remedy provided in this Contract or under Applicable Law, all of such remedies being cumulative.

If Contractor receives a request for public records regarding this Contract or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to City of Cooper City to enable City of Cooper City to timely respond to the public records request. City of Cooper City will respond to all such public records requests.

Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by City, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to City of Cooper City for records designated by Contractor as Restricted Material, City of Cooper City shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor’s waiver of City’s obligation to treat the records as Restricted Material. Contractor must indemnify and hold harmless City of Cooper City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-433-4300, TAllen@CooperCity.gov, 9090 SW 50th Place, Cooper City, FL 33328

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

[END OF SECTION]



SECTION IV – SUPPLEMENTAL GENERAL CONDITIONS

[THIS IS ARPA RELATED SECTION AND IS NOT APPLICABLE TO THIS PROJECT]

The following deviations are incorporated herein and made a part of this Contract, revising the respective article and section as noted below.

Coding: Words in ~~strikethrough~~ type are deletions from existing text. Words in underlined text are additions to existing text.

This project is funded through the American Rescue Plan Act (ARPA) of 2021. Consequently, the awarded vendor shall comply with requirements of ARPA agreement number Y5181 entered into by and between the State of Florida, Division of Emergency Management and the City of Cooper City. By entering into this Contract, the ARPA awardee agrees, at a minimum, to review and comply with the applicable requirements of 2 CFR Part 200 Subpart D. In case of any conflict between the City’s Contract terms and conditions and ARPA provisions (presented as Supplemental General Conditions), the ARPA provisions shall prevail.

SGC-1 LAWS, RULES, REGULATIONS, AND POLICIES

Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, Entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.

i. The following 2 CFR policy requirements also apply to this assistance listing:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR Part 25 – Universal Identifier and System for Award Management
- 2 CFR Part 170 – Reporting Subaward and Executive Compensation Information
- 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)

ii. The following 2 CFR Policy requirements are excluded from coverage under this assistance listing:

- 2 CFR § 200.204 – Notices of Funding Opportunities
- 2 CFR § 200.205 – Federal awarding agency review of merit proposals
- 2 CFR § 200.210 – Preaward costs



- 2 CFR § 200.213 – Reporting a determination that a non-Federal entity is not qualified for Federal award
- 2 CFR § 200.308 – Revision of budget and program plans
- 2 CFR § 200.309 – Modifications to Period of Performance
- 2 CFR § 200.305 (b) (8) – The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts
- 2 CFR § 200.305 (b) (9) – Interest earned amounts up to \$500 per year

SGC-2 FEDERALLY FUNDED EQUAL OPPORTUNITY CLAUSE

- (1) Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees to comply with 41 CFR 60-1.4(b), including, but not limited to, the following:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - b. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - c. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish



information.

- (4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

SGC-3 COPELAND "ANTI-KICKBACK" ACT

CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") as may be applicable, which are incorporated by reference into this §



874; 40 U.S.C. § 3145; and 29 CFR part 3. CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

SGC-4 CONTRACT WORK HOURS AND SAFETY STANDARDS

Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

SGC-5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1. Clean Air Act:) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
2. Federal Water Pollution Control Act:) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.



- (2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

SGC-6 SUSPENSION AND DEBARMENT

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

SGC-7 BYRD ANTI-LOBBYING AMENDMENT CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.



[END OF SECTION]



SECTION V – SUPPLEMENTAL WAGE REQUIREMENTS

1. Prevailing Wage Rate Ordinance - This Project is not federally funded. If the price of this Contract is in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00), the following sections shall apply.

1.1. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5).

1.2. The rate of wages and fringe benefit payments for all laborers, mechanics, and apprentices shall not be less than those payments for similar skills in classifications of work in a like construction industry as determined by the Secretary of Labor and as the most recently published in the Federal Register.

1.3. All mechanics, laborers, and apprentices, employed or working on the site of the Work, shall be paid in accordance with the above referenced wage rates. Contractor shall post this section of the Contract (Supplemental Wage Requirements) at the site of the Work in a prominent place where it can be easily seen by the workers.

1.4. If the Parties cannot agree on the proper classification of a particular class of laborers or mechanics or apprentices that will be used on the Work site, the Contract Administrator shall submit the question, together with its recommendation, to the City of Cooper City Administrator for final determination, which shall be binding.

1.5. If the Contract Administrator determines that any laborer or mechanic or apprentice employed by Contractor or any Subcontractor on the site of the Work has been or is being paid wages less than the rate of wages required by the Davis-Bacon Act, as amended, the Contract Administrator may (1) by written notice to Contractor direct Contractor to terminate the Work or such part of Work for which there has been a failure to pay said required wages; and (2) contract with another party perform the Work or portion thereof to completion. Whereupon, Contractor and its Sureties shall be liable to City of Cooper City for any all costs incurred by City of Cooper City to complete such Work to the extent such costs exceed any amounts that Contractor would be due for performance of such Work.

1.6. Contractor shall maintain payrolls and basic records relating thereto during the course of the Work and shall preserve such for a period of three (3) years thereafter for all laborers, mechanics, and apprentices working at the site of the Work. Such records shall contain the name and address of each such employee; the employee’s current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid.

1.7. Contractor shall submit, with each application for payment, a signed and sworn “Statement of Compliance” (007500-8) attesting to compliance with the Prevailing Wage Ordinance, Section 26-5 of the Broward County of Ordinances, as amended.



1.8. The Contract Administrator may withhold or cause to be withheld from Contractor so much of the payments requisitioned as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and guards employed by Contractor or any Subcontractor on the Work, the full amount of wages required by this Contract.

1.9. If Contractor or any Subcontractor fails to pay any laborer, mechanic, or apprentice employed or working on the site of the Work all or part of the wages required by this Contract, the Contract Administrator may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

2. Federal Grant Projects:

2.1. Because this Project will be funded, in whole or in part, by the United States government all Federal assurances applicable to such funding, including any and all supervening assurances set forth in Rules and Regulations published in Federal Register or C.F.R., shall apply to this Contract.

2.2. Accordingly, all clauses, terms, or conditions required by federal grantor agency with respect to the federal funding for this Project are hereby attached and made a part of this Contract. **[ATTACH RELEVANT DOCUMENTS IF SECTION 2 BOX IS CHECKED]**

[END OF SECTION]



SECTION VI – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

5.1 SCOPE OF WORK

The City of Cooper City Utilities Department is proposing to replace the existing Pump Station #55 Generator. The City’s sewage Pump Station #55 has been in service since the last 1980’s operating with most of the original equipment still in service. The project will consist of the existing pump station generator including electrical, power, control, and lighting replacement. Proposed improvements consist of replacing the new generator outside of the existing generator room and will include a sound-attenuating, weatherproof enclosure, and sub-base fuel tank. Additionally, a concrete generator pad is included in the scope of work. The project also includes the installation of a permanent 12-inch bypass force main. Force main work includes all necessary valves, fittings, and connections. The objective of this ITB is to secure the services of a qualified, experienced, and reliable contractor that will promptly and efficiently provide the City with the materials, equipment, and services necessary to execute the work at the lowest price, in compliance with industry standards, federal, state and local requirements and the terms, conditions and specifications of this solicitation.

No compensation will accrue, be owed or paid to the awarded bidder unless the contract has been fully executed, Notice to Proceed provided, a purchase order has been issued with accompanying Task Order or Work Authorization and the work of the contract has been completed as accepted and approved by the City.

REFER TO THE ATTACHED, ADDITIONAL TECHNICAL SPECIFICATIONS AND PROJECT DRAWINGS

[END OF SECTION]



SECTION VII BID PROPOSAL

ATTACHMENT A BID FORM
(Page 1 of 7)

City of Cooper City, Florida

Bid Form

(7 pages)

**Pump Station #55 Generator
Replacement**

ITB 2023-06-UTL

Bids Due: Monday, November 27, 2023

For information, contact the Purchasing Division:

The Purchasing Division
954-433-4300 Ext. 268
Purchasing@CooperCity.gov

Release Date: Friday, October 27, 2023

Submitted by: _____
(Company name)

**PLEASE RETURN ONLY THIS BID FORM (7 PAGES) AND THE REQUIRED
ATTACHMENTS.**



ATTACHMENT A
(Page 2 of 7)

Project: PUMP STATION #55 GENERATOR REPLACEMENT

Contract Identification: ITB 2023-06-UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned submitter/proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the City's Notice of Award.
3. If awarded the Contract, Bidder agrees to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions

Substantial Completion: 370 calendar days from Notice to Proceed
Final Completion: 400 calendar days from Notice to Proceed

4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
 - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.



ATTACHMENT A
(Page 3 of 7)

- d. Bidder has correlated the results of their studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
- e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
- f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.

5. Bid Copies:

ONE (1) ORIGINAL, TWO (2) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to 9090 SW 50th Place, Cooper City, Florida 33328.

6. Addenda, Additional Information-Contact with City Staff

Bidder acknowledges receipt of _____ (insert number) Addenda for this project

Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

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

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCity.gov., who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00 PM, Monday, November 20, 2023.**



ATTACHMENT A
 (Page 4 of 7)

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

7. Summary of Documents to be submitted with Bid

Mark Complete	Attachment Letter	Attachment Name
	A	Bid Form
	B	List of Subcontractors/Suppliers
	C	Reference Form
	D	Public Entity Crimes (PEC) Form
	E	ADA Affidavit
	F	Business Entity Affidavit
	G	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	H	W-9, Request for Taxpayer Identification Number
	I	Proof of Workers Compensation Insurance or Exemption
	J	Proof of Liability Insurance
	K	Ownership Disclosure Affidavit
	L	Drug-Free Workplace Certificate
	M	Employee Background Verification Affidavit
	N	Scrutinized Companies Affidavit
	O	Non-Conflict of Interest Statement
	P	E-Verify Form
	Q	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
	R	Bid Bond (5%)

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ATTACHMENT A
(Page 5 of 7)

Bidder's Contact Information

Name of Company: _____

Address: _____

Type of Business _____

Company's Website: _____

Authorized Signatory Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Primary Contact: _____

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Additional Contact & Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____



ATTACHMENT A
(Page 6 of 7)

Remit to Address: _____

Remit to Contact: Name: _____ Tel: _____

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ATTACHMENT A
 (Page 7 of 7)

**PUMP STATION #55 GENERATOR REPLACEMENT
 PRICING SHEET**

<u>ITEM #</u>	<u>TITLE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	REMOVE AND DISPOSE OF EXISTING ELECTRICAL SYSTEM	Measurement and payment for removing and disposing of existing electrical system will be based upon a lump sum price of the full removal of all existing components of the existing generator system as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for removing and disposing of existing electrical system will be made at the lump some price and detailed on the drawings which price shall constitute full removal of all components of the existing generator, fuel tank, electrical panel, generator breaker panel, existing generator day tank, fuel tank piping, mounting hardware, wires, and conduit. Contractor is responsible of obtaining all necessary permits including any environmental fees and work to remove existing fuel systems.	1	EA		
2	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK	Measurement for payment to remove and dispose of existing concrete sidewalk will be based upon the actual number of square yards of such concrete sidewalk actually removed, all in accordance with the Contract Documents. Payment for removal and disposal of existing concrete sidewalk will be made at the unit price per square yard of concrete sidewalk named in the Item Response Form which price shall constitute full compensation for saw cutting (as necessary), the removal and disposal of such concrete sidewalk. Thickness of existing concrete sidewalk may vary, removal will be paid at the square yard cost, no additional compensation will be made for thickness.	10	SY		



3	REMOVE EXISTING FUEL CONTAINMENT STRUCTURE	Measurement for payment to remove the existing concrete fuel containment structure will be based upon a lump sum unit price for the removal of the entire existing concrete fuel containment structure, all in accordance with the Contract Documents. Payment to remove the existing concrete fuel containment structure will be made at the unit lump sum price named in the Item Response form which price shall constitute full compensation for the removal of the existing concrete walls and base pad of the structure. Concrete shall be removed in complete and will include but is not limited to the removal of all foundation, footers, cutting of wall, rebar removal, and rebar grinding. Inclusive of temporary wall or barrier to be installed following wall removal to ensure environmental security in walled area prior to removal of existing fuel tank. This item also includes removal and disposal of the existing fuel tank and fuel lines that connect the generator to the fuel tank	1	EA		
4	CONCRETE SIDEWALK RESTORATION	Measurement and payment for concrete sidewalk restoration will be based upon the actual number of square yards of such sidewalks constructed as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for concrete sidewalk restoration will be made at the unit price per square yard and detailed on the drawings which price shall constitute full compensation for completing said work, including removing and disposing of existing concrete sidewalk, all earthwork, compaction of subgrade, backfilling of sidewalk, construction of the 4 - 6 inch thick concrete sidewalk, furnishing and setting for expansion joint material, furnishing and installing 1 inch PVC sleeve for existing irrigation connections as directed by ENGINEER, disposal of excess material, restoration/replacement of sod disturbed to equal condition as existing, and the appurtenant items for which separate payment is not specifically included in the Item Response Form.	10	SY		



5	FURNISH AND INSTALL 24-INCH CONCRETE GENERATOR PAD	Measurement and payment for furnishing and installing a 24-inch concrete generator pad will be based upon a lump sum price for the installation of the concrete pad as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing a 24-inch concrete generator pad will be based upon a lump sum price for the installation of the concrete pad and detailed on the drawings which price shall constitute full compensation for completing said work, including all fill required to meet detail requirements, earthwork, compaction of subgrade, backfilling, construction of the 24- inch thick concrete pad, construction of footings, installation of connection points to the proposed generator, furnishing and setting for expansion joint material, furnishing and installing all necessary reinforcement, any Dowling and connecting to existing concrete slab, disposal of excess material, restoration/replacement of sod disturbed to equal condition as existing, and the appurtenant items for which separate payment is not specifically included in the Item Response Form.	1	EA		
6	FURNISH AND INSTALL SOD	Measurement for payment for furnishing and installing sod will be based upon the number of square yards of sod actually installed, all in accordance with the requirements of the Contract Documents. Payment for sod will be made at the unit price per square yard of sod and shall constitute full compensation for furnishing and installing the sod matching existing type and maintaining sod for 30 days. No additional compensations will be made for the type of sod installed or watering and maintaining sod for 30 days after installation.	50	SY		
7	EXISTING IRRIGATION SYSTEM RESTORATION	Measurement for payment for irrigation system restoration will be based upon a lump sum price for the restoration of the existing irrigation system. As such, the actual quantity may not equal the estimated quantity and no additional compensation will be granted. Irrigation systems shall be restored with coverage matching that prior to construction, pipe and sprinklers matching the size and type of the existing pipe and sprinkler heads, and necessary adapters,	1	LS		



		coupling at each end splicing the restored pipe in place and connecting to existing sleeves underneath the sidewalk. If irrigation system is to be partially abandoned, then that which is being abandoned shall be removed, and the remaining exposed pipes shall be capped and protected. All work shall meet the approval of the ENGINEER.				
8	FURINSH AND INSTALL P401 DIP FORCE MAIN	Measurement for payment for furnishing and installing force main pipe will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place at 36 inches minimum cover or more to avoid other underground utilities. Payment for furnishing and installing force main pipe will be made at the unit price per linear foot of pipe complete and in place including all clearing and grubbing, remove and stockpile limerock, pipe, connections to existing pipe, unloading, sheeting, excavation, trench protection and trench safety, dewatering, laying, backfilling, compaction, pressure testing, flushing and temporary blow off with full cannon. As-builts for newly installed force mains must be provided before compensation for said force main will be approved.	35	LF		
9	FURNISH AND INSTALL 12" PLUG VALVE	Measurement for payment to furnish and install plug valves will be based upon actual quantity, each, of such plug valves furnished and installed, all in accordance with the requirements of the Contract Documents. Test valves will not be compensated for under this line item. Payment for furnishing and installing plug valves will be made at the unit price, each, which price shall constitute full compensation for the completed installation of the valve, including valve, valve box and extension to surface, 2 inch brass ID disk with all restrain glands. No additional compensation will be granted for installation of side mounted valves as directed by the Engineer.	2	EA		



10	FURNISH AND INSTALL 12" CHECK VALVE	Measurement for payment to furnish and install check valves will be based upon actual quantity, each, of such check valves furnished and installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing check valves will be made at the unit price, each, of check valve, excavation, dewatering, any form and amount of shoring, backfill and compaction, rock bedding for structure, epoxy coating, testing, and construction of the reinforced concrete structure with ring and cover.	1	EA		
11	FURNISH AND INSTALL FORCE MAIN FITTINGS	Measurement for payment to furnish and install force main fittings, unless specifically listed separately, shall be at the unit bid price per ton for such fittings, including but not limited to crosses, tees, bends and elbows of all angles and radius, concentric and eccentric reducers, offsets, wyes, true wyes, sleeves, plugs, caps, restraining glands and gaskets, base bends, base tees, reducing flanges, mega lugs, fillers and connecting pieces, furnished all in accordance with the Contract Documents. Payment for furnishing and installing force main fittings complete and in place shall be at the unit bid price per ton and shall include furnishing, storing, transporting and installing the fittings.	0.5	TONS		
12	CONNECT TO EXISTING FORCE MAIN	Measurement and payment for performing all connections to existing force mains will be based on the actual quantity, each, of such connection made all in accordance with the Contract Documents. Payment for connecting to existing force main shall be made at the unit price, each, which shall constitute full compensation for all materials (regardless of size) and labor needed to complete connection which shall include but is not limited to valves, fittings, spool pieces, corporation stops, saw cutting, removal and disposal of existing piping and fittings to prepare for connection and filling and flushing of main. All coordination needed for force main shut offs shall be responsibility of the CONTRACTOR and is included in the scope of this item.	1	EA		



13	FURNISH AND INSTALL 12 INCH X 12 INCH TAPPING SLEEVE AND VALVE	Measurement for payment to furnish and install tapping sleeve and valve will be based upon the actual quantity, each, of such connections made all in accordance with the contract documents. Payment for furnishing and installing tapping sleeve and valve shall be made at the unit price, each, which shall constitute full compensation for all materials (regardless of force main size) and labor needed to complete connection which shall include but is not limited to valves, fittings, spool pieces, corporation stops, removal and disposal of existing piping and fittings to prepare for connection and filling and flushing of main.	1	EA		
14	FURNISH AND ISNTALL 400KW GENERATOR IN OUTDOOR ENCLSURE & 2,500 GALLON FUEL TANK	Measurement for payment for furnish and installing 400 KW generator in outdoor enclosure and fuel tank will be based upon a lump sum price all in accordance with the Contract Documents. Payment for furnishing and installing 400 KW generator in outdoor enclosure will be based upon a lump sum price for furnishing and install as detailed on the drawings which price shall constitute full compensation for completing said work, including all connecting generator to concrete pad, material and labor to install electrical system, necessary permits, inspections, grounding, record drawings. Fuel tank shall be 2,500 gallons. All work to connect fuel tank to generator shall be included in this line item.	1	LS		
15	FURNISH AND INSTALL CONDUIT & WIRE	Measurement and payment for furnishing and installing conduit & wire will be based upon a lump sum price for the installation of all wire and conduit for the new generator and connection to existing systems as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing conduit & wire will be made at the lump sum for all work detailed on the drawings which price shall constitute full compensation for completing said work, including excavation, concrete coring, concrete wall patching, obtaining all permits and inspections, conduits, pull-boxes, grounding, testing, cables, backfilling, compaction, conduit duct seal, and other material and	1	LS		



		labor not shown but obviously necessary for completion of the work.				
	Furnish and Install New Electrical Panel 'H'	Measurement and payment for furnishing and installing new electrical panel 'H' will be based upon a lump sum price for the installation of the electrical panel as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and install new Electrical Panel 'H' will be made at the lump sum price for all work detail on the drawings which price shall constitute full compensation for completing said work, including mounting panel, electrical wire improvements and/or extensions, junction boxes, splicing necessary wires, testing, and other material and labor not shown but obviously necessary for completion of the work.	1	EA		
	MISCELLANEOUS ELECTRICAL MATERIALS	Measurement for payment for Miscellaneous Electrical Materials will be based on a lump sum price and include all materials not described or shown in the Contract Documents.				
	RELOCATE EXISTING LIFT STATION #01 ELECTRICAL SERVICE TO PUMP STATION MCC (ITEM #19)	Measurement and payment to relocate existing lift station #01 electrical service to the pump station MCC will be based upon a lump sum price for the installation of all wire and conduit for the relocation as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment to relocate existing lift station #01 electrical service to the pump station MCC will be made at the lump sum for all work detailed on the drawings which price shall constitute full compensation for completing said work, including excavation, concrete coring, concrete wall patching, obtaining all permits and inspections, conduits, pull-boxes, grounding, testing, cables, backfilling, compaction, conduit duct seal, and other material and labor not shown but obviously necessary for completion of the work.	1	LS		
	MOBILIZATION	See Section 01505, "Mobilization" for payment limitations. Payment for mobilization will be made at the lump sum price. An initial lump sum partial payment of 40% of the Mobilization bid item amount shall be made upon completion of items #1-10 as outlined in Section 01505 Paragraph 1.01A. Payment of the remaining 60% for mobilization will be made in equal monthly lump sum amounts for	1	LS		



		the duration of the original contract time.				
	MAINTENANCE OF TRAFFIC	See Section 01570 "Traffic Regulations" and all other references to traffic control and maintenance in this document and any regulatory requirements. Payment for maintenance of traffic will be made at the lump sum price named in the Item Response Form. Payment for maintenance of traffic will be made in equal monthly lump sum amounts for the duration of the original contract time.	1	LS		
	PERFORMANCE AND PAYMENT GUARANTY AND INSURANCE	Payment for Performance and Payment Guarantee and Insurance will be made at the lump sum price named in the Item Response Form. The CONTRACTOR may request payment for this bid item after the Initial Notice to Proceed has been issued. Performance and Payment Guarantee and Insurance are limited to 3% of the Total Bid Price. Any amount in excess of 3% will be moved to Line-Item No. 3. However, the total bid amount will not change. The 3% ceiling on Performance and Payment Guarantee and Insurance is not responsiveness, just an instruction on the amount the CITY will pay for Performance and Payment Guarantee Insurance.	1	LS		
Grand Total						



Grand Total Price (in words): _____

Submitted by:

(Print)

Authorized Signature:

(Sign)

Company Name:

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20 __, by: _____
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL) _____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____
Type of Identification Produced _____



ATTACHMENT C REFERENCE FORM
(Page 1 of 2)

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT'S TITLE: _____

TELEPHONE: _____

E-MAIL (REQUIRED): _____

CONTRACT PERIOD: FROM: _____ TO: _____

DESCRIPTION & FACILITY SIZE: _____

2. ENTITY/COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT'S TITLE: _____

TELEPHONE: _____

E-MAIL (REQUIRED): _____

CONTRACT PERIOD: FROM: _____ TO: _____

DESCRIPTION & FACILITY SIZE: _____



ATTACHMENT C
(Page 2 of 2)

3. ENTITY/COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____

CONTACT'S TITLE: _____

TELEPHONE: _____

E-MAIL (REQUIRED): _____

CONTRACT PERIOD: FROM: _____ TO: _____

DESCRIPTION & FACILITY SIZE: _____

This page shall be completed IN FULL and submitted with your bid.



ATTACHMENT D PUBLIC ENTITY CRIMES (PEC) FORM
(Page 1 of 3)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:



ATTACHMENT D
(Page 2 of 3)

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).



ATTACHMENT D
(Page 3 of 3)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	



ATTACHMENT E ADA AFFIDAVIT
(Page 1 of 2)

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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ATTACHMENT E
(Page 2 of 2)

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL) _____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____
Type of Identification Produced _____



ATTACHMENT G FOREIGN (NON-FLORIDA) CORPORATE STATEMENT (IF APPLICABLE)
(Page 1 of 2)

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
 - _____ (a) Maintaining, defending, or settling any proceedings.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

SPACE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE



ATTACHMENT G
(Page 2 of 2)

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorships of Self Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

BIDDER'S LEGAL NAME



ATTACHMENT H W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Form W-9 Request for Taxpayer Identification Number and Certification. Give Form to the requester. Do not send to the IRS.

Form fields 1-7: Name, Business name, Tax classification, Exemptions, Address, City, ZIP code, List account number(s).

Part I Taxpayer Identification Number (TIN). Enter your TIN in the appropriate box. Social security number or Employer identification number.

Part II Certification. Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number... Certification instructions.

Sign Here. Signature of U.S. person, Click Here to Sign, Date.

General Instructions. Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Purpose of Form. An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN)...



ATTACHMENT I PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf>

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.fuia.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCity.gov



ATTACHMENT J PROOF OF LIABILITY INSURANCE

REQUEST FOR CERTIFICATE(S) OF INSURANCE

Dear Valued Vendor:

It is the City of Cooper City's policy to work only with properly insured companies. Please provide current Certificates of Insurance that include the following minimum coverages:

- Comprehensive General Liability Insurance - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$3,000,000 general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability and independent contractor's coverage.
- Workers' Compensation Insurance - Company shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 for Employers' Liability. Said coverage shall include a blanket waiver of subrogation in favor of the City and its agents, employees and officials.
- Comprehensive Automobile Liability Insurance - Company shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent.
- Professional Liability (Errors & Omissions) – When applicable to Company's line of work, vendors of professional services shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. Company shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder's own policies.

No later than fifteen (15) days prior to the commencement of the project, Contractor, at its own expense, shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis for all applicable policies. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a blanket Waiver of Subrogation on all applicable policies, and affirmed on the Certificate of Liability Insurance and the policy endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

To ensure compliance, your insurance agent/company must provide your certificate(s) directly to the City. Certificates may be emailed to Purchasing@CooperCity.gov or mailed to City of Cooper City, Attn: Purchasing Division, 9090 SW 50th Place, Cooper City, FL 33328.

Thank you for your prompt attention to this request. If you have any questions, please email the Purchasing Division at Purchasing@CooperCityFL.org, or call 954-434-4300.



ATTACHMENT K OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Print Name

Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____
Type of Identification Produced _____



ATTACHMENT L DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

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

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

Signature of Affiant

Print Name

Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20 __, by: _____
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL) _____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____
Type of Identification Produced _____



ATTACHMENT M EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade;
and have been drug tested with a passing grade and are legally documented to work in the United
States.

Signature of Affiant

Print Name

Date

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

(NOTARY SEAL) _____
Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____
Type of Identification Produced _____



ATTACHMENT N SCRUTINIZED COMPANIES AFFIDAVIT
(Page 1 of 2)

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, _____, on behalf of, _____
Print Name and Title **Company Name**

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.



ATTACHMENT N
(Page 2 of 2)

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

PRINT NAME

TITLE

SIGNATURE

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	



ATTACHMENT O
(Page 2 of 2)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

Signature of Affiant

Date

Printed Name & Title of Affiant

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

(NOTARY SEAL) _____
Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____
Type of Identification Produced _____



ATTACHMENT P E-VERIFY FORM
(Page 1 of 3)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: _____
Project No.: _____

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and



ATTACHMENT P
(Page 2 of 3)

- c) Should bidder become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
- 3. Contract Termination
 - a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
 - e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.



ATTACHMENT P
(Page 3 of 3)

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20 __, by: _____
Name of person making statement

(NOTARY SEAL) _____
Signature of Notary Public - State of Florida

_____ *Name of Notary Typed, Printed, or Stamped*

Personally Known _____ **OR** Produced Identification _____
Type of Identification Produced _____



ATTACHMENT Q CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

SUBCONTRACTOR COVERED TRANSACTIONS

- (1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient’s subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Cooper City _____

Sub-Recipient’s Name

DEM Contract Number [N/A]

FEMA Project Number [N/A]



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

Meeting Date: 02/13/2024 Item #12.

ATTACHMENT R BID BOND (5%)



ATTACHMENT S GENERATOR PRODUCT SPECIFICATIONS



ATTACHMENT T GENERATOR PRODUCT WARRANTY



ATTACHMENT U BUY AMERICAN ACT AFFIDAVIT
(Page 1 of 2)

BUY AMERICAN ACT
(THIS ATTACHMENT IS NOT APPLICABLE TO THIS PROJECT)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.



ATTACHMENT U
(Page 2 of 2)

The Respondent agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

Signature of Affiant

Date

Print Name

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

(NOTARY SEAL) _____
Signature of Notary Public - State of Florida

_____ *Name of Notary Typed, Printed, or Stamped*

Personally Known _____ **OR** Produced Identification _____

Type of Identification Produced _____



ATTACHMENT V PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS AFFIDAVIT

I, _____, being first duly sworn state:

Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Respondent’s social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the City’s governing body may not give preference to a Respondent based on the Respondent’s social, political, or ideological interests.

Signature of Affiant

Date

Print Name

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
	<i>Name of person making statement</i>
(NOTARY SEAL)	_____ <i>Signature of Notary Public - State of Florida</i>
	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____	
Type of Identification Produced _____	



ATTACHMENT W COMPLIANCE WITH FOREIGN ENTITY LAWS AFFIDAVIT

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)



ATTACHMENT W
(Page 2 of 2)

Signature of Affiant

Date

Print Name

STATE: **FLORIDA**
COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL) _____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____
Type of Identification Produced _____

[END OF SECTION]



SUMMARY TERMS AND CONDITIONS

**CONTRACT BETWEEN COOPER CITY AND _____
 FOR _____**

Project Title:	Pump Station #55 Generator Replacement
Location:	9070 SW 51st St, Cooper City, FL 33328
ITB Number:	2023-06-UTL
Contract Number:	
Project Number:	

General Contractor:	
Contractor Address:	
Federal Identification No.:	__ - _____

Contract Administrator:	
Contract Administrator Address:	

Consultant:	Chen Moore and Associates
Consultant Address:	500 W Cypress Creek Road, Suite 600 Fort Lauderdale, FL 33309

Article	Description	Unit
3.2	Substantial Completion	370 Days after the Project Initiation Date in NTP
3.2	Final Completion	30 Days after Substantial Completion
3.3	[If applicable] Liquidated Damages for each calendar day after time specified in Notice to Proceed	\$_____ per day
3.3	Liquidated Damages for each calendar day after time specified for Substantial Completion	\$500 per day
3.3	Liquidated Damages for each calendar day after time specified for Final Completion	\$500 per day
3.3	[If applicable] Liquidated Damages for each calendar day after time specified for interim Milestones (or phase): [Milestones 1, 2, 3, etc.: Division 1, Section _____]	Interim Milestone #1 \$_____ per day
		Interim Milestone #2 \$_____ per day
		Interim Milestone #3 \$_____ per day



Article	Description	Unit
8.4	The Parties designate the following as the respective places for giving of notice:	For City: _____ _____ For Contractor: _____ _____
42 (General Conditions)	Compensable Excusable Delay for each calendar day beyond the Contract Time.	\$365 per day
54 (General Conditions)	<input type="checkbox"/> County Business Enterprise (CBE) or Small Business Enterprise (SBE) commitment	As awarded _____%

[END OF SECTION]



AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated this ____ day of _____ 20____, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (“City”),

and

_____ a _____ corporation, located at _____, hereinafter "Contractor," who is authorized to do business in the State of Florida.

City and Contractor may each be referred to herein as “party” or collectively as “parties

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intensions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon the parties as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 1. DEFINITIONS

Whenever the following terms appear in the Contract Documents, the intent and meaning shall be interpreted as follows:

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, including as may be amended from time to time.
- 1.2. **Bidder** means an entity or individual submitting a bid for this Project, acting directly or through a duly authorized representative.
- 1.3. **City** means the City Commission of Cooper City, Florida, its successors and assigns.
- 1.4. **Code** means the City of Cooper City Code of Ordinances.



- 1.5. **Change Order** means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.6. **Consultant** means the architect or engineer who has contracted with City of Cooper City or who is an employee of City of Cooper City, and provides professional services for this Project.
- 1.7. **Contract Administrator** means the Director of Utilities or Assistant Director of Utilities or such other person designated by the Director of Utilities in writing.
- 1.8. **Contract Documents** means the official documents setting forth bidding information, requirements, and contractual obligations for the Project and includes Articles 1 through 8 of this Contract, the Contract Supplement, the General Conditions, the Supplemental General Conditions, the Scope of Work, Invitation to Bid, Addenda, Standard Instructions for Vendors, Special Instructions for Vendors, Plans, Drawings, Exhibits, General Requirements, Technical Specifications, Bid Forms, Record of Award by Board, Bonds, Notice of Award, Notice(s) to Proceed, Supplements, Representations and Certifications, Certificates, Project Forms, Closeout Forms, Purchase Order(s), Change Order(s), Field Order(s), Special Provisions, BIM and Electronic Media Submittal Requirements, and any additional documents the submission of which is required by this Project.
- 1.9. **Contract Price** means the amount established in the bid submittal and award by the Board, as may be amended by Change Order.
- 1.10. **Contract Time** means the time between commencement and completion of the Work, including any milestone dates thereof, established in Article 3 of this Contract, as may be amended by Change Order.
- 1.11. **Contractor** means the person, firm, or corporation with whom City of Cooper City has contracted and who is responsible for the acceptable performance of the Work and for the payment of all legal debts or other obligations pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.
- 1.12. **County Business Enterprise** or **CBE** means a small business certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code. Unless specified in the Contract Documents, this definition may not apply.
- 1.13. **Field Order** means a written order that orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- 1.14. **Final Completion** means the date certified by Consultant in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by Consultant; any other documents required to be provided by Contractor have been received by Consultant; and to the best of Consultant's knowledge, information and belief, the Work defined



herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

1.15. **Materials** means materials incorporated in this Project or used or consumed in the performance of the Work.

1.16. **Notice(s) to Proceed** means a written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.

1.17. **Plans or Drawings** means the official graphic representations of this Project that are a part of the Contract Documents.

1.18. **Project** means the construction project described in the Contract Documents, including the Work described therein.

1.19. **Project Initiation Date** means the date upon which the Contract Time commences.

1.20. **Small Business Enterprise or SBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act of 2012, Section 1-81, of the Code. Unless specified in the Contract Documents, this definition may not apply.

1.21. **Subcontractor** means a person, firm, or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

1.22. **Substantial Completion** means that date, as certified in writing by Consultant and as finally determined by Contract Administrator in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and City of Cooper City or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy (or a Temporary Certificate of Occupancy (“TCO”) or other alternate municipal/ City of Cooper City authorization for limited or conditional occupancy acceptable to the Contract Administrator) must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy will not, by itself, constitute the achievement or date of Substantial Completion.

1.23. **Surety** means the surety company or individual that is bound by the performance bond and payment bond with and for Contractor who is primarily liable for satisfactory performance of the Work, and which surety company or individual is responsible for Contractor’s satisfactory performance of the Work under this Contract and for the payment of all debts and other obligations pertaining thereto in accordance with Section 255.05, Florida Statutes.

1.24. **Work** means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services



provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2. SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services, and incidentals necessary to perform all of the Work described in the Contract Documents for the Project.

ARTICLE 3. CONTRACT TIME

3.1. Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by City's Finance Director or designee and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to City of Cooper City of all required documents and after execution of this Contract by both Parties. Preliminary Work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of Work that does not require permits, shall commence within ten (10) days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all additional Work. Except for the reimbursement of permit application fees, impact fees, and performance and payment bond premiums as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall commence within ten (10) days after the Project Initiation Date specified in the second Notice to Proceed.

3.2. Time is of the essence for each Party's performance under this Contract. Contractor must obtain Substantial Completion of the Work within 370 calendar days after the Project Initiation Date specified in the second Notice to Proceed, and Final Completion within 30 calendar days after Substantial Completion. Time is of the essence for this project, accordingly the City is anticipating that Substantial Completion of the Work will occur no later than 370 calendar days after the Project Initiation Date, and Final Completion will occur no later than 30 calendar days after Substantial Completion. Bidders are encouraged to submit in their Bid Proposal their expected timeframes for Substantial Completion and Final Completion of the Work that are earlier (or later) in time than the City's anticipated timeframes.

3.3. Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 3.2, as extended by any approved time extensions, Contractor shall pay to City of Cooper City the sum of one thousand dollars (\$500) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work



within the deadline stated in Section 3.2, as extended by approved time extensions thereof, Contractor shall pay to City of Cooper City the sum of one thousand dollars (\$500) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to City of Cooper City for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by City of Cooper City as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

3.4. City of Cooper City may deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as City of Cooper City may, in its sole discretion, deem just and reasonable.

3.5. Contractor shall reimburse City, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between City of Cooper City and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by City of Cooper City as costs are incurred by Consultant and agreed to by City.

ARTICLE 4. CONTRACT PRICE

4.1. This is a Unit Price Contract:*

4.1.1. City of Cooper City shall pay to Contractor the amounts determined for the total number of each of the units of Work completed at the unit price stated in the Contract Price. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents.

4.1.2. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.



4.2. This is a Lump Sum Contract.*

4.2.1. City of Cooper City shall pay Contractor the Contract Price for the performance of the Work described in the Contract Documents.

4.2.2. Payment shall be at the lump sum price stated in this Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of Work not covered by a specific Contract lump sum should be included in the lump sum price to which the item is most applicable.

*Note: Only the subsections corresponding to any checked box in this Article 4 will apply to this Contract. Some Projects include both unit prices and lump sums, in which case both subsections shall apply as appropriate depending upon the type of Work being performed by Contractor and approved by City.

ARTICLE 5. PROGRESS PAYMENTS

5.1. Contractor may make an application for payment (“Application for Payment”), at intervals of not more than once a month, for Work completed during the Project. Contractor shall, where the Project involves CBE or SBE Subcontractors, make Application for Payment, at monthly intervals, for Work completed by such Subcontractors during the Project. Contractor’s applications shall show a complete breakdown of the Project components, the quantities completed, and the amount of payment sought, together with such supporting evidence as may be required by Consultant or Contract Administrator. Contractor shall submit with each Application for Payment: an updated progress schedule acceptable to Consultant as required by the Contract Documents; a Certification of Payments to Subcontractors Form (Form 9); a statement indicating the cumulative amount of CBE or SBE participation to date; and a release of claims relative to the Work that was the subject of previous applications or consent of surety relative to the Work that is the subject of the Application for Payment. If Contractor has not made payment to a Subcontractor, the Certification of Payments to Subcontractors Form shall be accompanied by a copy of the notification sent to each Subcontractor (listed in Item 2 of the Form) to whom payment has not been made, explaining the good cause why payment was not made. When applicable, an Application for Payment shall be accompanied by a completed Statement of Wage Compliance Form (Form 8A or 8B). Each Application for Payment shall be submitted in triplicate to Consultant for approval as follows:

CONSULTANT _____ with a copy to:

CONTRACT ADMINISTRATOR _____

All Applications for Payment shall be stamped as received on the date on which they are delivered in the manner specified above. Payments of Applications for Payment shall be subject to approval as specified hereinbefore, and if approved shall be due twenty-five (25) business days after the



date on which the Application for Payment is stamped received. At the end of the twenty-five (25) business days, Contractor may send the Contract Administrator an overdue notice. If the Application for Payment is not rejected within four (4) business days after delivery of the overdue notice, the Application for Payment shall be deemed accepted, except for any portion of the Application for Payment that City of Cooper City determines to be fraudulent or misleading. If the Application for Payment does not meet the requirements of this Contract, City of Cooper City shall reject the Application for Payment within twenty (20) business days after the date stamped received and said rejection shall specify the deficiency and the action necessary to cure that deficiency. If Contractor submits a request that corrects the deficiency, the corrected Application for Payment must be paid or rejected within ten (10) business days after the corrected Application for Payment is stamped as received. Any dispute between City of Cooper City and Contractor shall be resolved by the Florida Statute 218.735 subject to the process and time frames for payment set forth above. For all other disputes related to payment, the dispute shall be resolved pursuant to the dispute resolution procedure set forth in Article 12 of the General Conditions.

5.2. City of Cooper City may withhold retainage on each progress payment as set forth in Section 255.078, Florida Statutes, as may be amended during this Contract. Any reduction in retainage below the maximum amount set forth in Section 255.078, Florida Statutes, shall be at the sole discretion of the Contract Administrator, as may be recommended by Consultant. Any interest earned on retainage shall accrue to the benefit of City.

5.3. Notwithstanding any provision of this Contract to the contrary, City of Cooper City may withhold payment, in whole or in part, in accordance with Applicable Law, or to such extent as may be necessary to protect itself from loss on account of:

- 5.3.1 Inadequate or defective Work not remedied.
- 5.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City of Cooper City relating to Contractor's performance.
- 5.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- 5.3.4 Damage to another contractor not remedied.
- 5.3.5 Liquidated damages and costs incurred by Consultant for extended construction administration.
- 5.3.6 Failure of Contractor to provide documents required by the Contract Documents.

When the above grounds are removed or resolved to the satisfaction of the Contract Administrator, any withheld payment shall be made to the extent otherwise due.



5.4 Invoices shall be emailed MONTHLY to Accountspayable@CooperCity.gov or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

6.1. Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall conduct an inspection within ten (10) days. If Consultant and Contract Administrator find that the Work is acceptable; that the requisite documents have been submitted; that the requirements of the Contract Documents are fully satisfied; and that all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 11) shall be issued by Consultant, under its signature, stating that the requirements of the Contract Documents have been performed and that the Work is ready for acceptance under the terms and conditions of the Contract Documents.

6.2. Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant the following Final Payment Package: a complete release of all claims arising out of this Contract, or receipts in full in lieu thereof; an affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness and financial obligations connected with the Work have been paid, or, in the alternative, a consent of the Surety to final payment on Contractor’s behalf; the final corrected as-built Drawings; and the final bill of Materials, if required, and the final Application for Payment. This Final Payment Package must include the certification document titled Final List of Non-Certified Subcontractors and Suppliers (Form 13), which must be signed and notarized by Contractor. A list of all noncertified Subcontractors and suppliers used must be attached to this certified document.

6.3. If, after Substantial Completion, Final Completion is materially delayed through no fault of Contractor, and Consultant so certifies, City of Cooper City shall, upon certification of Consultant, and without terminating this Contract, make payment of the balance due for any portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, but it shall not constitute a waiver of claims.

6.4. Final payment shall be made only after the Board or Director of Purchasing, as applicable, has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator and has approved the final payment. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1. Representation of Authority. Contractor represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that



Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Contract is within Contractor’s legal powers, and each individual executing this Contract on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

7.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor’s proposal, bid, or other supporting documents submitted to City of Cooper City in connection with the solicitation, negotiation, or award of this Contract, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Contract, unless otherwise expressly disclosed in writing by Contractor.

7.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7.4. Public Entity Crimes. Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, Contractor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime,” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.5. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor further represents that it is not, and for the duration of the Contract will not be, ineligible to contract with City of Cooper City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with Section 286.101, Florida Statutes.

7.6. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Contract, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Contract, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.7. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States



Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Contract will not violate that statute. If Contractor violates this section, City of Cooper City may immediately terminate this Contract for cause and Contractor shall be liable for all costs incurred by City of Cooper City due to the termination.

7.8. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work and that each person and entity that will perform or provide Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Work. Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for such Work.

7.9. Truth-In-Negotiation Representation. Contractor's compensation under this Contract is based upon its representations to City, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Contract, are accurate, complete, and current as of the date Contractor executes this Contract. Contractor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City of Cooper City as the basis for Contractor's compensation in this Contract.

7.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services at any time during the term of this Contract.

7.11. Criminal History Screening Practices. In addition to any City Code or policy, Contractor represents and certifies that Contractor will also comply with Section 26-125(d) of the Broward County Code for the duration of the Contract.

7.12. Breach of Representations. Contractor acknowledges that City of Cooper City is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and City of Cooper City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Contract without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.



ARTICLE 8. MISCELLANEOUS

8.1. Contract Documents and Priority of Provisions. In the event of any conflict between the terms contained in this Contract and those contained in a Contract Supplement, the terms of such Contract Supplement shall prevail. Furthermore, in the event of any conflict between the terms of the General Conditions included in this Contract and those contained in any General Supplemental Provisions, the terms of such General Supplemental Provisions shall prevail. In addition, anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Contract Documents, Contractor shall provide the latest, most stringent, and more technical requirement(s), including, but not limited to, the requirements setting forth the better quality or greater quantity.

Notwithstanding the forgoing, the following priority of provisions shall apply in the event of a conflict:

- First Priority: Approved Change Orders, Addendums, or Amendments
- Second Priority: Technical Specifications
- Third Priority: Supplemental Conditions or Special Terms
- Fourth Priority: General Terms and Conditions
- Fifth Priority: Contract
- Sixth Priority: Solicitation documents
- Seventh Priority: Contractor’s response to solicitation documents

8.2. Independent Contractor. Contractor is an independent contractor under this Contract. Work provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of City. This Contract shall not constitute or make the Parties a partnership or joint venture.

8.3. Third-Party Beneficiaries. Neither Contractor nor City of Cooper City intends to directly or substantially benefit a third party by entering into this Contract. Therefore, the Parties agree that there are no third-party beneficiaries to this Contract (other than Consultant to the extent this Contract expressly provides Consultant with specific rights or remedies).

8.4. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Contract, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent).



Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR CITY:

City of Cooper City _____
Attn: _____ Ryan Eggleston, City Manager _____
9090 SW 50th Place
Cooper City, Florida 33328
Email address: _____ reggleston@coopercity.gov _____

With a copy to:

Attn: Jacob Horowitz, City Attorney
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Email address: JHorowitz@gorencherof.com

FOR CONTRACTOR:

Email address: _____

8.5. **Assignment.** Neither this Contract nor any interest herein or proceeds hereof shall be assigned, transferred, or encumbered without the written consent of the other party, and Contractor shall not subcontract any portion of the Work required by this Contract except as authorized by Article 28 of the General Conditions. Any attempted assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, and shall constitute a breach of this Contract. City of Cooper City reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to City of Cooper City to reasonably compensate it for the performance of any such due diligence.

8.6. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Contract was bargained for at arm’s-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and is, therefore, a material term.

8.7. **No Waiver.** City’s failure to enforce any provision of this Contract shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Contract. The failure to assert a breach of a provision of this Contract shall not be deemed a waiver of such breach or of any subsequent breach, nor shall it be construed to be a modification of the terms of this Contract.



8.8. Severability. If any part of this Contract is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Contract and the balance of this Contract shall remain in full force and effect.

8.9. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for such litigation shall be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device. **EACH PARTY HEREBY EACH EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION. CONTRACTOR, PURSUANT TO ARTICLE 28 OF THE GENERAL CONDITIONS, SHALL SPECIFICALLY BIND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS SECTION.**

8.10. Amendments. Unless otherwise expressly authorized herein, no modification, amendment, or alteration of any portion of this Contract shall be effective unless contained in a written document executed with the same or similar formality as this Contract by duly authorized representatives of City of Cooper City and Contractor.

8.11. Prior Agreements. The Contract is the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Contract or the Contract Documents are contained herein.

8.12. Compliance with Laws. Contractor and the Work must comply with all Applicable Law, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

8.13. **[THIS SUB-ARTICLE IS NOT APPLICABLE TO THIS CONTRACT]** Workforce Investment Program. This Contract constitutes a “Covered Contract” under the Broward Workforce Investment Program, Broward County Administrative Code Section 19.211 (“Workforce Investment Program”). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth therein, including by (a) publicly advertising any vacancies that are the direct result of this Contract (whether those vacancies are with Contractor or Subcontractor) exclusively with CareerSource Broward for at least five (5) business days and using good faith efforts to interview any qualified candidates referred under the Workforce



Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Contract. Until at least one year after the conclusion of this Contract, Contractor shall maintain and make available to City of Cooper City upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program, and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration of termination of this Contract. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Contract.

8.14. Additional Security Requirements. Contractor certifies and represents that it will comply with the security requirements of the City and as mandated by the Federal and State governments for treatment plant facilities.

8.15. **[THIS SUB-ARTICLE IS NOT APPLICABLE TO THIS CONTRACT]** Federally Funded Contracts. Contractor certifies and represents that it will comply with the Federally Funded Contract Requirements attached hereto as Exhibit __. THIS SUB-SECTION IS NOT APPLICABLE TO THIS CONTRACT

8.16. Drug-Free Workplace. Pursuant to Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the duration of this Contract.

8.17. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on City property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, etc.

8.18. Regulatory Capacity. Notwithstanding the fact that City of Cooper City is a political subdivision with certain regulatory authority, City's performance under this Contract is as a Party to this Contract and not in its regulatory capacity. If City of Cooper City exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Contract, and shall not be attributable in any manner to City of Cooper City as a party to this Contract.

8.19. **[THIS SUB-ARTICLE IS NOT APPLICABLE TO THIS CONTRACT]** Construction Apprenticeship Program. If this Contract is a construction contract as defined in Section 26-9 of the Code, Contractor represents and certifies that it shall at all times comply with the requirements of the Construction Apprenticeship Program as set forth in Sections 26-8 through 26-11 of the Code.

8.20. Interpretation. The titles and headings in the Contract Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. All personal pronouns shall include any other gender, and the singular shall include the plural, and



vice versa, unless the context otherwise requires. Terms such as “herein” refer to the Contract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article, such reference is to the section or article as a whole, including the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by City of Cooper City shall require approval in writing, unless otherwise expressly stated.

8.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Contract by reference. The attached Exhibits are incorporated into and made a part of this Contract.

8.22. Fiscal Year. The continuation of this Contract beyond the end of any City of Cooper City fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

8.23. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Contract, nothing herein is intended to serve as a waiver of sovereign immunity by City of Cooper City nor shall anything included herein be construed as consent by City of Cooper City to be sued by third parties in any matter arising out of this Contract.

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

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



IN WITNESS OF THE FOREGOING, the Parties hereunto set their hands and seals on dates written below.

CITY OF COOPER CITY, a Florida Municipal Corporation

BY: _____
Ryan Eggleston
CITY MANAGER

ATTEST:

BY: _____
CITY CLERK

BY: _____
GREG ROSS
MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY: _____

Signature

BY: _____
(Florida Corporation or LLC)

Print Name

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared _____, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____,



as _____ of _____, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State _____ and County aforesaid this _____ day of _____, 20____.

NOTARY PUBLIC

PRINT OR TYPE NAME

My Commission Expires: _____

[END OF PAGE]



CONTRACT SUPPLEMENT [THIS SUPPLEMENT IS NOT APPLICABLE TO THIS CONTRACT]

[DELETE THIS PAGE IF NOT APPLICABLE]

The following deviations are incorporated herein and made a part of this Contract, revising the respective article and section as noted below.

Coding: Words in ~~striketrough~~ type are deletions from existing text. Words in underlined text are additions to existing text.



FORM 1: PERFORMANCE BOND

Project Name: Pump Station #55 Generator Replacement
Project Number: ITB 2023-06-UTL

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, located at _____, with a phone number of _____, and _____, as Surety, located at _____, with a phone number of _____, under the assigned Bond Number _____, are bound to Broward County, Florida, as Obligee, hereinafter called County, located at _____, with a phone number of _____, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a Contract, Bid/Contract No. _____, with County, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract," which includes any and all provisions for liquidated damages, and other damages identified.

THE CONDITION OF THIS BOND is that if Contractor:

- 1) Performs the Contract between Contractor and City of Cooper City for construction of _____, in the time and manner prescribed in the Contract; and
- 2) Pays City of Cooper City all losses, liquidated damages, expenses, costs and attorneys' fees including appellate proceedings, that City of Cooper City sustains as a result of default by Contractor under the Contract; and
- 3) Performs the guaranties of all Work (as defined in the Contract) and materials furnished under the Contract for the time specified in the Contract, then THIS BOND IS VOID; OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by City of Cooper City to be, in default under the Contract, with City of Cooper City having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- a) Complete the required performance in accordance with the terms and conditions of the Contract Documents; or
- b) Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if City of Cooper City elects, upon determination by City of Cooper City and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and City of Cooper City on the same terms and conditions as the Contract Documents unless



otherwise agreed by County, and shall make available as Work progresses sufficient funds to pay the cost of completion of the Work required by the Contract in an amount less but not exceeding the balance of the Contract Price, which amount shall include other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City of Cooper City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City of Cooper City to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than City of Cooper City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

By: _____
Authorized Signer

Print Name

Print Name and Title

_____ day of _____, 20__

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____
Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____



FORM 2: PAYMENT BOND

Project Name: Pump Station #55 Generator Replacement
Project Number: ITB 2023-06-UTL

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal (hereinafter called "Contractor"), located at _____, with a phone number of _____, and _____, as Surety, located at _____, with a phone number of _____, under the assigned Bond Number _____ and pursuant to Section 255.05, Florida Statutes, are bound to B City of Cooper City, Florida (hereinafter "City"), as Obligee, located at _____, with a phone number of _____, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement dated the _____ of _____, 20__, entered into a Contract, Bid/Contract No. _____, with City for construction of _____ located at _____, the terms of which contract (including the Contract Documents, as those are defined in the contract) are incorporated by reference herein and made a part hereof as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays City all losses, damages, expenses, costs and attorneys' fees including appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute Section 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- A. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work (as defined in the Contract), furnish to Contractor a notice that he or she intends to look to the bond for protection.
- B. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written



notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

C. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (A) and/or (B), as applicable, have been given.

D. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Sections 255.05(2) and 255.05(10), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

ATTEST:

CONTRACTOR

Corporate Secretary or other
person authorized to attest

By: _____

Authorized Signer

Print Name

Print Name and Title

_____ day of _____, 20__

(CORPORATE SEAL OR NOTARY)

IN THE PRESENCE OF:

SURETY:

Signature

By _____

Agent and Attorney-in-Fact

(Print Name)

(Print/Type Name)

Signature

Address: _____

(Street)

(Print Name)

(City/State/Zip Code)

Telephone No.: _____



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

Meeting Date: 02/13/2024 Item #12.



FORM 4: FORM OF CERTIFICATE AND AFFIDAVIT FOR BONDS \$500,000.00 OR LESS

TO: CITY OF COOPER CITY
RE: BID NUMBER: _____

BIDDER: _____

Name: _____

Address: _____

Phone: _____

AMOUNT OF BOND: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

Phone: _____

This is to certify that, in accordance with Section 287.0935, Florida Statutes, the insurer named above:

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the Florida Insurance Code;
- (4) Is otherwise in compliance with the provisions of the Florida Insurance Code; and
- (5) Currently holds a valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.

(Date Signed)

Agent and Attorney-in-Fact

(continued on next page)



**FORM 5: UNCONDITIONAL LETTER OF CREDIT
(PERFORMANCE AND PAYMENT GUARANTY) FORM**

UNCONDITIONAL LETTER OF CREDIT

Beneficiary:
City of Cooper City,
9090 SW 50th Place
Cooper City, FL 33328

Date of Issue _____
Issuing Bank's No. _____
Applicant: _____
Amount: _____
(in United States Funds)
Expiry: _____
(Date)
Bid/Contract Number _____

We hereby authorize you to draw on (Bank, Issuer Name) at (Branch Address) by order of and for the account of (Contractor, Applicant, Customer) up to an aggregate amount, in United States Funds, of \$(Dollar Amount) available by your drafts at sight, accompanied by: A signed statement from the City Manager of City of Cooper City, or the City Manager's authorized representative that the drawing is due to default in performance of certain obligations on the part of (Contractor, Applicant, Customer) agreed upon by and between City of Cooper City and (Contractor, Applicant, Customer) pursuant to the Bid/Contract No. for (Name of Project) and Section 255.05, Florida Statutes. Drafts must be drawn and negotiated not later than (expiration date). Drafts must bear the clause: "Drawn under Letter of Credit No. (number), of (Bank Name) dated _____."

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the City Manager of Cooper City with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to City of Cooper City that this Letter of Credit will expire prior to performance of Contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amplified by reference to any documents, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Letter of Credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the final completion of the Project by the _____ (Contractor, Applicant, Customer).



This Credit is subject to the “Uniform Customs and Practice for Documentary Credits,” International Chamber of Commerce (2007 revision), Publication No. 600 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature



FORM 8A: STATEMENT OF COMPLIANCE (PREVAILING WAGE RATE)
[THIS FORM IS NOT APPLICABLE TO THIS PROJECT]

No. _____
Contract No. _____
Project Title _____

The undersigned Contractor hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by Section 26-5 of the Broward County Code of Ordinances and the applicable conditions of the Contract.

Dated _____, 20__ _____
Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and [who did (did not)] take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:



Contractor

By

Date

City of Cooper City, through the Contract Administrator, has determined the Work or portion thereof designated by City of Cooper City is substantially complete and will assume full possession thereof at (time) _____ on _____ (date) _____.

CITY OF COOPER CITY: _____
By Contract Administrator

Date

The responsibilities of City of Cooper City and Contractor for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows: _____



FORM 12: FORM OF FINAL RECEIPT

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20____, from City of Cooper City, the sum of _____ Dollars (\$_____) as full and final payment to Contractor for all Work and materials for the Project described as:

This sum includes full and final payment for all extra Work and material and all incidentals.

Contractor hereby indemnifies and releases City of Cooper City from all liens and claims whatsoever arising out of the Contract and/or Project.

Contractor hereby certifies that all persons doing Work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for Work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to City.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

[IF INCORPORATED SIGN BELOW.]

CONTRACTOR

ATTEST:

CONTRACTOR NAME

Corporate Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)

|

By: _____

Authorized Signer

Print Name and Title

_____ day of _____, 20____



[IF NOT INCORPORATED SIGN BELOW.]

CONTRACTOR

WITNESSES:

Witness signature

Business Name

Print/Type Name

By: _____
Authorized Signer

Witness signature

Print/Type Name and Title

Print/Type Name

____ day of _____, 20__



FORM 13: FINAL LIST OF NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS
[THIS FORM IS NOT APPLICABLE TO THIS PROJECT]

To: _____, Contractor
From: City of Cooper City Purchasing Division
Subject: Final List of Non-certified Subcontractors/Sub-vendors
Re: _____
(Project Title, Contract Number)

The attached list of non-certified Subcontractors/sub-vendors have performed or provided services to City of Cooper City for the referenced contract. Non-certified Subcontractors/sub-vendors are any Subcontractors/sub-vendors whose services under the Contract were not approved to meet the City’s participation CBE/SBE goal established for this Contract, and whose participation was not listed on Contractor’s “Schedule of Participation” and/or not approved as substitutes or additions by the Broward County Office of Economic Small Business Development Division toward meeting the established goal.

Contractor certifies the following:

- There were no other non-certified Subcontractors/sub-vendors who provided a service to City of Cooper City for the referenced Contract. All participants on the Contract are listed on the attached list.
- There were other non-certified Subcontractors/sub-vendors who provided a service and are not listed on the attached list. The additional Subcontractors/sub-vendors are listed on the attached list.

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT.

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:
Signature: _____
Print Name: _____

(NOTARY SEAL)
My commission expires:



**FORM 14: LETTER OF INTENT (CBE/SBE)
To Utilize a County Business Enterprise (CBE) or Small Business Enterprise (SBE)
Subcontractor/Subconsultant**

[THIS FORM IS NOT APPLICABLE TO THIS PROJECT]

Project Name: «Project_Name»
Project Number: «Project_Number»

From (Name of Proposer/Bidder): _____

Firm Address: _____

Project Description: _____

In response to City of Cooper City's RFP/Bid No. _____, the undersigned hereby agree to utilize the CBE or SBE firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with City of Cooper City.

Name of CBE/SBE Firm: _____

Address of CBE/SBE Firm: _____

Expiration of CBE/SBE Certification: _____ Projected CBE/SBE Work Assignment (description of work assignment): _____

Projected Percentage of Prime's Contract Fees to be Awarded to CBE/SBE (Percentage %): _____

(Signature of Owner or Authorized Rep. **Prime**)

(Date)

Print Name (owner or authorized Rep. **Prime**): _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:



(ACKNOWLEDGEMENT BY THE PROPOSED CBE/SBE FIRM)

The undersigned intends to perform Work in connection with the above Contract as (check one):
 an individual a partnership a corporation a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep. **CBE/SBE**) (Date)

Print Name (owner or authorized Rep. **CBE/SBE**): _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and [who did (did not)] take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

(NOTARY SEAL)

My commission expires:

[END OF SECTION]

PUMP STATION #55 GENERATOR REPLACEMENT

COOPER CITY, FLORIDA

BID SET

DATE OF ISSUE: 10/27/2023



CITY OF COPPER CITY / UTILITY DEPARTMENT
11791 SW 49 STREET
COOPER CITY, FL 33330
Phone: 954.434.4300

AGENCY COMMISSION/COUNCIL

GREG ROSS
JEFF GREEN
JEREMY KATZMAN
LISA MALLOZZI
RYAN C. SHROUDER

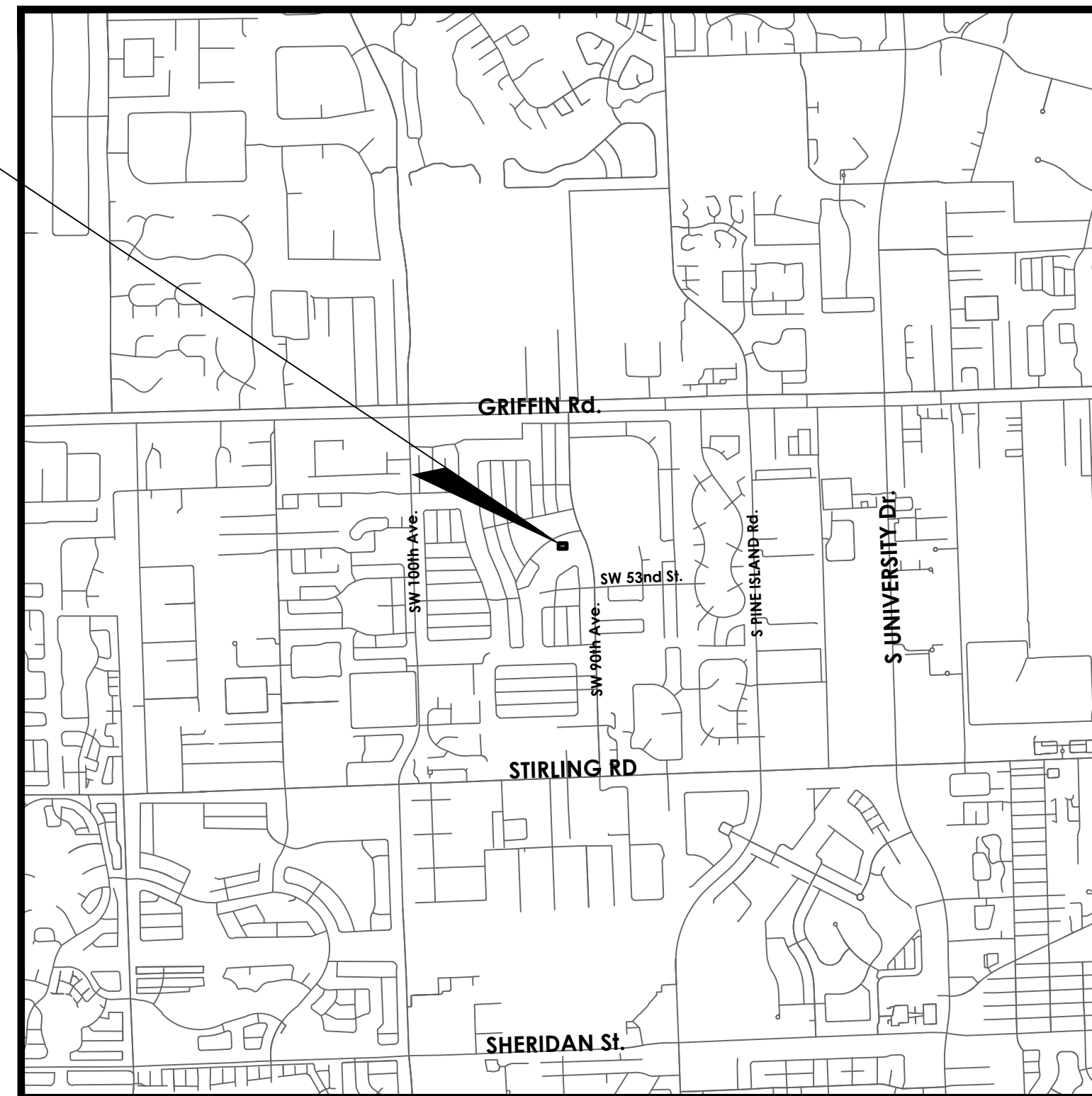
MAYOR
COMMISSIONER, DISTRICT 3
COMMISSIONER, DISTRICT 1
COMMISSIONER, DISTRICT 2
COMMISSIONER, DISTRICT 4

ADMINISTRATION/STAFF

RYAN EGGLESTON
CARLOS VEGA
RAJ VERMA

CITY MANAGER
COMMUNITY DEVELOPMENT
DIRECTOR
UTILITY DIRECTOR/CITY ENGINEER

PROJECT LOCATION



SECTION 50S, TOWNSHIP 41E, RANGE 32

LOCATION MAP

N.T.S

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

INDEX OF DRAWINGS

SHT #	DWG #	SHEET TITLE
01	COV-1	COVER SHEET
02 - 03	GN-1 - GN-2	GENERAL NOTES AND DETAILS
04	EC-1	EXISTING CONDITION AND DEMOLITION PLAN
05	C-1	CIVIL ENGINEERING PLAN
06 - 07	DET-1 - DET-2	DETAILS
08-12	E-1 - E-4	ELECTRICAL PLAN



500 West Cypress Creek Road,
Suite 630
Ft. Lauderdale, FL 33309
954.730.0707
www.chenmoore.com

REGISTRATION

PROJECT NUMBER
22-0016.00006

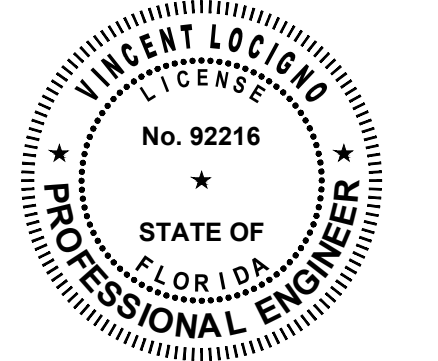
CLIENT PROJECT NUMBER

DRAWING NUMBER

COV-1

01 OF 06

REGISTRATION
 VINCENT LOCIGNO, PE
 REGISTRATION NO. 92216
 DATE: 10/4/2023



This seal is only valid on printed copies that are dated with an original of the licensee's signature. Scanned or electronic copies are not considered signed and sealed.

CLIENT



PROJECT INFORMATION

**PUMP STATION #55
 GENERATOR
 REPLACEMENT**

COOPER CITY,
 FLORIDA

PROJECT NUMBER
 22-0016.00006

CLIENT PROJECT NUMBER

VERIFY SCALES
 0 1"
 IF NOT ONE INCH ON THIS SHEET,
 ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
 10/27/2023

DESIGNED BY
 VL

DRAWN BY
 JT

CHECKED BY
 DD

DRAWING TITLE

GENERAL NOTES

DRAWING NUMBER

GN-1
 02 OF 06

BID SET

ABBREVIATIONS

ABN - ABANDONED
 ACP - ASBESTOS CEMENT PIPE
 ARV - AIR RELEASE VALVE
 ASPH - ASPHALT
 BE - BURIED ELECTRIC
 BFO - BURIED FIBER OPTICS
 BFP - BACKFLOW PREVENTER
 BH - BORE HOLE
 BL - BASE LINE
 BOC - BOTTOM OF CURB
 BOP - BOTTOM OF PIPE
 BOS - BOTTOM OF STRUCTURE
 BT - BURIED TELEPHONE
 BTV - BURIED CABLE TELEVISION
 BW - BOTH WAYS
 CATV - CABLE TELEVISION
 CB - CATCH BASIN
 CC - CENTER TO CENTER
 CHW - CHILLED WATER
 CIP - CAST IRON PIPE
 CL - CENTER LINE
 CLF - CHAIN LINK FENCE
 CMP - CORRUGATED METAL PIPE
 CO - CLEAN OUT
 COMM - COMMUNICATIONS
 CONC - CONCRETE
 CONST - CONSTRUCT
 CORP - CORPORATION
 CS - CONTROL STRUCTURE
 DA - DELTA ANGLE
 DDCV - DETECTOR DOUBLE CHECK VALVE
 DE - DRAINAGE EASEMENT
 DIP - DUCTILE IRON PIPE
 DS - DOMESTIC SERVICE
 DWY - DRIVEWAY
 E - EAST
 EL - ELEVATION
 ELEC - ELECTRIC
 EOP - EDGE OF PAVEMENT
 EX - EXISTING
 FDC - FIRE DEPARTMENT CONNECTION
 FF - FINISHED FLOOR
 FH - FIRE HYDRANT
 FLG - FLANGE
 FM - FORCE MAIN
 FVO - FLUSHING VALVE OUTLET
 G - GAS
 GA - GAUGE
 GALV - GALVANIZED
 GV - GATE VALVE
 HDPE - HIGH-DENSITY POLYETHYLENE
 HP - HIGH POINT
 INV - INVERT
 IRR - IRRIGATION
 L - ARC LENGTH
 LAT - LATERAL
 LBR - LIMEROCK BEARING RATIO
 LE - LANDSCAPE EASEMENT
 LF - LINEAR FOOT
 LP - LIGHT POLE
 LPFM - LOW PRESSURE FORCE MAIN
 LT - LEFT

ABBREVIATIONS

MAX - MAXIMUM
 MB - MAIL BOX
 MH - MANHOLE
 MIN - MINIMUM
 MJ - MECHANICAL JOINT
 MTR - METER
 N - NORTH
 NAVD - NORTH AMERICAN VERTICAL DATUM
 NGVD - NATIONAL GEODETIC VERTICAL DATUM
 NIC - NOT IN CONTRACT
 NO - NUMBER
 NPW - NON-POTABLE WATER
 NTS - NOT TO SCALE
 OHW - OVERHEAD WIRE
 OC - ON CENTER
 OE - OVERHEAD ELECTRIC
 OFO - OVERHEAD FIBER OPTICS
 OR - OFFICIAL RECORDS
 OT - OVERHEAD TELEPHONE
 OTV - OVERHEAD CABLE TELEVISION
 PB - PLAT BOOK
 PC - POINT OF CURVATURE
 PE - POLYETHYLENE
 PET - PETROLEUM OIL
 PG - PAGE
 PI - POINT OF INTERSECTION
 PL - PROPERTY LINE
 PRB - POLLUTION RETARDANT BAFFLE
 PRM - PERMANENT REFERENCE MONUMENT
 PROP - PROPOSED
 PSI - POUNDS PER SQUARE INCH
 PT - POINT OF TANGENCY
 PVC - POLYVINYL CHLORIDE
 PVMT - PAVEMENT
 R - RADIUS
 R/W - RIGHT-OF-WAY
 RCP - REINFORCED CONCRETE PIPE
 REST - RESTRAINED
 RPM - REFLECTIVE PAVEMENT MARKER
 RT - RIGHT
 S - SOUTH
 SAN - SANITARY SEWER
 SD - STORM DRAIN
 SH - SHORT
 SHT - SHEET
 SLV - SLEEVE
 STA - STATION
 STL - STEEL
 TEL - TELEPHONE
 TFO - TAPPING FLANGED OUTLET
 TOC - TOP OF CURB
 TOP - TOP OF PIPE
 TYP - TYPICAL
 UE - UTILITY EASEMENT
 UNK - UNKNOWN
 VCP - VITRIFIED CLAY PIPE
 W - WEST
 W/O - WITHOUT
 W/R - WHITE & RED
 WM - WATER MAIN
 WTR - WATER
 YY - YELLOW & YELLOW

LEGEND

DEMOLITION

 REMOVE MATERIAL FROM AREA
 RESTORATION AREA
 REMOVE ITEM

OTHER UTILITIES

 EX BE - EXISTING BURIED ELECTRIC

COORDINATE GEOMETRY

 LOT OR PROPERTY LINE

FORCE MAIN COLLECTION / TRANSMISSION

 FM - EXISTING FORCE MAIN

PROPOSED CONCRETE

VERTICAL DATUM INFORMATION
 ALL ELEVATIONS SHOWN ARE IN NORTH
 AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
 CONVERSION FACTOR:
 NAVD88 + 1.60 = NGVD29 IN THIS AREA

Sunshine 811
 Call 811 or www.sunshine811.com two full
 business days before digging to have utilities
 located and marked.
 Check positive response codes before you dig!

CIVIL ENGINEERING PLAN NOTES:

- REFER TO STRUCTURAL PLANS FOR SLAB SECTION & DETAILS.
- CONTRACTOR TO GRADE AWAY AND AROUND THE NEW SLAB TO PREVENT PONDING.
- THIS SITE IS IN THE FEMA FLOOD DESIGNATED AREA X (0.2 PCT ANNUAL CHANCE FLOOD HAZARD) PANEL 12011C0545H.
- THIS PLAN WAS NOT BASED ON A SURVEY.
- REFER TO ELECTRICAL PLANS FOR RELOCATION OF ELECTRICAL LINES

GENERAL STRUCTURAL PLAN NOTES:

- THESE NOTES ARE GENERAL AND SUPPLEMENT THE SPECIFICATIONS. THESE NOTES APPLY TO THE ENTIRE PROJECT UNLESS MODIFIED OR NOTED OTHERWISE IN THE CONTRACT DOCUMENTS.
- DESIGN IS IN ACCORDANCE WITH AND CONSTRUCTION SHALL COMPLY WITH THE PROVISIONS OF THE FLORIDA BUILDING CODE.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING INFORMATION IN THE FIELD AS REQUIRED FOR NEW WORK.
- EQUIPMENT ANCHOR BOLT SIZES, TYPES, EMBEDMENT AND PATTERNS SHALL BE VERIFIED WITH THE MANUFACTURER. ALL BOLT PATTERNS SHALL BE TEMPLATE TO INSURE ACCURACY OF PLACEMENT.
- IF CONTRACTOR DESIRES TO TEMPORARILY PLACE OR MOVE LOADS ON OR ADJACENT TO EXISTING STRUCTURES OR UTILITIES DURING CONSTRUCTION PROCESS, CONTRACTOR IS EXCLUSIVELY RESPONSIBLE FOR MARINATING STRUCTURAL INTEGRITY AND AVOIDING OVERSTRESSING AND DAMAGING EXISTING STRUCTURES AND UTILITIES.
- DESIGN OF CONCRETE ELEMENTS INCLUDING WALLS, FORMED SLABS, BEAMS, AND COLUMNS IS IN ACCORDANCE WITH ACI 318 (CODE REQUIREMENTS FOR STRUCTURAL CONCRETE) AND 350 (CODE REQUIREMENTS FOR ENVIRONMENTAL ENGINEERING CONCRETE STRUCTURES).
- CONCRETE SHALL HAVE A 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI.
- ALL BAR REINFORCING SHALL CONFORM TO ASTM A615, GRADE 60.
- CONCRETE COVER FOR REINFORCING:
 - CONCRETE DEPOSITED DIRECTLY AGAINST SOIL: 3"
 - CONCRETE EXPOSED TO WEATHER (#5 OR SMALLER): 1 1/2"
- SPLICES SHALL BE CLASS "B" CONFORMING TO THE PROVISIONS OF ACI 318 UNLESS NOTED OTHERWISE.
- ALL EXPOSED CORNERS SHALL HAVE A 3/4" CHAMFER OR A 1/2" RADIUS TOOLED CORNER.
- CONDUITS AND OTHER SIMILAR ITEMS EMBEDDED IN OR PENETRATING THROUGH CONCRETE SHALL BE SPACED ON CENTER NOT LESS THAN 3 TIMES THEIR OUTSIDE DIMENSION, BUT NOT LESS THAN 2 1/2" CLEAR. WHEN SUCH ITEMS ARE EMBEDDED IN WALLS OR SLABS, THEY SHALL NOT OCCUPY MORE THAN 1/3 OF THE MEMBER THICKNESS.
- CLEAR DISTANCE FROM ANCHOR BOLTS TO ANY CONCRETE EDGE SHALL BE 4" MINIMUM UNLESS NOTED OTHERWISE.
- CONTRACTOR WILL BE RESPONSIBLE FOR CONCRETE COMPRESSIVE STRENGTH TEST.

EXISTING CONDITIONS NOTES:

- CONTRACTOR IS TO PROTECT ALL EXISTING TREES, SIGNS, AND UTILITIES NOT IMPACTED BY THIS PLAN.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE WITH 0.2 PCT ANNUAL CHANCE FLOOD HAZARD, EFFECTIVE DATE AUGUST 18, 2014, PANEL No. 120110545H, EFF 8/18/2014.

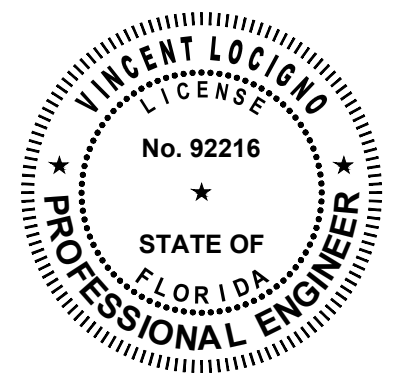
GENERAL NOTES:

- MASTER LIFT STATION #55 IS LOCATED AT 9070 SW 51ST Street, Cooper City, FL 33328. ACCESS IS RESTRICTED AND SHALL BE COORDINATED WITH THE OWNER.
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, WHETHER SHOWN OR NOT, AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- THE HORIZONTAL AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE BASED ON FIELD OBSERVATION AND/OR AVAILABLE PLANS. THE EXACT LOCATION MAY VARY. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.
- ANY EXISTING ITEM DISTURBED DURING CONSTRUCTION IS TO BE RESTORED TO EQUAL OR BETTER QUALITY.
- GROUND RESTORATION IS TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.
- IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
- CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
- CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
- PUMP STATION WITH STANDBY POWER SUPPLY SHALL REMAIN IN SERVICE AT ALL TIMES.
- CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS FROM THE APPROPRIATE AUTHORITIES, DEPARTMENTS, AND/OR AGENCIES HAVING JURISDICTION PRIOR TO COMMENCING WORK.
- UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE TO THEM. THE CONTRACTOR SHALL CONTACT SUNSHINE 811 AT PHONE NUMBER 811 OR 1-800-432-4770 TO REQUEST UNDERGROUND UTILITY LOCATION MARK-OUT AT LEAST TWO (2) WORKING DAYS BUT NO MORE THAN TEN (10) WORKING DAYS PRIOR TO BEGINNING EXCAVATION, INCLUDING SOIL DRILLING. THE CONTRACTOR SHALL ALSO CONTACT AND REQUEST UTILITY LOCATION MARK-OUT FROM BURIED UTILITY OWNERS WITH UTILITIES ON THE PROJECT SITE THAT ARE NOT PARTICIPANTS OF SUNSHINE 811.

DEMOLITION NOTES:

- DO NOT START DEMOLITION WORK UNTIL UTILITY DISCONNECTING AND SEALING HAVE BEEN COMPLETED AND VERIFIED IN WRITING.
- BEFORE PROCEEDING WITH DEMOLITION OPERATIONS THE CONTRACTOR IS TO DRAIN, PURGE, OR OTHERWISE REMOVE, COLLECT, AND DISPOSE OF CHEMICALS, GASES, EXPLOSIVES, ACIDS, FLAMMABLES, OR OTHER DANGEROUS MATERIALS.
- CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
- DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN-USE FACILITIES WITHOUT PERMISSION FROM OWNER, THE TRIBE AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.
- CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.
- ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, BARRIERS, RAILINGS, ETC. WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION.
- PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
- ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.
- FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING OR CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN.
- DEMOLISH CONCRETE IN SMALL SECTIONS. CUT CONCRETE AT JUNCTURES WITH CONSTRUCTION TO REMAIN, USING POWER-DRIVEN MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.
- INFORMATION SHOWN ON THE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER; HOWEVER, THIS INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER, AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ASSIST THE UTILITY COMPANIES, BY EVERY MEANS POSSIBLE, TO DETERMINE SAID LOCATIONS AND THE LOCATIONS OF RECENT ADDITIONS TO THE SYSTEMS NOT SHOWN.
- REMOVAL, DEMOLITION, HAULING, AND DISPOSAL SHALL COMPLY WITH REGULATIONS BY F.D.E.P., E.P.A., AND ANY OTHER AUTHORITY HAVING JURISDICTION.
- REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
- ALL EXISTING PATHWAY AND STREET LIGHTING WILL REMAIN IN PLACE AND REMAIN IN SERVICE DURING CONSTRUCTION OPERATIONS. CONTRACTOR SHALL USE CARE TO ENSURE EXISTING.

REGISTRATION
VINCENT LO CIGNO, PE
REGISTRATION NO. 92216
DATE: 10/4/2023



This seal is only valid on printed copies that are dated with an original of the licensee's signature. Scanned or electronic copies are not considered signed and sealed.

CLIENT



PROJECT INFORMATION

**PUMP STATION #55
GENERATOR
REPLACEMENT**

COOPER CITY,
FLORIDA

PROJECT NUMBER
22-0016.00006

CLIENT PROJECT NUMBER

VERIFY SCALES
0 = 1"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
10/27/2023

DESIGNED BY
VL

DRAWN BY
JT

CHECKED BY
DD

DRAWING TITLE

GENERAL NOTES

DRAWING NUMBER
GN-2
03 OF 06

I. GENERAL NOTES

- CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTIES AT ALL TIMES.
- CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS FROM THE APPROPRIATE AUTHORITIES, DEPARTMENTS, AND/OR AGENCIES HAVING JURISDICTION PRIOR TO COMMENCING WORK.
- ALL PRACTICAL AND NECESSARY EFFORTS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT UNNECESSARY TREE REMOVAL AND/OR DAMAGE.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE TO THEM. THE CONTRACTOR SHALL CONTACT SUNSHINE 811 AT PHONE NUMBER 811 OR 1-800-432-4770 TO REQUEST UNDERGROUND UTILITY LOCATION MARK-OUT AT LEAST TWO (2) WORKING DAYS BUT NO MORE THAN TEN (10) WORKING DAYS PRIOR TO BEGINNING EXCAVATION, INCLUDING SOIL DRILLING. THE CONTRACTOR SHALL ALSO CONTACT AND REQUEST UTILITY LOCATION MARK-OUT FROM BURIED UTILITY OWNERS WITH UTILITIES ON THE PROJECT SITE THAT ARE NOT PARTICIPANTS OF SUNSHINE 811.
- CONTRACTOR SHALL TAKE CARE TO AVOID DAMAGE TO EXISTING PAVEMENT, STRUCTURES, AND UTILITIES THAT ARE NOT INDICATED TO BE DEMOLISHED OR REMOVED. ANY DAMAGE TO EXISTING PAVEMENT, STRUCTURES, AND UTILITIES NOT INDICATED TO BE DEMOLISHED OR REMOVED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- DURING EXCAVATION AND PLACEMENT OF UTILITIES THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY REGULATIONS AND SHALL SUBMIT TO THE ENGINEER FOR APPROVAL SHEET PILING, SHORING AND/OR BRACING DESIGNS AS MAY BE NECESSARY TO COMPLY WITH THESE REGULATIONS.
- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL DEBRIS GENERATED DURING THE PROJECT OFF SITE AT A PROPERLY PERMITTED DISPOSAL FACILITY.
- THE CONTRACTOR IS REQUIRED TO OBTAIN WRITTEN APPROVAL FROM THE ENGINEER FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
- THE UNDERGROUND CONTRACTOR SHALL MINIMIZE THE WORK AREA AND WIDTH OF TRENCHES TO AVOID DISTURBANCES OF NATURAL VEGETATION. SPOIL FROM TRENCHES SHALL BE PLACED ONLY ON PREVIOUSLY CLEARED AREAS, EXISTING RIGHT-OF-WAY OR APPROVED EASEMENT.
- ALL RESTORATION SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION OVER THE RIGHT-OF-WAY WHERE THE PROJECT IS CONSTRUCTED.
- NO CONNECTIONS FOR THE PURPOSE OF OBTAINING WATER SUPPLY DURING CONSTRUCTION SHALL BE MADE TO ANY FIRE HYDRANT OR BLOW-OFF STRUCTURE WITHOUT FIRST OBTAINING PERMISSION AND A CONSTRUCTION METER FROM THE OWNER.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE UTILITIES DEPARTMENT OF THE CITY OF COOPER CITY AT LEAST TWO (2) BUSINESS DAYS IN ADVANCE TO COORDINATE ANY ACTIVITY TO BE PERFORMED BY THE CITY'S UTILITIES DEPARTMENT.
- CONTRACTOR SHALL COMPLY WITH ALL CITY, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS FOR USE OF TRAFFIC DURING CONSTRUCTION.
- ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
- TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS SHALL NOT BE LEFT OPEN DURING NIGHT TIME HOURS WITHOUT ADEQUATE PROTECTION.
- CONTRACTOR SHALL PROMPTLY REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLER LINES, CONDUIT, CABLES, ETC. AND LANDSCAPE AREAS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITY CASTINGS INCLUDING VALVE BOXES, MANHOLES, HAND HOLES, PULL BOXES, INLETS AND SIMILAR STRUCTURES IN CONSTRUCTION AREA TO BE OVERLAYED WITH ASPHALT.
- THE CONTRACTOR SHALL SUBMIT ALL REQUIRED SHOP DRAWINGS FOR CITY APPROVAL PRIOR TO ORDERING MATERIALS AND INSTALLATION.
- CONTRACTOR SHALL RESTORE EXISTING PAVEMENT AND PAVEMENT MARKINGS/SIGNAGE TO ORIGINAL PRE-CONSTRUCTION CONDITION OR AS OTHERWISE SPECIFIED IN CONTRACT DOCUMENTS. THIS WORK SHALL BE CONSIDERED INCIDENTAL.

II. GENERAL PIPELINE NOTES:

- ALL MATERIALS, INSTALLATION, TESTING AND SPECIFICATIONS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF COOPER CITY, PERMITTING AGENCIES, AND THE TECHNICAL SPECIFICATIONS (WHEN APPLICABLE), WHERE DISCREPANCIES, OMISSIONS OR MODIFICATIONS EXIST BETWEEN THE PLANS, THE SPECIFICATIONS AND THE STANDARDS, THE MORE STRINGENT SHALL GOVERN.
- LOCATION OF EXISTING UNDERGROUND UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION AND DEPTH OF ALL PERTINENT UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION WORK.
- DUCTILE IRON PIPE AND FITTINGS SHALL CONFORM TO ANSI A21.51/AWWA C151-09 WITH WALL THICKNESS CLASS 50 FOR 8" AND ABOVE, CLASS 52 FOR 4" AND 6" AND SHALL BE CEMENT LINED AND SEAL COATED IN ACCORDANCE WITH ANSI A21.4/AWWA C104-03. EPOXY LININGS SHALL BE USED FOR FORCE MAINS. PIPE, FITTINGS AND APPURTENANCES IN METER VAULTS SHALL BE FLANGED. ALL FLANGED DUCTILE IRON PIPE SHALL BE CLASS 53. ALL DUCTILE IRON PIPE AND FITTINGS SHALL HAVE V-BIO ENHANCED POLYETHYLENE ENCASEMENT. P.V.C. NON-PRESSURE PIPE (GRAVITY SEWER PIPE) 6" TO 15" UP TO 12' DEPTH SHALL CONFORM TO ASTM D3034 WITH A MINIMUM WALL THICKNESS OF SDR 26. NON-PRESSURE PIPE (GRAVITY SEWER) OF DIAMETER GREATER THAN 15" OR OF DEPTH GREATER THAN 12' SHALL CONFORM TO ASTM D3034 WITH A MINIMUM WALL THICKNESS OF SDR 18. PVC PRESSURE PIPE 4" THROUGH 12" SHALL CONFORM TO ANSI A21.51/AWWA C900-07 WITH A MINIMUM WALL THICKNESS OF SDR 18. PVC PRESSURE PIPE 14" THROUGH 48" SHALL CONFORM TO ANSI/AWWA C905-10 WITH A MINIMUM WALL THICKNESS OF SDR 18. POLYETHYLENE PIPE AND FITTINGS SHALL CONFORM TO ANSI A21.51/AWWA C906-07 WITH A MINIMUM WALL THICKNESS OF SDR 26.
- MINIMUM COVER FOR DUCTILE IRON PIPE SHALL BE 30" OR 36", WHERE SPECIFIED (SEE NOTE 9). MINIMUM COVER FOR P.V.C. PIPE IS 36".
- ALL PRESSURE MAINS SHALL BE HYDROSTATICALLY PRESSURE TESTED FOR A MINIMUM PERIOD OF 2 HOURS AT 150 PSI WITH AN ALLOWABLE LEAKAGE NOT TO EXCEED THE FORMULA,
 $L = (S \times D \times P1/2) / 148,000$
IN WHICH
L - EQUALS ALLOWABLE LEAKAGE IN GALLONS/HOUR,
S - EQUALS LENGTH OF PIPE IN FEET,

- D - EQUALS NOMINAL DIAMETER OF PIPE IN INCHES,
P - EQUALS AVERAGE TEST PRESSURE DURING TEST IN LBS/SQ. IN.
- ALL TESTING SHALL BE MADE IN ACCORDANCE WITH ANSI/AWWA C600-05 (HYDROSTATIC TESTS), C600-10 (DIP PIPE), C605-13 (PVC PIPE) AND C651-05 (WATER MAIN AND BACTERIOLOGICAL TESTS).
- ALL PIPE AND FITTINGS SHALL BE COLOR CODED OR MARKED IN ACCORDANCE WITH RULE 62-865.320 (21) (b) (3), F.A.C. USING BLUE AS THE PREDOMINANT COLOR FOR POTABLE WATER AND GREEN AS THE PREDOMINANT COLOR FOR WASTEWATER (SANITARY SEWER).
 - COMPLETE "AS-BUILT" INFORMATION RELATIVE TO MAINTENANCE ACCESS STRUCTURES, VALVES, FITTINGS, LENGTH OF PIPE AND THE LIKE, SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL ELEVATIONS SHALL BE TAKEN BY AN INDEPENDENT REGISTERED SURVEYOR AND INCLUDED IN THE "AS-BUILT" INFORMATION FURNISHED BY THE CONTRACTOR. FINAL APPROVAL OF THE PROJECT IS SUBJECT TO THE FINAL REVIEW AND APPROVAL OF THE "AS-BUILT" INFORMATION FURNISHED TO THE REGULATORY AGENCIES, AND BCWWS.
 - ALL MECHANICAL JOINTS SHALL BE RESTRAINED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND IN COMPLIANCE WITH AWWA STANDARDS.
 - DUCTILE IRON PIPE MAY BE INSTALLED WITH LESS THAN 30" OF COVER, WHEN APPROVED BY THE ENGINEER. COVER OVER PIPE MUST CONSIST OF ROAD LIME ROCK THAT EXTENDS FROM ROADWAY SUB-BASE OR FINISHED GRADE DOWN TO SPRINGLINE OF PIPE IN A TRENCH WITH 12" OF LIME ROCK ON EITHER SIDE OF THE PIPE. MINIMUM COVER SHALL IN A TRENCH WITH 12" OF LIME ROCK ON EITHER SIDE OF THE PIPE. MINIMUM COVER SHALL BE 24". ALL COVERS AND LIDS WITHIN THE RIGHT OF WAY SHALL MEET THE REQUIRED LOADING CAPACITY.
 - WHERE AN EXISTING WATER OR FORCE MAIN REQUIRES DEFLECTION TO CONNECT WITH OR PASS BY PROPOSED PIPE, THE AMOUNT OF DEFLECTION PER PIPE JOINT SHALL CONCUR WITH THE STANDARD UTILITY CROSSING DETAIL. THE LENGTH OF EXISTING PIPE TO BE DEFLECTED SHALL BE APPROVED BY THE ENGINEER.
 - ALL PIPE DENOTED "GROUT, FILL & ABANDON IN-PLACE" SHALL BE EMPTIED, FLUSHED OUT AND COMPLETELY FILLED WITH GROUT. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND STATE ENVIRONMENTAL REQUIREMENTS.
 - THE DRAWINGS, SUPPLEMENTARY DRAWINGS, SCHEDULES OR OTHER DATA RECEIVED FROM THE ENGINEER AND SHALL NOTIFY HIM OF ALL OMISSIONS, ERRORS, CONFLICTS, AND DISCREPANCIES FOUND THEREIN. FAILURE TO DISCOVER OR TO CORRECT ERRORS, CONFLICTS OR DISCREPANCIES SHALL NOT RELIEVE THE CONTRACTOR OF FULL RESPONSIBILITY FOR UNSATISFACTORY WORK, FAULTY CONSTRUCTION OR IMPROPER OPERATION RESULTING THEREFROM, NOR FROM RECTIFYING SUCH CONDITION, AT HIS OWN EXPENSE.
 - WHERE THE PROPOSED WATER OR FORCE MAIN CONFLICTS WITH OTHER EXISTING OR PROPOSED UTILITIES, THE NEW MAIN SHALL BE DEFLECTED AT PIPE JOINTS IN ACCORDANCE WITH THE STANDARD UTILITY CROSSING DETAIL. THE SPECIAL UTILITY CROSSING DETAIL WITH BENDS SHALL ONLY BE USED WHEN APPROVED BY THE ENGINEER.
 - WHENEVER A MATERIAL, ARTICLE OR PIECE OF EQUIPMENT IS IDENTIFIED IN THE PROJECT MANUAL, INCLUDING DRAWINGS AND SPECIFICATIONS, BY REFERENCE TO MANUFACTURERS' OR VENDORS' NAMES, TRADE NAMES, CATALOG NUMBERS OR OTHERWISE, IT IS INTENDED MERELY TO ESTABLISH A STANDARD, UNLESS IT IS FOLLOWED BY WORDS INDICATING THAT NO SUBSTITUTION IS PERMITTED BECAUSE OF FORM, FIT, FUNCTION AND QUALITY. ANY MATERIAL, ARTICLE, OR EQUIPMENT OF OTHER MANUFACTURERS AND VENDORS WHICH WILL PERFORM OR SERVE THE REQUIREMENTS OF THE GENERAL DESIGN WILL BE CONSIDERED EQUALLY ACCEPTABLE, PROVIDED THE MATERIALS, ARTICLE OR EQUIPMENT SO PROPOSED IS, IN THE OPINION OF THE ENGINEER, EQUAL IN SUBSTANCE, QUALITY AND FUNCTION.
 - COMPLIANCE TO "TRENCH SAFETY ACT" IS REQUIRED FOR ALL EXCAVATIONS IN EXCESS OF 5 FEET DEEP.
 - PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
SUNSHINE STATE 1 CALL1-800-432-4770
CITY OF COOPER CITY(954) 434-5519
TECO GAS DEPARTMENT(813) 275-3783
FPL(941) 927-4278
MANATEE COUNTY(941) 792-881
FRONTIER COMMUNICATION(813) 875-1014
CHARTER COMMUNICATIONS.....(727) 329-2951

III. SAFETY

- THE CONTRACTOR SHALL, AT ALL TIMES, CONFORM TO ALL APPLICABLE STATE AND FEDERAL REGULATIONS.
- THE SERVICES PROVIDED BY THE CONTRACTOR SHALL BE IN COMPLIANCE WITH ALL APPLICABLE GOVERNING REGULATIONS: CITY OF COOPER CITY, MANATTE COUNTY, OSHA GUILINES, SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT MANUALS AND GUIDELINES, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, REGULATIONS AND GUIDELINES.

IV. MATERIALS

- EQUIPMENT (GRADERS, SHOVELS, ETC.) AND MATERIALS (SUCH AS GROUND SHEETS, HAY BALES, BOOMS, AND ABSORBENT PADS) FOR CLEANUP AND CONTINGENCIES SHALL BE PROVIDED IN SUFFICIENT QUANTITIES BY CONTRACTOR AND MAINTAINED AT ALL SITES FOR USE IN THE EVENT OF INADVERTENT LEAKS, SEEPS OR SPILLS.

V. AS BUILT DRAWINGS

- THE CONTRACTOR SHALL MAINTAIN A SET OF PLANS WITH CURRENT FIELD CHANGES ACCURATELY MARKED AND SHALL DELIVER THESE PLANS TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION. THE CURRENT MARKINGS SHALL BE REVIEWED WITH THE ENGINEER DAILY, OR AS NEEDED, TO ASSURE THAT THEY BOTH AGREE THAT THE MARK-UPS REFLECT THE ACTUAL "AS-BUILT" CONDITIONS. THE CONTRACTOR WILL PREPARE PROJECT RECORD DRAWINGS AT THE CONCLUSION OF THE PROJECT BASED ON THE MARK-UP DRAWINGS AND TIES.
- THE CONTRACTOR SHALL MAINTAIN FIELD DRAWINGS AND ELECTRONIC DRAWINGS IN AUTOCAD 2013 OR LATEST VERSION TO REFLECT THE "AS-BUILT" ITEMS OF WORK AS THE WORK PROGRESSES. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PREPARE A RECORD SET OF "AS-BUILT" DRAWINGS ON REPRODUCIBLE MATERIAL. ONE SET OF DESIGN DRAWINGS ON REPRODUCIBLE MATERIAL WILL BE FURNISHED TO THE CONTRACTOR BY THE DESIGN ENGINEER AT THE CURRENT SQUARE FOOT PRICE. NO SEPARATE PAYMENT WILL BE MADE FOR THOSE "AS-BUILT" DRAWINGS.
- THE COST OF MAINTAINING RECORD CHANGES, AND PREPARATION OF THE AS-BUILT DRAWINGS SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THE AFFECTED ITEMS. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL FURNISH THE ENGINEER THE REPRODUCIBLE "AS-BUILT" DRAWINGS. THE COMPLETED AS-BUILT DRAWINGS SHALL BE DELIVERED TO THE ENGINEER AT LEAST 48 HOURS PRIOR TO FINAL INSPECTION

OF THE WORK. THE FINAL INSPECTION WILL NOT BE CONDUCTED UNLESS THE AS-BUILT DRAWINGS ARE IN THE POSSESSION OF THE ENGINEER. FINAL APPROVAL OF THE PROJECT IS SUBJECT TO THE FINAL REVIEW AND APPROVAL OF THE "AS-BUILT" INFORMATION FURNISHED TO THE REGULATORY AGENCIES, CITY OF COOPER CITY.

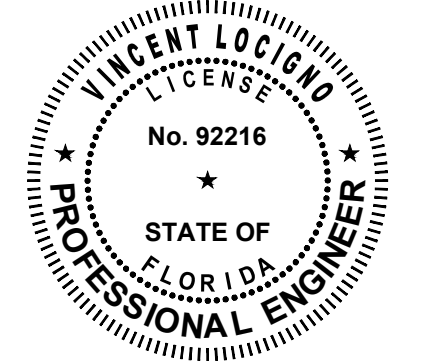
- THE COMPLETED (OR FINAL) AS-BUILT DRAWINGS SHALL BE CERTIFIED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA. THIS CERTIFICATION SHALL CONSIST OF THE SURVEYOR'S EMBOSSED SEAL BEARING REGISTRATION NUMBER, THE SURVEYOR'S SIGNATURE AND DATE ON EACH SHEET OF THE DRAWING SET. IN ADDITION, THE KEY SHEET, COVER SHEET OR FIRST SHEET OF THE PLANS SET SHALL LIST THE BUSINESS ADDRESS AND TELEPHONE NUMBER OF THE SURVEYOR.
 - REPRESENTATIVE ITEMS OF WORK THAT SHOULD BE SHOWN ON THE AS-BUILT DRAWINGS AS VERIFIED, CHANGED OR ADDED ARE SHOWN BELOW:
 - PLANS:
- STRUCTURE TYPES, LOCATION WITH GRADE OF RIM AND FLOW-LINE ELEVATIONS.
 - SEWER TYPE, LENGTH, MATERIAL, SIZE AND ELEVATIONS.
 - UTILITY TYPE, LENGTH, MATERIAL, SIZE AND ELEVATION IN CONFLICT STRUCTURES.
 - WATER AND SEWER PLANS: LOCATION OF ALL PIPE LINES, STRUCTURES, FITTINGS, VALVES, SUPPORTS AND APPURTENANCES. THIS SHALL BE IN NORTHING AND EASTING FORMAT (NAD 83 HORIZONTAL AND NAVD 88 VERTICAL). ALL MAIN ACCESS STRUCTURES, FITTINGS, VALVES AND SEWER LATERALS SHALL BE STATIONED BETWEEN MHS
 - AS-BUILTS OF PRESSURIZED LINES SHALL INCLUDE THE FOLLOWING INFORMATION: TOP OF PIPE AND FINISHED GRADE, LOCATIONS AND ELEVATIONS (TOP OF PIPE AND FINISHED GRADE) OF ALL FITTINGS, INCLUDE BENDS, TEES, VALVES, SADDLES, MANHOLES, CHANGES IN ALIGNMENT. ALL TIE-INS TO EXISTING LINES SHALL BE AS-BUILT.
 - CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION ON PLAN AND PROFILE VIEWS AS SHOWN ON DESIGN DRAWINGS.

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH
AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NAVD88 + 1.60 = NGVD29 IN THIS AREA

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REGISTRATION
VINCENT LOCIGNO, PE
REGISTRATION NO. 92216
DATE: 10/4/2023



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PROJECT INFORMATION

**PUMP STATION #55
GENERATOR
REPLACEMENT**

COOPER CITY,
FLORIDA

PROJECT NUMBER
22-0016.00006

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VL

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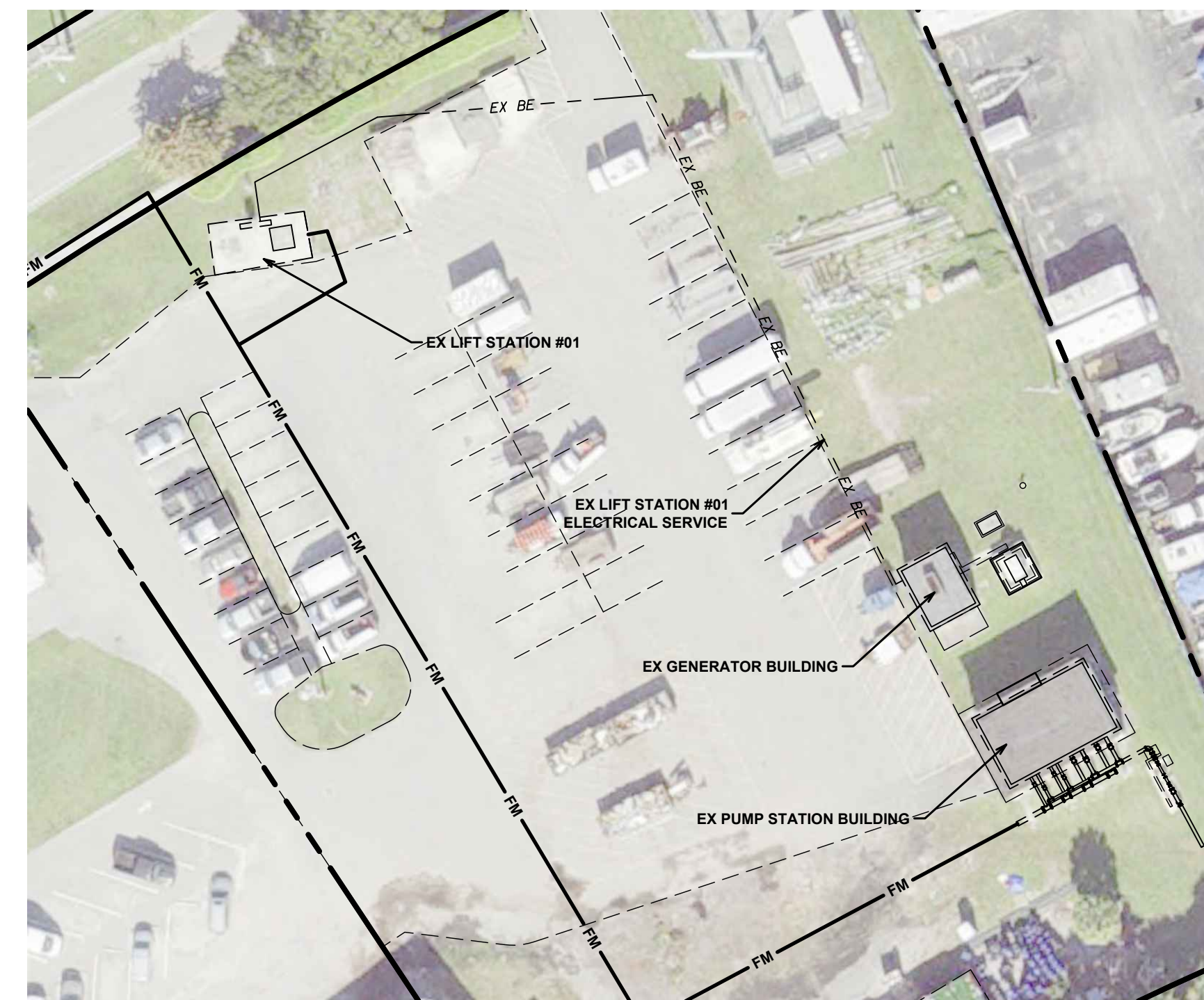
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**EXISTING
CONDITION AND
DEMOLITION PLAN**

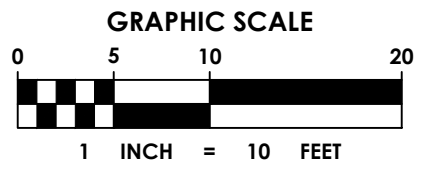
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- DEMOLITION NOTES:**
- DO NOT START DEMOLITION WORK UNTIL UTILITY DISCONNECTING AND SEALING HAVE BEEN COMPLETED AND VERIFIED IN WRITING.
 - BEFORE PROCEEDING WITH DEMOLITION OPERATIONS THE CONTRACTOR IS TO DRAIN, PURGE, OR OTHERWISE REMOVE, COLLECT, AND DISPOSE OF CHEMICALS, GASES, EXPLOSIVES, ACIDS, FLAMMABLES, OR OTHER DANGEROUS MATERIALS.
 - CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
 - DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, OR OTHER ADJACENT OCCUPIED OR IN-USE FACILITIES WITHOUT PERMISSION FROM OWNER. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS AS REQUIRED BY GOVERNING REGULATIONS.
 - CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND DEMOLITION AREA.
 - PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
 - ADJACENT IMPROVEMENTS SHALL BE CLEANED OF DUST, DIRT, AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF DEMOLITION.
 - FOR SELECTIVE DEMOLITION, USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES, USE HAND OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING OR CHOPPING. TEMPORARILY COVER OPENINGS TO REMAIN.
 - DEMOLISH CONCRETE IN SMALL SECTIONS. CUT CONCRETE AT JUNCTURES WITH CONSTRUCTION TO REMAIN, USING POWER-DRIVEN MASONRY SAW OR HAND TOOLS; DO NOT USE POWER-DRIVEN IMPACT TOOLS.
 - INFORMATION SHOWN ON THE DRAWINGS AS TO THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE DATA AVAILABLE TO THE ENGINEER; HOWEVER, THIS INFORMATION IS NOT GUARANTEED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, CHARACTER, AND DEPTH OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL ASSIST THE UTILITY COMPANIES, BY EVERY MEANS POSSIBLE, TO DETERMINE SAID LOCATIONS AND THE LOCATIONS OF RECENT ADDITIONS TO THE SYSTEMS NOT SHOWN.
 - REMOVAL, DEMOLITION, HAULING, AND DISPOSAL SHALL COMPLY WITH REGULATIONS BY F.D.E.P., E.P.A., AND ANY OTHER AUTHORITY HAVING JURISDICTION.
 - REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
 - ALL EXISTING PATHWAY AND STREET LIGHTING WILL REMAIN IN PLACE AND REMAIN IN SERVICE DURING CONSTRUCTION OPERATIONS.

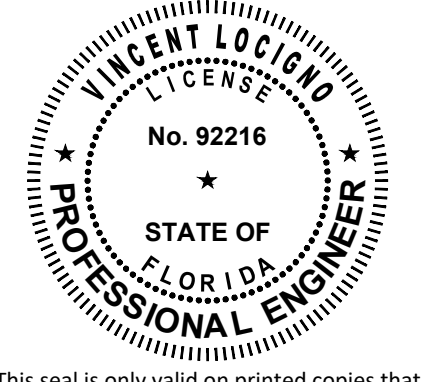


VERTICAL DATUM INFORMATION
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REPLACEMENT**

COOPER CITY,
FLORIDA

PROJECT NUMBER
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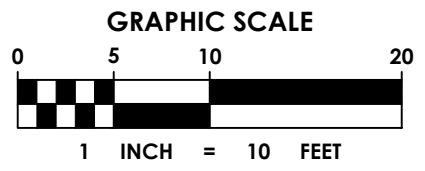
DRAWING TITLE

**CIVIL
ENGINEERING
PLAN**

DRAWING NUMBER
C-1
05 OF 06

GENERAL NOTES:

1. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS, WHETHER SHOWN OR NOT, AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
2. THE HORIZONTAL AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND ARE BASED ON FIELD OBSERVATION AND/OR AVAILABLE PLANS. THE EXACT LOCATION MAY VARY. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD.
3. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
4. CONTRACTOR SHALL PLAN ALL UTILITY CROSSINGS TO CONFIRM HORIZONTAL AND VERTICAL SEPARATIONS PRIOR TO CONSTRUCTION.
5. WATER & SEWER LINES SHALL BE LAID WITH A MINIMUM SIX (6) FOOT LATERAL SEPARATION FROM OBSTRUCTIONS (I.E. CULVERTS, STRUCTURES, ETC.) AND A MINIMUM TEN (10) FOOT CLEARANCE FROM TREES.
6. CONTRACTOR TO PROVIDE DETAILED AS-BUILTS SURVEYS THAT CLEARLY DEFINE THE AREAS OF WORK COMPLETED UNDER THIS CONTRACT INCLUDING BUT NOT LIMITED TO TOP OF PIPE ELEVATION, TOP OF ALL FITTINGS, GROUND ELEVATION, VALVE NUT ELEVATION, ETC.
7. ALL VALVES, FITTINGS, AND PIPE SHALL BE RESTRAINT PER DETAIL W-12.
8. CONTRACTOR MUST EXERCISE EXTREME CARE TO AVOID DAMAGE OR DISRUPTIONS TO ANY EXISTING UTILITIES. CONSTRUCTION SHALL PROTECT AND SUPPORT ALL EXISTING STRUCTURES AFFECTED BY THE PROJECT. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN DISCREPANCY WITH THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, IN WRITING, BEFORE PROCEEDING WITH THE WORK.
9. CONTRACTOR TO USE RESTRAINED JOINTS FOR ALL PROPOSED CONNECTIONS.
10. MINIMUM COVER FOR DUCTILE IRON PIPE SHALL BE 30" OR 36", WHERE SPECIFIED.

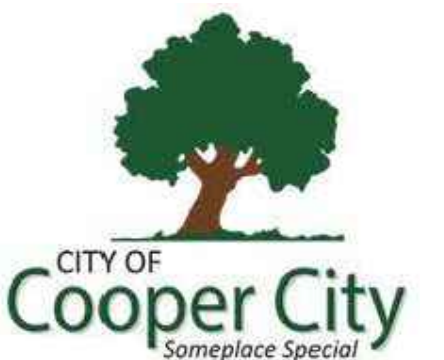


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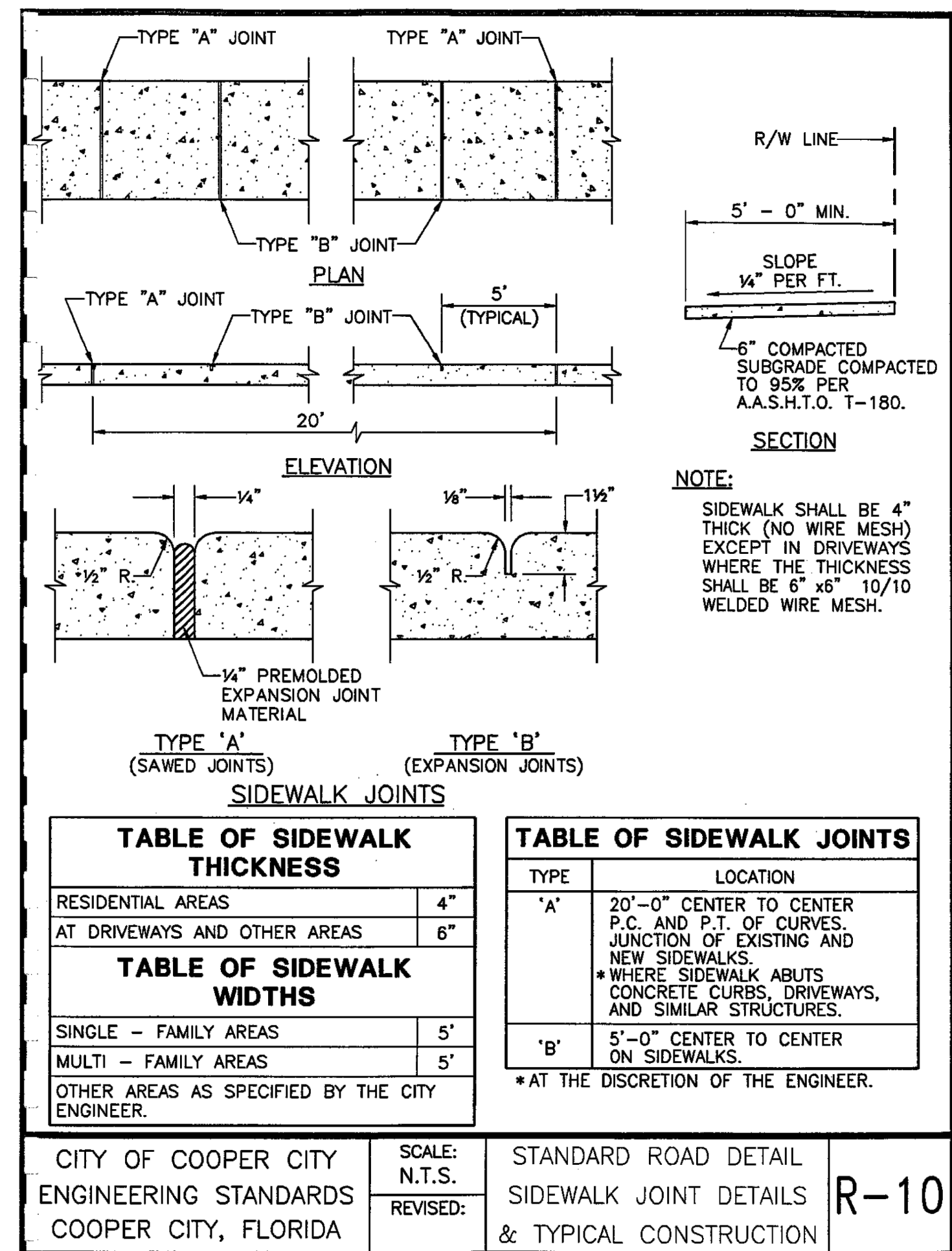
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DETAILS

DRAWING NUMBER

DET-1
 06 OF 06

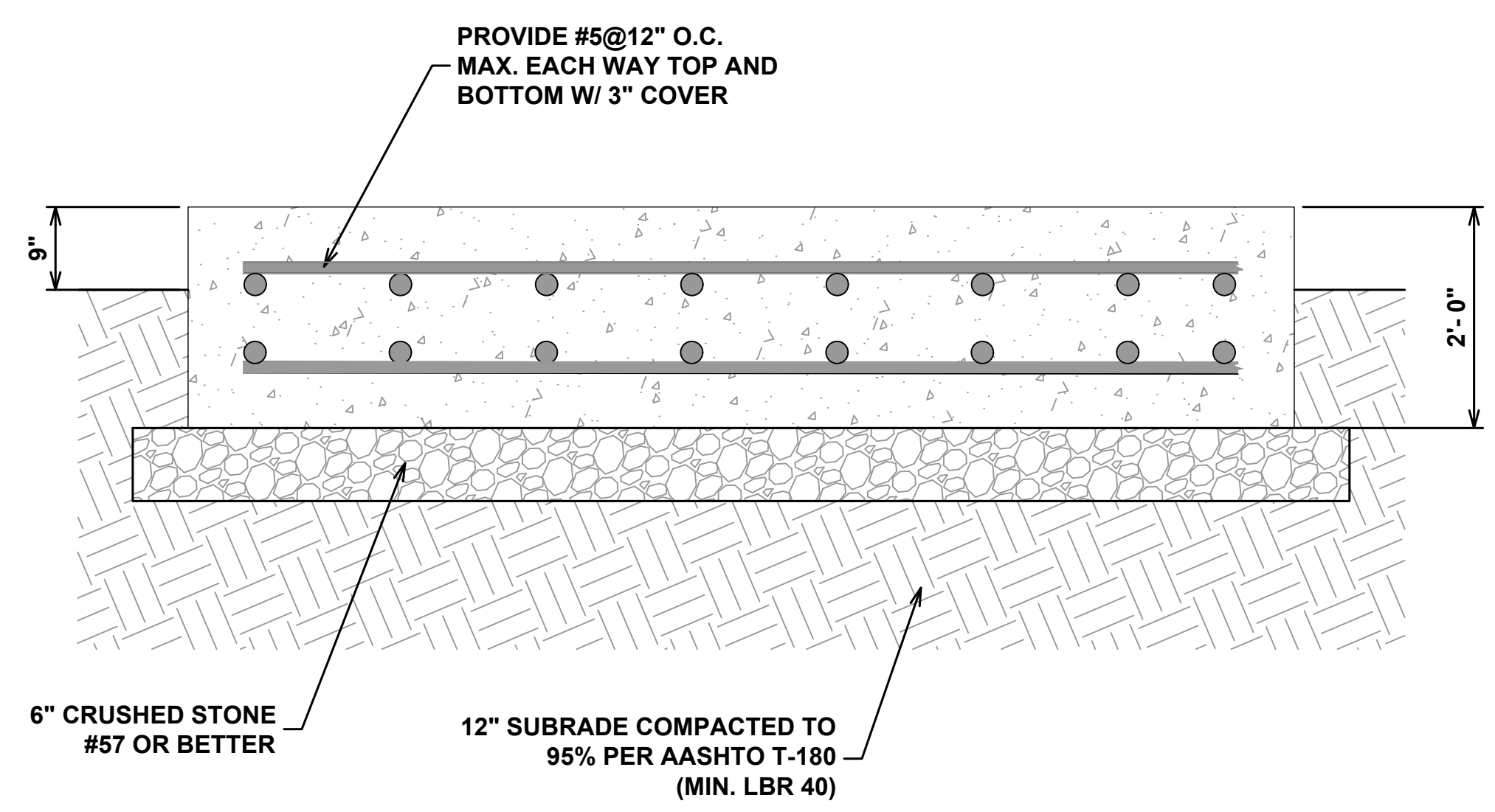


CITY OF COOPER CITY
 ENGINEERING STANDARDS
 COOPER CITY, FLORIDA

SCALE:
 N.T.S.
 REVISED:

STANDARD ROAD DETAIL
 SIDEWALK JOINT DETAILS
 & TYPICAL CONSTRUCTION

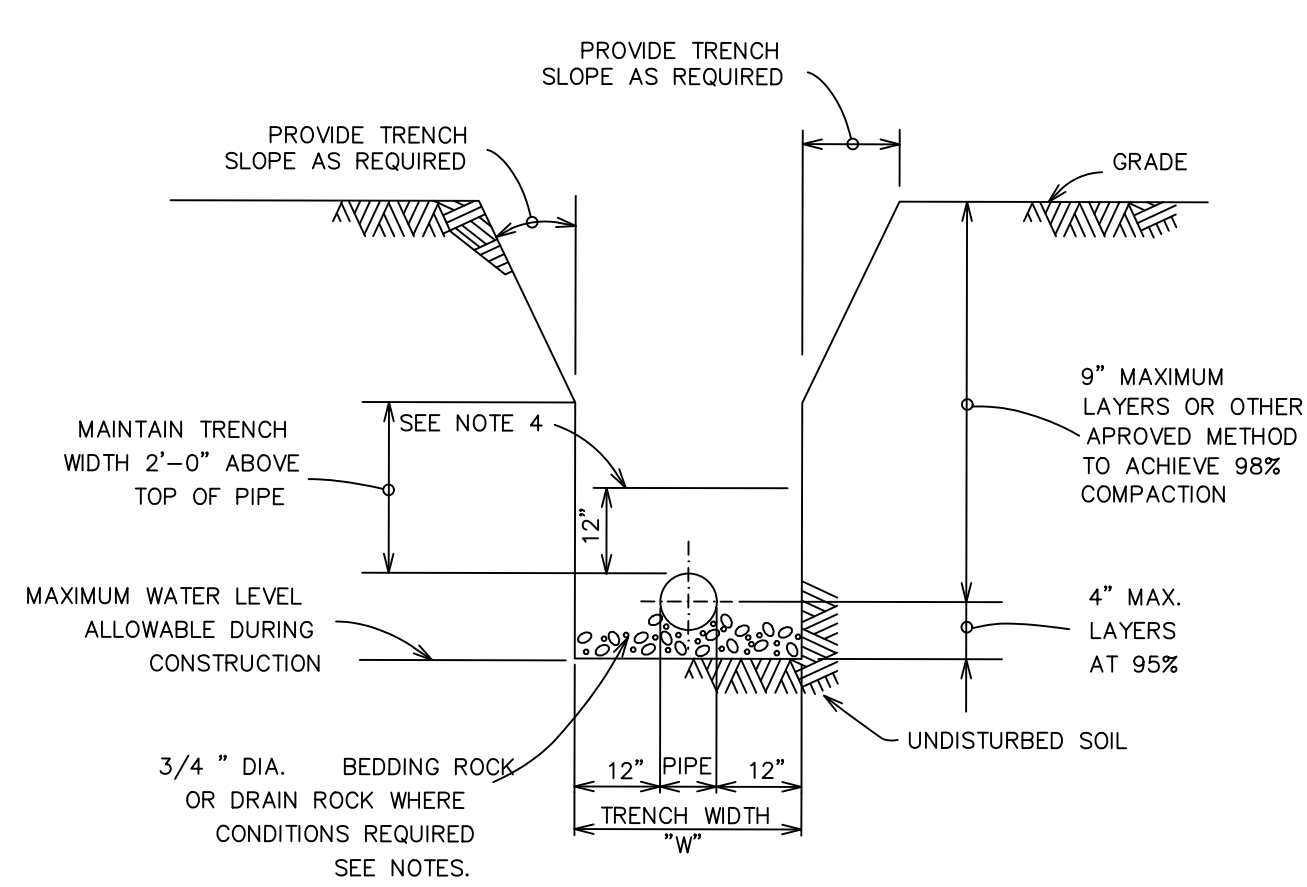
R-10



- NOTES:**
1. FREEBOARD TO BE NO MORE THAN 12-INCHES.
 2. MINIMUM 28-DAY COMPRESSIVE STRENGTH OF THE CONCRETE - 4,000 PSI.
 3. REBAR TO BE ASTM A615 GRADE 60.
 4. MINIMUM CLEAR COVER TO SLAB REINFORCEMENT IS 3-INCHES.
 5. SLAB REINFORCEMENT - #5 BARS @ 12-INCH ON CENTER BOTH WAYS, TOP AND BOTTOM.

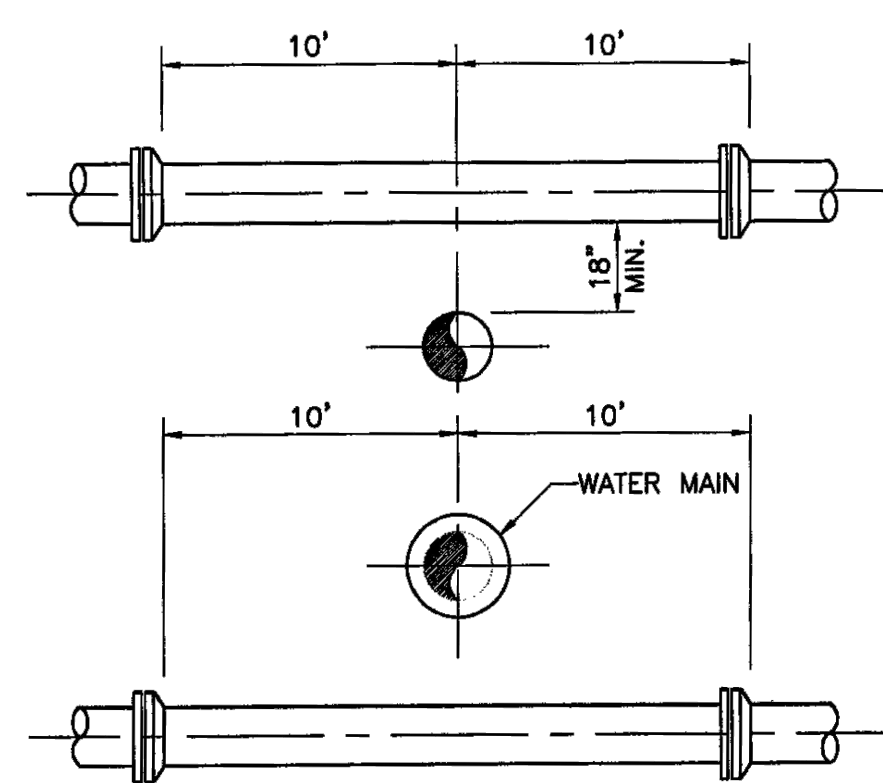
#001 PROPOSED CONCRETE GENERATOR PAD

N.T.S.



- NOTES**
1. WHERE SOILS CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
 2. SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
 3. COMPACTION PERCENTAGES SHOWN REFER TO AASHTO T-180.
 4. MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.

(UNPAVED AREAS)
 TRENCH DETAIL



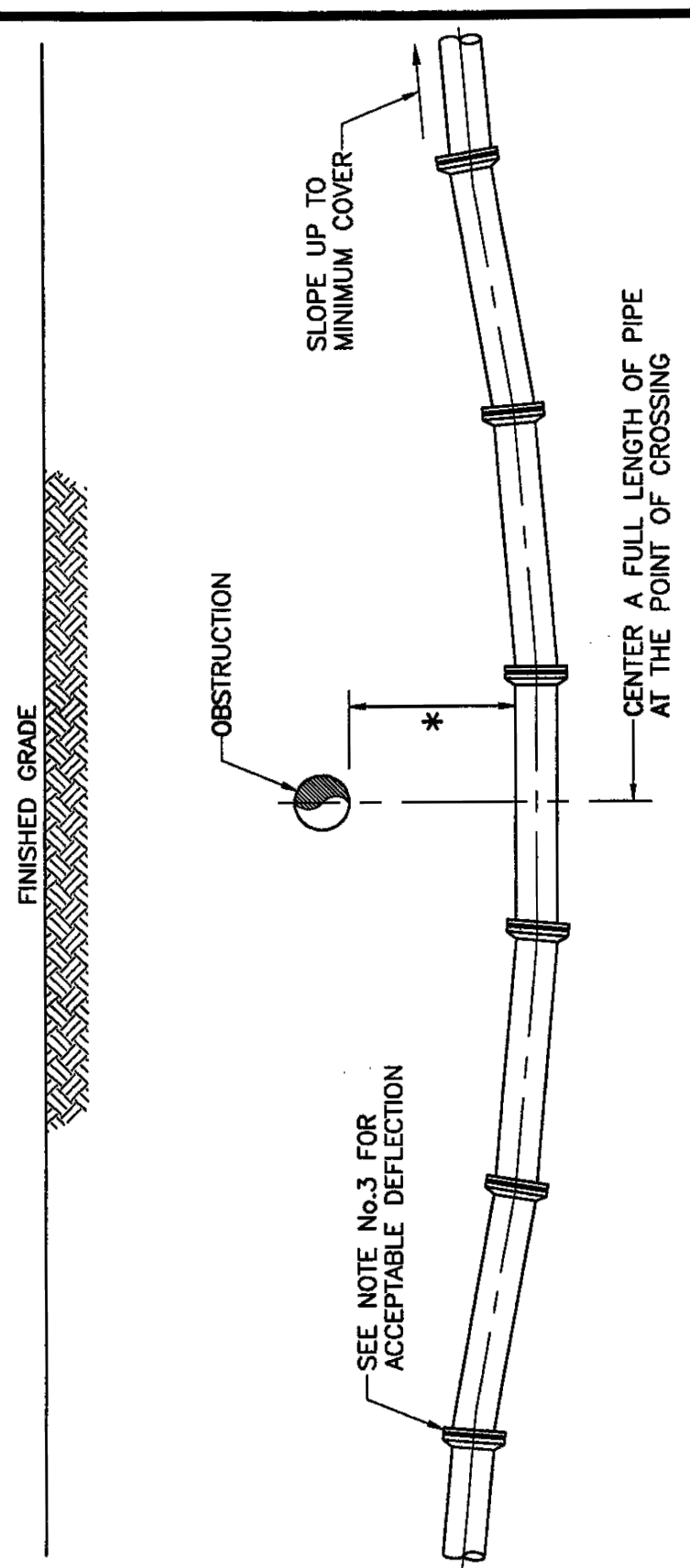
- NOTES:**
1. A WATER MAIN SHOULD CROSS OVER A SEWER MAIN WHEREVER POSSIBLE MAINTAINING A 36 INCH COVER FOR P.V.C., 30 INCH COVER FOR D.I.P. AND 18 INCH SEPARATION AS MINIMUMS.
 2. WHEREVER A WATER MAIN CROSSES UNDER A SEWER MAIN, OR CROSSES OVER WITH LESS THAN 18 INCHES VERTICAL SEPARATION, THEN D.I.P. SHALL BE USED FOR BOTH PIPES FOR A DISTANCE OF 20 FEET CENTERED ON CROSSING WITH NO JOINTS WITHIN 10 FEET OF THE CROSSING.
 3. 18 INCH SEPARATION SHOULD BE MAINTAINED BETWEEN ALL PIPES (STORM, SEWER, WATER) WHENEVER POSSIBLE. 12 INCHES IS THE ABSOLUTE MINIMUM SEPARATION WITH D.I.P. ALLOWED FOR ANY SEPARATION LESS THAN 18 INCHES.
 4. MAINTAIN 10 FEET HORIZONTAL SEPARATION BETWEEN WATER AND SEWER AS A MINIMUM.
 5. 3 FOOT HORIZONTAL CLEARANCE SHALL BE PROVIDED BETWEEN SEWER MAINS AND UTILITY OBSTRUCTIONS (CATCH BASINS, CONCRETE POLES, ETC.)

CITY OF COOPER CITY
 ENGINEERING STANDARDS
 COOPER CITY, FLORIDA

SCALE:
 N.T.S.
 REVISED:

STANDARD SANITARY
 SEWER DETAIL
 UTILITY CROSSING
 GENERAL REQUIREMENTS

S-11



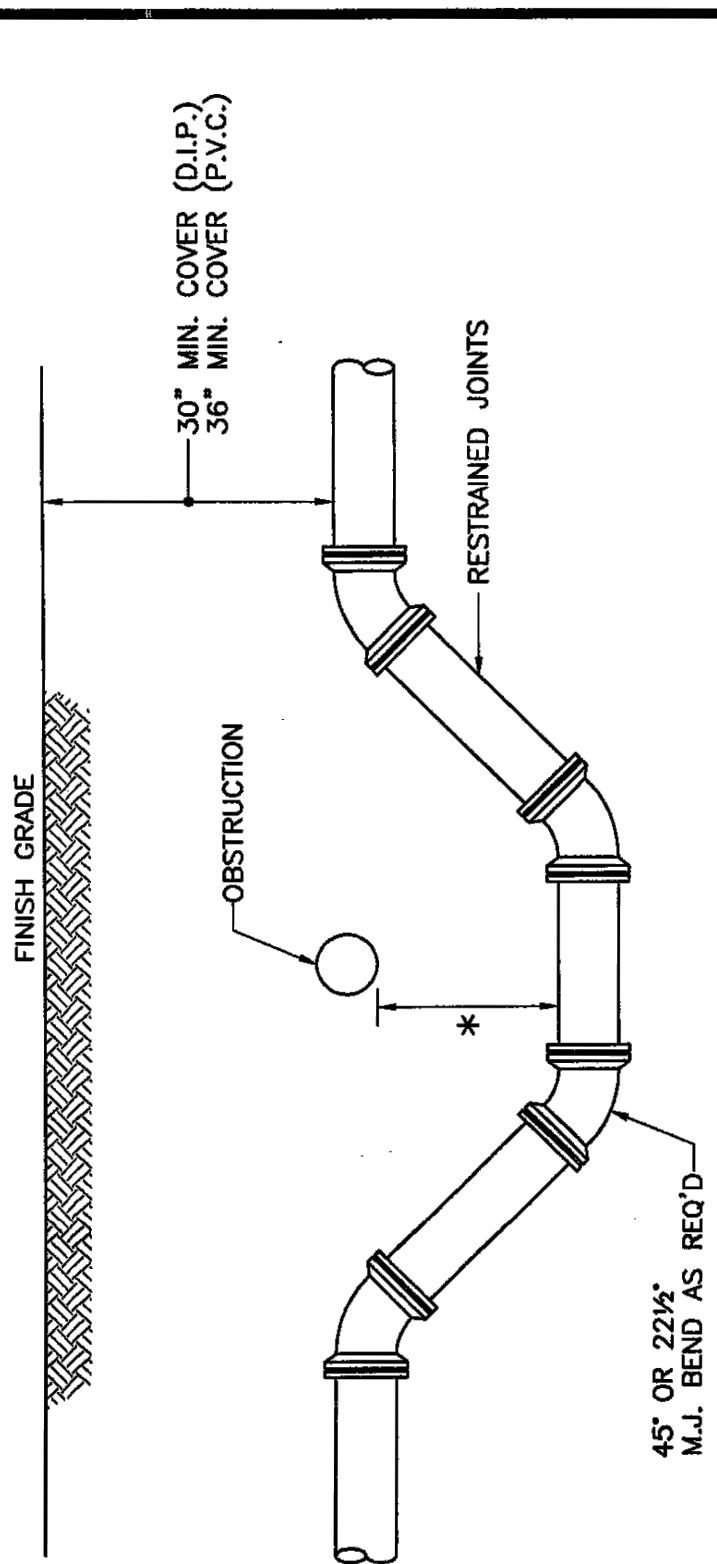
- NOTES:**
1. (C) 18" MINIMUM CLEARANCE REQUIRED FOR WATER AND SEWER MAIN CROSSINGS. 12" MINIMUM CLEARANCE REQUIRED FOR OTHER UTILITIES CROSSINGS.
 2. THE DEFLECTION TYPE CROSSING SHALL BE USED WHENEVER POSSIBLE ONLY UNDER SPECIFIC ORDERS BY THE ENGINEER SHALL THE FITTING TYPE CROSSING BE ALLOWED.
 3. CONSTRUCT CROSSING USING 75% OF MANUFACTURER'S MAXIMUM JOINT DEFLECTION (MAXIMUM).

CITY OF COOPER CITY
 ENGINEERING STANDARDS
 COOPER CITY, FLORIDA

SCALE:
 N.T.S.
 REVISED:

STANDARD SANITARY
 SEWER DETAIL
 UTILITY CROSSING
 DEFLECTION TYPE

S-12



- NOTES:**
1. (C) 18" MINIMUM CLEARANCE REQUIRED FOR WATER & SEWER MAIN CROSSINGS. 12" MIN. CLEARANCE REQUIRED FOR OTHER UTILITIES CROSSINGS. SEE ENCASMENT DETAIL IF MIN. CLEARANCE CAN NOT BE OBTAINED.

CITY OF COOPER CITY
 ENGINEERING STANDARDS
 COOPER CITY, FLORIDA

SCALE:
 N.T.S.
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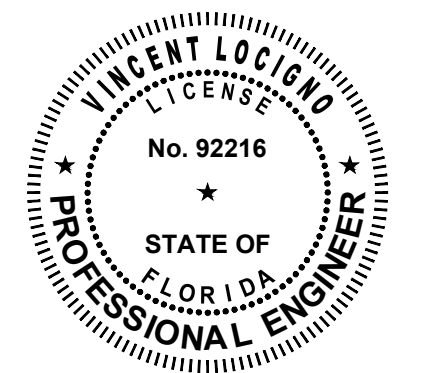
STANDARD SANITARY
 SEWER DETAIL
 UTILITY CROSSING
 FITTING TYPE

S-13

VERTICAL DATUM INFORMATION
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 CONVERSION FACTOR:
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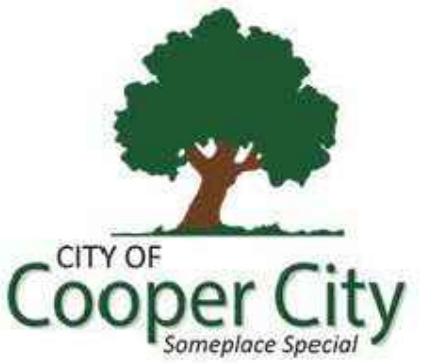
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COOPER CITY, FLORIDA

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DET-2

07 OF 06

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NOTES ON WATER-SEWER SEPARATION

1. SANITARY SEWERS AND FORCE MAINS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS AND FORCE MAINS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.

WHERE SANITARY SEWERS FORCE MAINS MUST CROSS A WATER MAIN WITH LESS THAN 18 INCHES VERTICAL DISTANCE, BOTH THE SEWER AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.

ALL CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING).

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 18 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE ARRANGED TO MET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

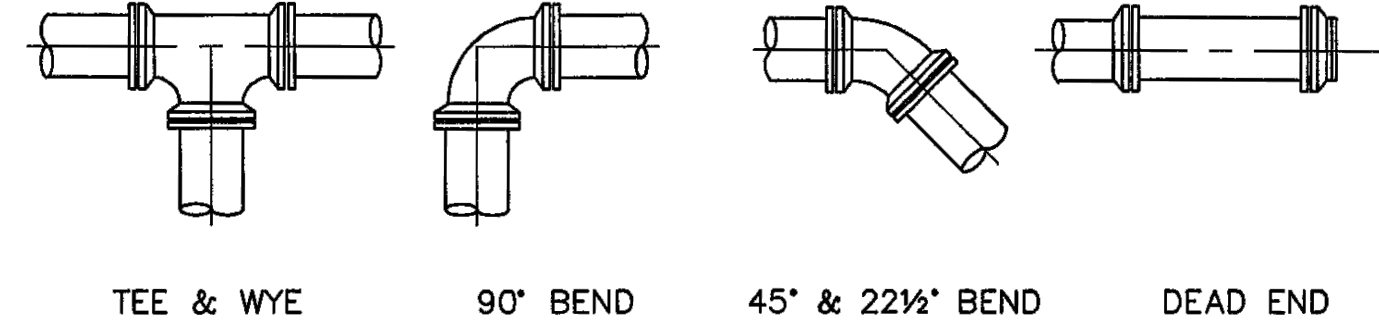
IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10 FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SANITARY SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE CLASS 50 OR HIGHER. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN.

#002 SEPARATION DETAIL

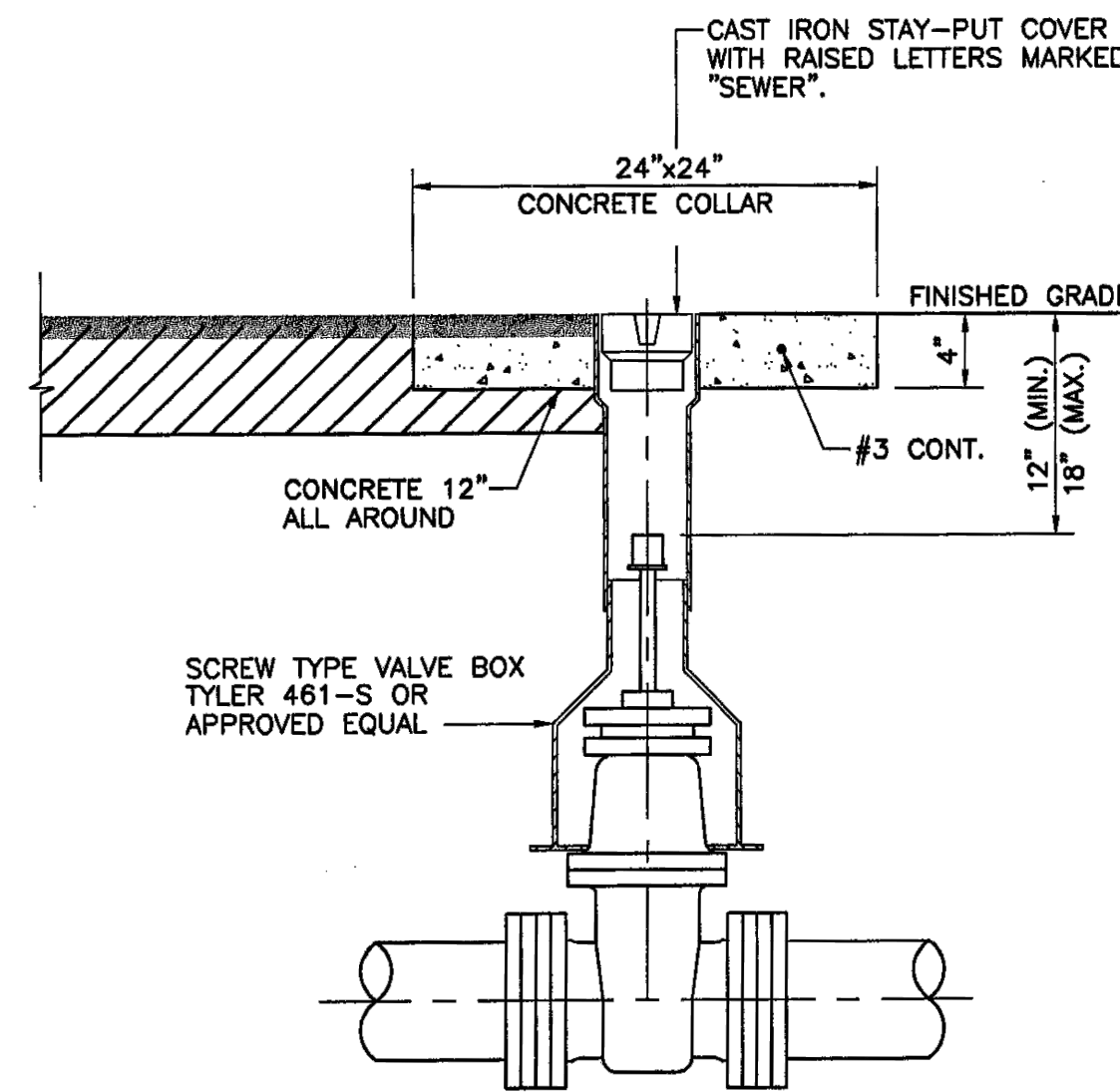
N.T.S.



RESTRAINED PIPE LENGTH (LINEAL FEET)						
PIPE SIZE	TEE & WYE	90° BEND	45° BEND	22½° BEND	11¼° BEND	DEAD END
4"	22	22	12	6	2	34
6"	27	27	16	9	5	48
8"	34	34	20	11	6	62
10"	42	41	24	14	7	75
12"	54	48	28	16	8	87

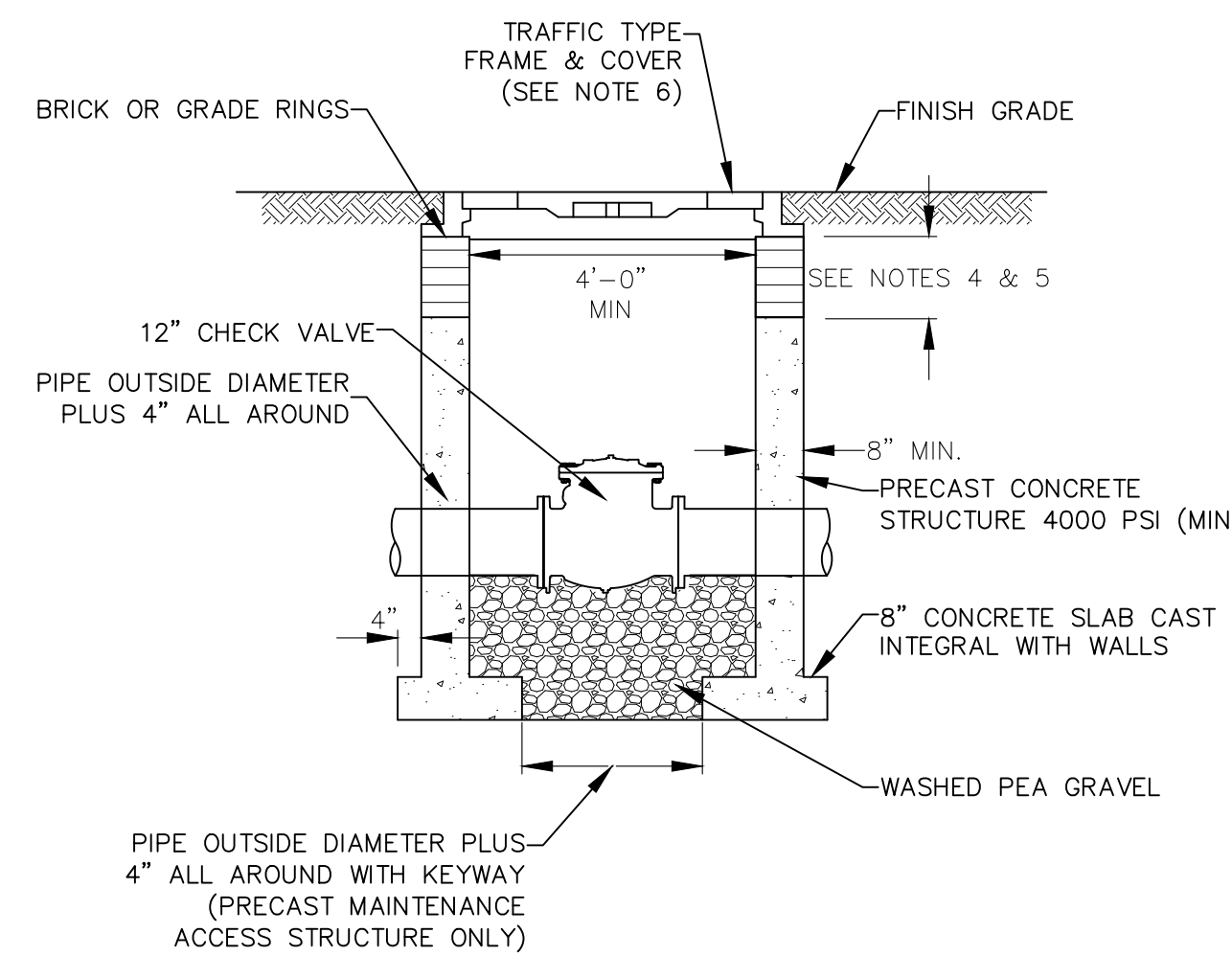
- NOTES:
- THE FIGURES IN THIS TABLE ARE BASED ON 150 PSI TEST PRESSURE WITH 2.5 FEET OF COVER AND SOIL WEIGHT OF 120 POUNDS PER CUBIC FOOT AGAINST UNDISTURBED TRENCH. A 20% SAFETY FACTOR HAS BEEN ADDED.
 - THE LENGTHS SHOWN ARE FOR NON-WRAPPED DUCTILE IRON PIPE ONLY. LENGTHS FOR ALL OTHER PIPE MATERIALS WILL HAVE TO BE CALCULATED.

CITY OF COOPER CITY ENGINEERING STANDARDS COOPER CITY, FLORIDA	SCALE: N.T.S. REVISED:	STANDARD WATER SUPPLY DETAIL RESTRAINED JOINT DETAIL	W-12
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CITY OF COOPER CITY ENGINEERING STANDARDS COOPER CITY, FLORIDA	SCALE: N.T.S. REVISED:	STANDARD SANITARY SEWER DETAIL TYPICAL VALVE SETTING	S-15
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- NOTES:
- REMOVE TEMPORARY CONNECTION AT CORPORATION STOPS ON NEW MAIN AFTER FILLING AND FLUSHING HAS BEEN COMPLETED.
 - DO NOT REMOVE TEMPORARY CONNECTION AT CORPORATION STOP ON NEW MAIN UNTIL ALL TESTING HAS BEEN COMPLETED.
 - COMPLY WITH ALL BROWARD COUNTY HEALTH DEPT. REGULATIONS.
 - PROVIDE ALL NECESSARY THRUST BLOCKS OR OTHER RESTRAINTS.



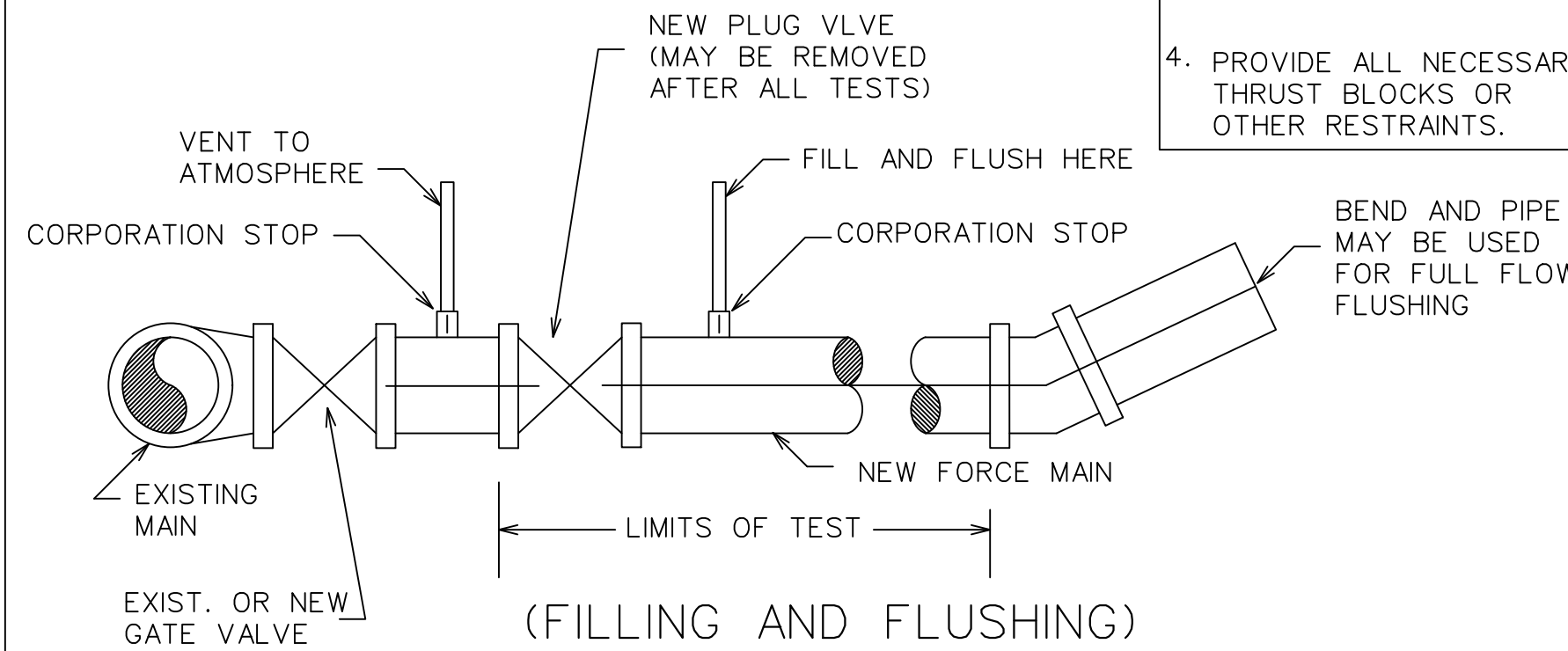
- LIFT HOLES ARE TO BE SEALED WITH MORTAR INSIDE AND OUTSIDE AFTER INSTALLATION.
- MAINTENANCE ACCESS STRUCTURE WALLS TO BE COATED INSIDE AND OUTSIDE WITH 16 MIL THICKNESS COAL TAR EPOXY.
- ALL OPENINGS SHALL BE SEALED WITH A WATERPROOF, EXPANDING GROUT. ACTUAL LOCATION AND MAINTENANCE ACCESS STRUCTURE FRAME ELEVATION SHALL BE DETERMINED BY ENGINEER BASED ON AS-BUILT SURVEY DATA.
- THE CHIMNEY AREA SHALL BE MINIMUM OF 4" AND A MAXIMUM OF 12" IN HEIGHT. A MINIMUM OF 3 COURSES OF BRICK SHALL BE INSTALLED.
- GRADE RINGS ARE AN ACCEPTABLE ALTERNATIVE TO BRICK. A MINIMUM OF 3 RINGS SHALL BE INSTALLED. SET IN TWO STRIPS OF SEALANT/ADHESIVE COMPOUND ON EACH SEALING FACE.
- SET MAINTENANCE ACCESS STRUCTURE FRAME ON A BED OF PORTLAND CEMENT AND SILICA SAND. BRING MORTAR UP OVER FRAME.

#004 CHECK VALVE AND STRUCTURE

N.T.S.

THIS IS ONLY FLUSHING METHOD APPROVED BY COOPER CITY UTILITIES AND FIRE DEPARTMENTS SINCE OTHER METHODS DO NOT REMOVE BIG ROCKS, CANS, BOTTLES, AND OTHER DEBRIS FROM MAINS. ALL FIRE HYDRANTS AND DETECTOR CHECK VALVES MUST BE INSPECTED AND TESTED TO ASSURE NO SUCH FOREIGN OBJECTS ARE IN THE FIRE FLOW.

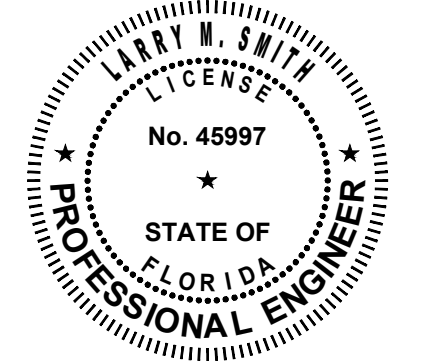
OTHER METHODS FOR FLUSHING MUST RECEIVE APPROVAL FROM THE UTILITY COMPANY.



#003 FILLING AND FLUSHING CONNECTION DETAIL

N.T.S.

REGISTRATION
LARRY M. SMITH, PE
REGISTRATION NO. 45997
DATE: 12/15/2022



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SEC Smith Engineering
Consultants, Inc.
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2161 Palm Beach Lakes Blvd., Suite 312
West Palm Beach, FL 33409
(561) 616-3911 Fax (561) 616-3912
www.smithengineeringconsultants.com

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PROJECT INFORMATION

**PUMP STATION #55
GENERATOR
REPLACEMENT**

COOPER CITY,
FLORIDA

PROJECT NUMBER
22-0016.00006

CLIENT PROJECT NUMBER

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DATE OF ISSUE
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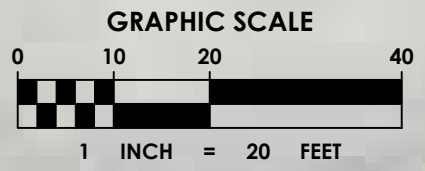
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**ELECTRICAL SITE
PLAN**

DRAWING NUMBER

E-1
01 OF 04



VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH
AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CONVERSION FACTOR:
NAVD88 + 1.60 = NGVD29 IN THIS AREA

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EXISTING CONDUIT TO LIFT STATION #1.
APPROXIMATELY 125'.

EXISTING CONDUIT
TO LIFT STATION #1.

EXISTING GENERATOR BUILDING

EXISTING GENERATOR FUEL TANK

NEW GENERATOR

LOCATE EXISTING LIFT STATION
CONDUIT AND EXTEND TO PUMP
STATION MCC.

NEW LIFT STATION CONDUIT
SEE RISER DIAGRAM SHEET E-2.

NEW CONDUITS. SEE
RISER DIAGRAM ON E-2.

EXISTING ATC

EXISTING MCC & VFD'S

EXISTING BOOSTER PUMP STATION

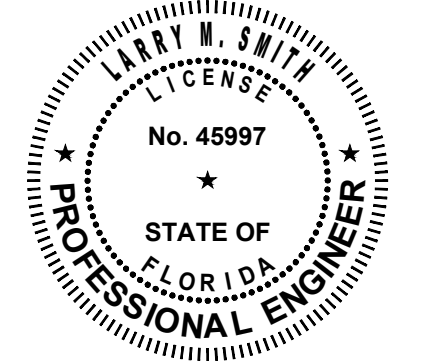
PHOTO 1

PHOTO 2

PHOTO 4

PHOTO 3

PHOTO 5



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COOPER CITY,
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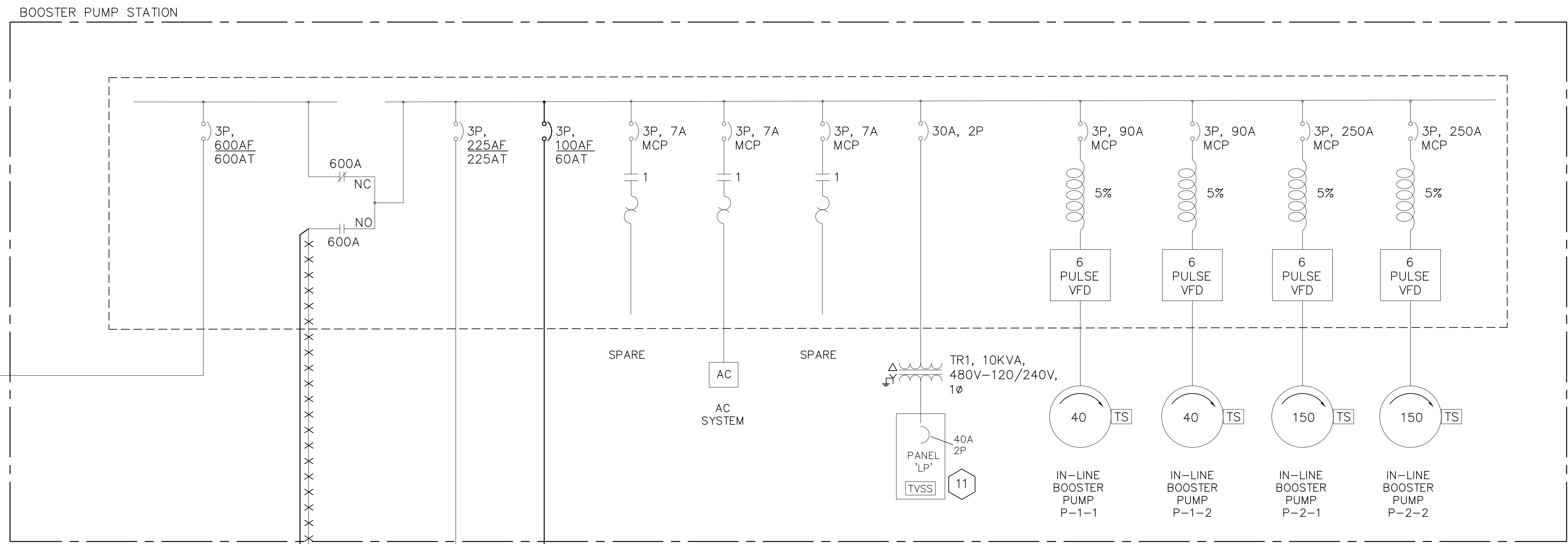
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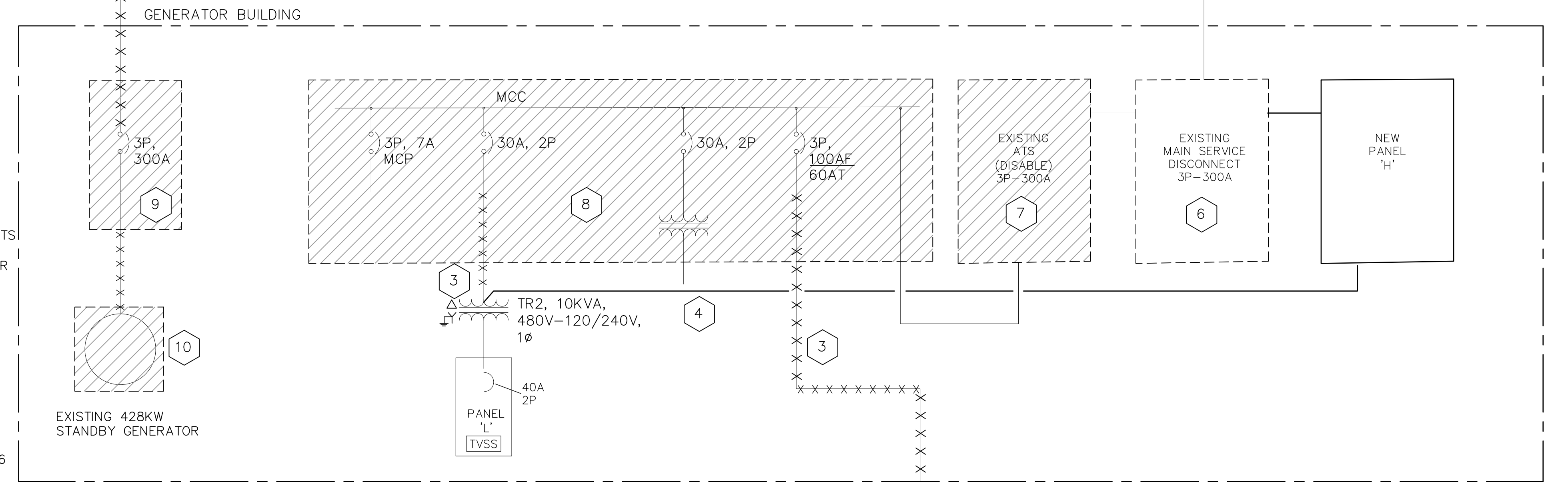
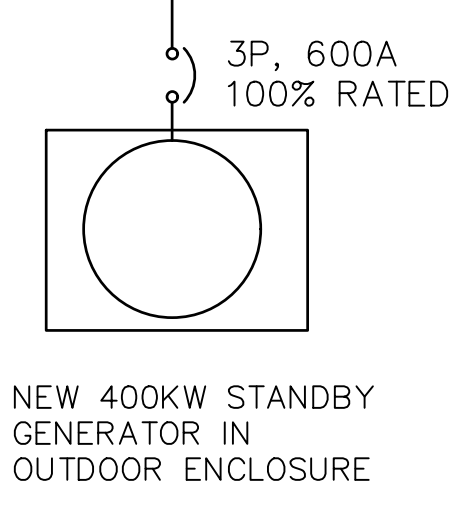
**ELECTRICAL ONE
 LINE DIAGRAM**

DRAWING NUMBER

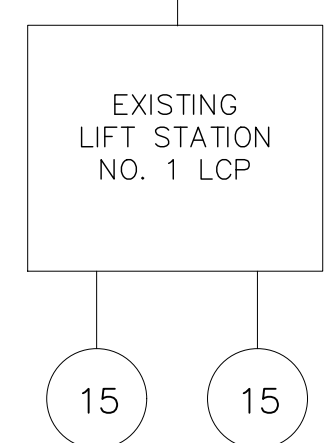
E-2
 02 OF 04



TO
 EXISTING
 FPL
 SERVICE



ONE LINE DIAGRAM MODIFICATIONS
 NO CHANGE IN LOAD



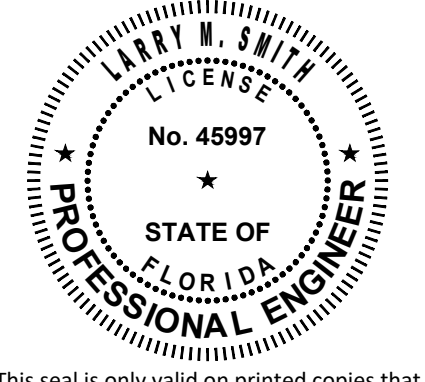
VERTICAL DATUM INFORMATION
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ELECTRICAL KEY NOTES:

- 1 EXISTING 3#350KCMIL & 1#4 CONDUCTORS SHALL BE DISCONNECTED AND REMOVED COMPLETELY.
- 2 CONTRACTOR SHALL PROVIDE AND INSTALL NEW CONDUIT FROM EXISTING ATS TO NEW GENERATOR LOCATION. PROVIDE AND INSTALL 2 SETS EACH WITH 3#350KCMIL, 1#1/0N & 1#1/0G IN 3" CONDUIT AND 10#14, 1#14EG-1" C FOR CONTROL AND 4#10 & 1#10EG-1" C FROM GENERATOR BATTERY CHARGER AND JACKET WATER HEATER TO EXISTING PANEL 'LP'. MAKE ALL CONNECTIONS NECESSARY FOR A COMPLETE WORKING SYSTEM IN PLACE.
- 3 CONTRACTOR SHALL DISCONNECT EXISTING WIRE AND REMOVE BACK TO SOURCE.
- 4 CONTRACTOR SHALL PROVIDE AND INSTALL NEW 2#8, 1#8G-1" C FROM EXISTING TRANSFORMER TO NEW PANEL "H". MAKE ALL CONNECTIONS NECESSARY FOR A COMPLETE WORKING SYSTEM IN PLACE.
- 5 CONTRACTOR SHALL DISCONNECT EXISTING WIRE FROM MCC IN THE GENERATOR BUILDING. LOCATE EXISTING CONDUIT AND EXTEND EXISTING 3#6 & 1#10G-1" C TO THE EXISTING MCC LOCATED IN THE PUMP STATION BUILDING. PROVIDE AND INSTALL NEW 3P-60A BREAKER IN EXISTING SPACE. PROVIDE NEW DOOR ON MCC. BREAKER SHALL MATCH EXISTING MCC AIC RATING. MAKE ALL CONNECTIONS NECESSARY FOR A COMPLETE WORKING SYSTEM IN PLACE.
- 6 CONTRACTOR SHALL REMOVE EXISTING MAIN CIRCUIT BREAKER AND INSTALL NEW 3P-225A-480V CIRCUIT BREAKER IN EXISTING ENCLOSURE. MAKE ALL NECESSARY CONNECTIONS FOR A COMPLETE WORKING SYSTEM IN PLACE.
- 7 CONTRACTOR SHALL DISCONNECT ATS AND REMOVE COMPLETELY.
- 8 CONTRACTOR SHALL DISCONNECT MCC WIRING AND REMOVE COMPLETELY.
- 9 CONTRACTOR SHALL DISCONNECT EXISTING BREAKER CABINET AND REMOVE COMPLETELY.
- 10 CONTRACTOR SHALL DISCONNECT EXISTING GENERATOR AND REMOVE COMPLETELY.
- 11 CONTRACTOR SHALL CONNECT BATTERY CHARGER TO EXISTING 1P-20A SPARE BREAKER AND THE JACKET WATER HEATER TO A NEW 2P-30A BREAKER IN EXISTING PANEL "LP". MAKE ALL CONNECTIONS NECESSARY FOR A COMPLETE WORKING SYSTEM IN PLACE. MATCH AIC RATING FOR BREAKER.



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PROJECT INFORMATION

**PUMP STATION #55
 GENERATOR
 REPLACEMENT**

COOPER CITY,
 FLORIDA

PROJECT NUMBER
 22-0016.00006

CLIENT PROJECT NUMBER

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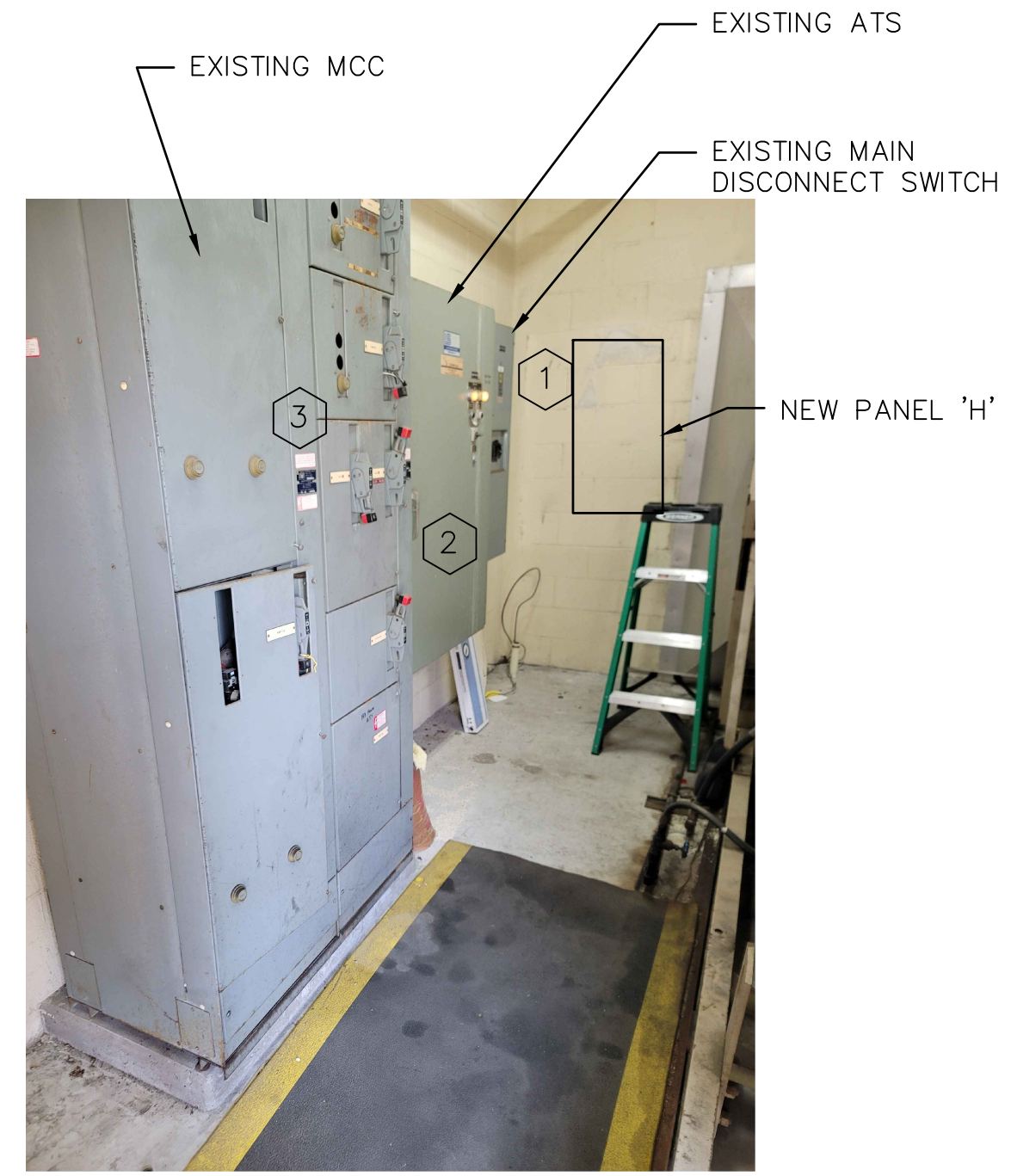
**ELECTRICAL
 DETAILS**

DRAWING NUMBER

E-3
 03 OF 04

ELECTRICAL KEY NOTES:

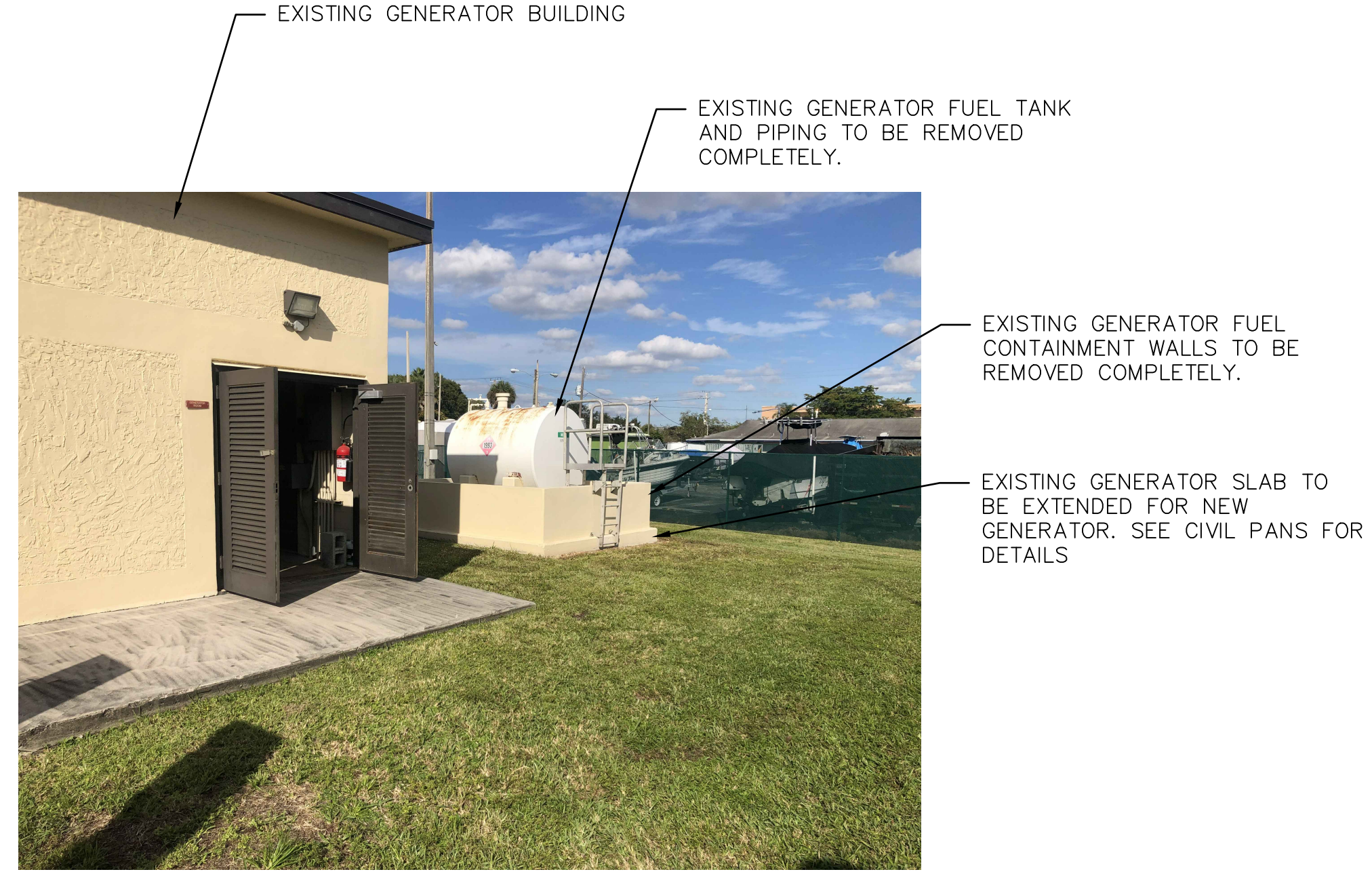
- 1 EXISTING MAIN DISCONNECT. SEE RISER ON DRAWING E-2 FOR MODIFICATIONS.
- 2 EXISTING ATS TO BE REMOVED COMPLETELY.
- 3 EXISTING MCC TO BE REMOVED COMPLETELY.
- 4 EXISTING GENERATOR TO BE REMOVED COMPLETELY.
- 5 EXISTING GENERATOR DAY TANK AND ALL PIPING TO BE REMOVED COMPLETELY.



GENERATOR BUILDING PHOTO 1



GENERATOR BUILDING PHOTO 2



GENERATOR BUILDING PHOTO 5



GENERATOR BUILDING PHOTO 3



GENERATOR BUILDING PHOTO 4

PANEL "H" (1)(2)																	
MOUNTING: SURFACE (NEW) VOLT: 480/277V, 3Ø, 3W																	
SHORT CIRCUIT RATING: 42K AIC MAIN BUS AMPS: 225 A																	
POLES: 30 MAIN BREAKER AMPS: MLO																	
FED FROM PANEL: MAIN DISCONNECT SWITCH MANUFACTURER/TYPE: SIEMENS, SQ-D, GE																	
CKT	LOAD SERVED	POLE	TRIP	WIRE	COND	AMPS 'A'	AMPS 'B'	AMPS 'C'	AMPS 'A'	AMPS 'B'	AMPS 'C'	COND	WIRE	TRIP	POLE	LOAD SERVED	CKT
1	SPARE	3	60						15.0	15.0		3/4"	10	30	2	TRANSFORMER TR2	2
3																	4
5																SPACE	6
7	SPACE															SPACE	8
9	SPACE															SPACE	10
11	SPACE															SPACE	12
13	SPACE															SPACE	14
15	SPACE															SPACE	16
17	SPACE															SPACE	18
19	SPACE															SPACE	20
21	SPACE															SPACE	22
23	SPACE															SPACE	24
25	SPACE															SPACE	26
27	SPACE															SPACE	28
29	SPACE															SPACE	30
CONNECTED AMPS =						0.0	0.0	0.0	15.0	15.0	0.0						
CONNECTED AMPS =						15.0	15.0	0.0	3.60 KVA								

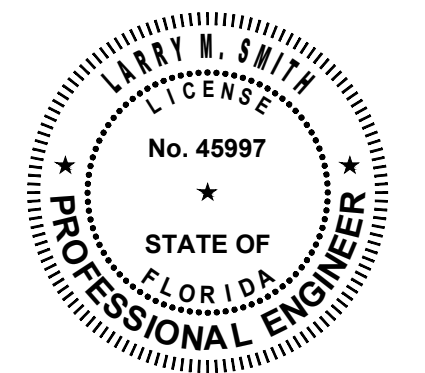
Note: (1) MAX 3% VD ON BRANCH CIRCUITS AS PER FBC
 (2) NEMA 1 ENCLOSURE

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REGISTRATION
 LARRY M. SMITH, PE
 REGISTRATION NO. 45997
 DATE: 12/15/2022



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PROJECT INFORMATION

**PUMP STATION #55
 GENERATOR
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COOPER CITY,
 FLORIDA

PROJECT NUMBER
 22-0016.00006

CLIENT PROJECT NUMBER

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**ELECTRICAL
 GENERAL NOTES**

DRAWING NUMBER

E-4
 04 OF 04

GENERAL NOTES AND SPECIFICATIONS:

1. THE SCOPE OF WORK SHALL CONSIST PRIMARILY OF THE FOLLOWING:
 - 1.A. PROVIDE AND INSTALL NEW SITE CONDUIT AND WIRING COMPLETE IN PLACE.
 - 1.B. PROVIDE AND INSTALL NEW GENERATOR COMPLETE IN PLACE.
 - 1.C. REMOVE EXISTING ELECTRICAL EQUIPMENT AS PER RISER DIAGRAM.
2. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO INSTALL THE ELECTRICAL SYSTEMS AS INDICATED ON THE DRAWINGS. ITEMS NOT SHOWN BUT OBVIOUSLY NECESSARY FOR COMPLETION OF THE WORK SHALL BE INCLUDED.
3. THE INSTALLATION SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE, LATEST ADOPTED NATIONAL ELECTRICAL SAFETY CODE, LOCAL CODES, CITY CODES AND THE 2020 (7TH EDITION) FLORIDA BUILDING CODE.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INSPECTIONS AND APPROVALS AND TO INCLUDE ALL FEES AS PART OF HIS BID IF NOT OTHERWISE NOTED. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE ENGINEER AND OWNER.
5. THE CONTRACTOR SHALL, BEFORE SUBMITTING HIS BID, VISIT THE SITE OF THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS. NO ALLOWANCE WILL BE MADE FOR EXISTING CONDITIONS OR FAILURE OF THE CONTRACTOR TO OBSERVE THEM.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH ALL LOCAL UTILITIES, INCLUDING THE POWER UTILITY TO MEET ALL OF THEIR INSTALLATION REQUIREMENTS. ALL FEES, LABOR, EQUIPMENT OR MATERIALS NECESSARY TO MEET THESE REQUIREMENTS IS TO BE INCLUDED IN THE BID. THE CONTRACTOR SHALL OBTAIN, DELIVER AND INSTALL ALL CONDUITS, PULL-BOXES AND EQUIPMENT AS REQUIRED BY THE UTILITIES TO THEIR SPECIFICATIONS. POWER UTILITY REPRESENTATIVE:
7. GROUNDING SHALL BE INSTALLED IN ACCORDANCE WITH NEC, ARTICLE 250. THE GROUNDING SYSTEM TEST SHALL NOT EXCEED A 48 HOUR SPAN DRY RESISTANCE OF 10 OHMS. ADDITIONAL GROUNDING TO MEET THIS REQUIREMENT SHALL BE INSTALLED AT NO EXTRA COST. GROUNDING AND BONDING CONNECTIONS SHALL NOT BE PAINTED. ALL GROUNDING CONNECTIONS SHALL BE EXOTHERMIC UNLESS SPECIFICALLY INDICATED OTHERWISE. AN EQUIPMENT GROUND WIRE SIZED PER NEC SHALL BE PULLED IN ALL ELECTRICAL CONDUITS, POWER AND CONTROL, WHETHER OR NOT INDICATED ON THE PLANS. GROUND SURROUNDING YARD FENCE AND ALL YARD LIGHTING FIXTURES WITH MINIMUM #4 STRANDED COPPER CONDUCTORS BELOW GRADE TO SITE GROUNDING GRID PER NFPA 54/70.
8. ALL EQUIPMENT AND MATERIAL SHALL BE UNUSED AND U.L. LISTED.
9. THE CONTRACTOR IS RESPONSIBLE TO TEST ALL SYSTEMS INSTALLED OR MODIFIED UNDER THIS PROJECT AND REPAIR OR REPLACE ALL DEFECTIVE WORK TO THE SATISFACTION OF THE ENGINEER AND OWNER.
10. ALL EQUIPMENT FURNISHED AND INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM DATE OF ACCEPTANCE.
11. COORDINATE ALL ELECTRICAL EQUIPMENT LOCATIONS AND VERIFY ALL OBSTRUCTIONS WITH ALL SUBCONTRACTORS AND EQUIPMENT SUPPLIERS PRIOR TO ANY INSTALLATION.
12. NOT ALL CONDUITS SHOWN ON RISER AND ONE-LINE DIAGRAMS ARE SHOWN ON BUILDING OR SITE LAYOUTS. CONTRACTOR SHALL SUPPLY ALL CONDUITS AND CABLES AS SHOWN ON RISER AND ONE-LINE DIAGRAMS. THE DRAWINGS ARE NOT INTENDED TO SHOW THE EXACT LOCATION OF CONDUIT RUNS. THESE ARE TO BE COORDINATED WITH THE OTHER TRADES SO THAT CONFLICTS ARE AVOIDED PRIOR TO INSTALLATIONS. ALL LOCATIONS OF EQUIPMENT, PANELS ETC. ARE SHOWN FOR ILLUSTRATION PURPOSES. CONTRACTOR SHALL VERIFY EXACT LOCATION AND SIZE AND INSTALL AS SUCH WITH CORRESPONDING CONDUIT STUB-UPS. SEE OTHER DISCIPLINE DRAWINGS FOR COORDINATION OF ALL DRAWINGS. ANY CONFLICTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION AND MOVEMENT OF CONDUITS OR OTHER ELECTRICAL EQUIPMENT SHALL BE ACCOMPLISHED WITHOUT ANY ADDITIONAL COST FOR THE OWNER. DRAWINGS ARE SCHEMATIC AND SHOWN FOR CLARITY.
13. ALL REFERENCES TO A PARTICULAR MANUFACTURER ARE GIVEN ON AN "APPROVED EQUAL" BASIS.
14. ALL EXCAVATIONS FOR CONDUITS AND HANDHOLES, NEAR EXISTING PIPING, CONDUIT AND EQUIPMENT SHALL BE HAND EXCAVATED AND COORDINATED WITH PLANT PERSONNEL.
15. MINIMUM DEPTH FROM TOP OF DUCTBANKS OR CONDUITS TO FINISHED GRADE SHALL BE 24" UNLESS OTHERWISE NOTED.
16. CONDUCTOR PULLING TENSIONS SHALL NET EXCEED MANUFACTURER'S RECOMMENDATION. CONTRACTOR SHALL INSTALL PULL BOXES TO MEET MANUFACTURER'S REQUIREMENTS.
17. MINIMUM DISTANCE ALLOWED BETWEEN POWER CONDUITS AND INSTRUMENTATION CONDUITS SHALL BE:

VOLTAGE	DISTANCE
4160V	3 FT
480V	2 FT
120V	1 FT
18. PROVIDE CONDUIT DUCT SEAL AT ALL CONDUIT ENDS.
19. ALL CONDUCTORS SHALL BE XHHW-2 COPPER. NO ALUMINUM ALLOWED UNLESS SPECIFICALLY INDICATED ON DRAWINGS.
20. COLORED WARNING TAPE 6" WIDE SHALL BE INSTALLED 8" BELOW FINISHED GRADE DIRECTLY ABOVE ALL UNDERGROUND YARD CONDUITS ACCORDING TO THE FOLLOWING SCHEDULE:
 POWER: RED
 ALL OTHER CONDUITS: GREEN
21. FLEXIBLE CONDUITS SHALL BE USED TO TERMINATE ALL MOTORS AND OTHER VIBRATING EQUIPMENT AND SHALL BE BETWEEN 18" AND 3' IN LENGTH.
22. ALL SPARE CONDUITS SHALL BE CAPPED WITH A PVC CAP AND A NYLON PULL STRING INSTALLED WITH IDENTIFICATION ON BOTH ENDS.
23. ALL TVSS SHALL BE INTEGRAL TO THE NEW EQUIPMENT SHOWN AND SUPPLIED AS ONE UNIT AND ONE U.L. ENTITY
24. CONTRACTOR SHALL RESTORE SIDEWALKS, ROADWAYS, SOD AND SPRINKLER SYSTEM PIPING TO MATCH EXISTING, AFTER THE COMPLETION OF THE CONDUIT AND PULLBOX INSTALLATION.
25. BRANCH CIRCUITS EXCEEDING 100 FT IN LENGTH SHALL BE WIRED WITH MINIMUM #10 AWG WIRES.
26. ALL ENCLOSURES OUTDOOR SHALL BE NEMA 4X 316 STAINLESS STEEL UNLESS OTHERWISE NOTED.
27. ALL CONTROL PANELS SHALL BE CONSTRUCTED BY A UL 508A APPROVED PANEL VENDOR AND SHALL BEAR A UL 508A LABEL ON THE PANEL.
28. INSTRUMENTATION IS LOW VOLTAGE SIGNALS SUCH AS 4-20MA, TELEPHONE COMMUNICATION, FIRE ALARM COMMUNICATION. POWER CONDUIT SHALL ONLY CROSS INSTRUMENTATION CONDUIT PERPENDICULARLY AT RIGHT ANGLES WITH 6" SEPARATION.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONDUIT AND WIRING INSTALLATION FOR ALL VENDOR PROVIDED EQUIPMENT (PACKAGE SYSTEMS). IF THE SHOP DRAWINGS DIFFER FROM THE DESIGNED FACILITIES, THE CONTRACTOR SHALL REDESIGN THE FACILITIES AND SUBMIT THE REVISED DESIGN FOR THE ENGINEER'S APPROVAL ALONG WITH THE SHOP DRAWINGS. THERE SHALL BE NO ADDITIONAL COST TO THE OWNER FOR THE REDESIGN NOR FOR ANY ADDITIONAL CONDUITS AND WIRING.
30. CONTRACTOR SHALL, WITHIN 30 DAYS AFTER THE DATE OF THE SYSTEM ACCEPTANCE, PROVIDE TO THE BUILDING OWNER RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING A SINGLE LINE DIAGRAM OF THE ELECTRICAL DISTRIBUTION SYSTEM AND RELATED FLOOR PLANS INDICATING THE LOCATION AND AREA SERVED FOR THE DISTRIBUTION.
31. CONTRACTOR SHALL PROVIDE TO THE OWNER AN OPERATING AND MAINTENANCE MANUAL IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION C405.4.4.2 OF THE 2020 FLORIDA BUILDING CODE - ENERGY CONSERVATION, INCLUDING ANY AMENDMENTS THERETO.
32. BELOW GRADE CONDUIT SHALL BE SCHEDULE 40 PVC CONDUIT. EXPOSED CONDUIT SHALL BE PVC SCHEDULE 80 UNLESS OTHERWISE NOTED.
33. ALL MOUNTING HARDWARE SHALL BE 316 STAINLESS STEEL.
34. CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL DEMO MATERIAL FROM SITE AND DISPOSE OF PROPERLY.

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TECHNICAL SPECIFICATIONS



CITY OF COOPER CITY LIFT STATION #55 GENERATOR REPLACEMENT AND FORCE MAIN BYPASS

October 2023

ENGINEER:



CHEN MOORE & ASSOCIATES
500 WEST CYPRESS CREEK ROAD – SUITE 630
FORT LAUDERDALE, FLORIDA 33309

<u>SECTION</u>	<u>TECHNICAL SPECIFICATIONS (Volume I)</u>	<u>PAGES</u>
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01025	Measurement and Payment	01025-1 - 01025-6
01060	Regulatory Requirements & Permits	01060-1
01090	Reference Standards	01090-1 - 01090-2
01152	Applications for Payment	01152-1 - 01152-2
01311	Schedules and Reports	01311-1 - 01311-12
01340	Shop Drawings, Product Data and Samples	01340-1 - 01340-5
01400	Quality Control	01400-1 - 01400-2
01505	Mobilization	01505-1
01530	Protection of Existing Facilities	01530-1 - 01530-3
01550	Site Access and Storage	01550-1 - 01550-2
01560	Temporary Controls	01560-1 - 01560-3
01570	Traffic Regulations	01570-1
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01710	Cleaning	01710-1 - 01710-2
01720	Project Record Documents	01720-1 - 01720-2
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03010	Concrete	03010-1 - 03010-5
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03200	Concrete Reinforcement	03200-1 - 03200-2
03300	Cast-In-Place Concrete	03300-1 - 03300-10
03370	Concrete Curing	03370-1 - 03370-2
DIVISION 5 – ELECTRICAL		
05005	Diesel-Electric Standby Power System	02010-1 - 04110-12

TECHNICAL PROVISIONS

PART 1 - GENERAL

1.01 SCOPE

- A. Work under this contract includes furnishing materials, labor, tools, equipment, supervision and incidentals necessary to construct infrastructure improvements.

1.02 GENERAL

- A. TECHNICAL SPECIFICATIONS consists of this section, Section 01005, described as TECHNICAL PROVISIONS, pages 01005-1 to 01005-5.
- B. CITY, OWNER and CONTRACT ADMINISTRATOR are described as one in the same and used interchangeably throughout this document.

1.03 ITEMS SPECIFIED ON DRAWINGS

- A. Items of material, equipment, machinery and the like may be specified on the Drawings and not in the Technical Specifications. The CONTRACTOR shall provide such items in accordance with the General Notes on the Drawings.

1.04 FIELD LAYOUT OF THE WORK AND RECORD DRAWINGS

- A. After completion of construction, the CONTRACTOR shall provide two sets of As-Built Drawings with all the As-Built information; all locations, coordinates, dimensions and elevations of the constructed facilities, certified, signed and sealed thereon by a Professional Surveyor and Mapper per Florida Statute 472.001-472.037. All elevations shall refer to N.A.V.D. 88 (North American Vertical Datum of 1988) and all state plane coordinates shall be NAD 83 (with 1990 adjustment). The cost of such field layout and recording work shall be the responsibility of the CONTRACTOR. The As-Built utility information shall meet the requirements of Cooper City.

1.05 SALVAGE

- A. Any existing equipment or material, including but not limited to electrical systems, valves, pipes, generator, couplings, etc., which is removed as a result of construction under this project may be designated as salvage by the CITY, and if so, shall be delivered clean to the CITY at a location directed by the CONTRACT ADMINISTRATOR. Any equipment or material not worthy of salvaging shall be disposed of by the CONTRACTOR at a suitable location in accordance with all applicable regulations, ordinances and laws at no additional cost to the CITY.

1.06 POWER

- A. The CONTRACTOR shall furnish and pay for all electrical power required for the construction, testing and trial operation, prior to final acceptance by the CITY.

1.07 WATER SUPPLY

- A. All water required for construction shall be furnished by the CITY and paid for by the CONTRACTOR. The purchase price shall be the prevailing rate. The quantity of water used shall be determined by reading the meter at the start and at the finish of construction. The CONTRACTOR shall make all arrangements and incur all expense involved in having the CITY furnish and install the necessary water meters. Each water service line shall be provided with a vacuum relief or backflow preventer which shall meet the requirements of ASA A40.6, latest

TECHNICAL PROVISIONS

revision, and the local administrative authority.

1.08 MAINTENANCE

- A. The CONTRACTOR shall fully cooperate at all times with the CITY in order to maintain the operation of the existing sewer system with the least amount of interference and interruption possible. The schedule plans and work of the CONTRACTOR shall at all times be subject to alteration and revision if necessary for public health and safety considerations. The creation of a public nuisance will not be permitted.
- B. It may be necessary to interrupt the operation of the existing sewer system. In all cases where the CONTRACTOR must cause an interruption, CONTRACTOR shall prepare and submit to the ENGINEER four (4) working days prior to commencing the work, a complete description of the proposed procedure and a time schedule, which CONTRACTOR will be required to guarantee. At least forty-eight (48) hours prior to the time proposed for starting the work, the ENGINEER will notify the CONTRACTOR whether or not the work will be permitted as proposed.
 - 1. The ENGINEER reserves the right to require the CONTRACTOR to work 24 hours per day in all cases where, in ENGINEER'S opinion, interference with operation of the system may result in dangerous health hazards or offensive conditions.
 - 2. In no case will the CONTRACTOR be permitted to interfere with the existing system until all materials, supplies, equipment, tools and incidentals necessary to complete the work are on the site. Backup equipment on key equipment items shall be required on work necessitating interference with the existing system.

1.09 SITE RESTORATION

- A. The CONTRACTOR shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled, or stabilized areas of driveways, and including all obstructions not specifically named herein, shall be repaired, or replaced, as determined by the ENGINEER. Site restoration shall be done in a timely manner as the work progresses.

1.10 SANITARY FACILITIES

- A. The CONTRACTOR shall provide temporary facilities at the site as directed by the ENGINEER.

1.11 STANDARDS

- A. Wherever in these TECHNICAL SPECIFICATIONS or in the drawings name and/or number refer to certain standards or regulations, the applicable publication shall be the latest revision thereof

1.12 QUALITY OF ITEMS

- A. All material furnished for this project shall be new and unused. Any material, which has become excessively weathered or damaged since manufacture, shall not be considered as new. ENGINEER shall be the sole judge as to what constitutes excessive weathering or damage.

1.13 TESTING

- A. The cost of test shall be the obligation of the CONTRACTOR and no extra charge shall be made

TECHNICAL PROVISIONS

to the CITY on account of such testing.

- B. The CONTRACTOR will select a recognized, independent testing laboratory to perform tests on concrete, reinforcing steel, soils and other materials for the construction phase, to determine conformity with the TECHNICAL SPECIFICATIONS. The CONTRACTOR shall supply the necessary samples for this testing without cost to the CITY. The costs for actual testing shall be paid by the CONTRACTOR.
- C. Construction in areas where installation and restoration must satisfy the additional requirements of a local, state or federal authority may require testing to demonstrate conformance. The CONTRACTOR shall ascertain the extent of testing required by regulatory agencies within these areas. The CONTRACTOR is responsible for performing such tests, including but not limited to, tests of compaction, and all costs for these tests shall be the obligation of the CONTRACTOR and no extra charge shall be made to the CITY on account of such testing.

1.14 BASIS OF MEASUREMENT

- A. Where conduit are to be paid for on a unit price per linear foot basis, the number of linear feet will be determined by measurement along the centerline of the pipe in place, including fittings. Square yardage will be determined by the actual number of square yards installed.

1.15 CONNECTION TO EXISTING SYSTEM

- A. The CONTRACTOR shall perform all work necessary to locate, excavate and prepare for connection to the existing systems as shown on the Drawings. The cost of this work and for the actual connection to the existing system shall be based upon the unit prices.

1.16 UTILITIES

- A. Existing utilities are shown on the Drawings insofar as information is reasonably available; however, it will be the responsibility of the CONTRACTOR to preserve all existing utilities whether shown on the Drawings or not. CONTRACTOR is directed to pothole ahead of utility installation to avoid conflict and/or damage to existing facilities. If utility conflicts are encountered by the CONTRACTOR during construction, CONTRACTOR shall give sufficient notice to their owners so that they may make the necessary adjustments. Damage to any utility, which in the opinion of the CITY is caused by carelessness on the part of the CONTRACTOR shall be repaired at the expense of the CONTRACTOR.

1.17 GUARANTEE

- A. The CONTRACTOR shall guarantee the equipment, material and labor performed under the Contract against any and all failures in proper use and operation for a period of one (1) year from date of written acceptance by the CITY.
- B. The CONTRACTOR shall also obtain warranties from manufacturers for each piece of equipment furnished so that the manufacturer's warranty fully covers the equipment for a period of one (1) year from the date of written acceptance by the CITY.

1.18 PERFORMANCE OF WORK

- A. The CONTRACTOR shall provide all personnel and equipment required to complete all work specified herein and on the Drawings. In an emergency situation, if the CITY determines that it must provide staff and/or equipment to assist the CONTRACTOR in the satisfactory

TECHNICAL PROVISIONS

performance of the Contract terms and conditions, the CONTRACTOR at the applicable prevailing wage rates specified in CITY Ordinance shall reimburse the CITY.

- B. CONTRACTOR shall provide forty-eight (48) hours advance written notice to the CITY for approval of CONTRACTOR'S intention to work overtime on weekdays or to work on the weekends.

1.19 BARRICADING (SAFETY)

- A. The CONTRACTOR shall be responsible for the furnishing and maintaining of all required barricades, either the lighted or the reflector type, to ensure the public's safety during open trench work or for any other potentially unsafe or hazardous construction activities. Barricades shall be located and displayed in conformance with the most stringent regulations required by the governing agencies. All costs for barricading, including any permits, shall be the responsibility of the CONTRACTOR.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01005

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE

- A. The WORK to be performed under this Contract shall consist of furnishing and installing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.
- B. The Lift Station #55 generator replacement project Contract Documents are comprised of two volumes and are summarized as follows:

- Volume I Front End Documents and Technical Specifications
- Volume II General Drawings and Standard Details

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work of this Contract comprises the construction of the infrastructure site work. The work will include but not be limited to site preparation, earthwork, walkway restoration, existing fuel tank removal and generator removal, concrete work, electrical work and construction, and installation of a new generation
- B. The location of the new generator will be at City of Cooper City’s public work department located at 9070 SW 51st St, Cooper City, FL 33328. The existing generator and fuel tank are located in the southeast corner of the property near the existing pump station #55 building.

1.03 NOTICE TO BIDDERS

- A. The successful bidder, in order to be considered responsive, must possess the appropriate License as described in Volume I of this document.
- B. Contractor shall have past experience with similar scale electrical utility projects for lift stations.

1.05 SITE INVESTIGATION

- A. The CONTRACTOR, by virtue of signing the Contract, acknowledges that CONTRACTOR and all subcontractors have satisfied themselves to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation; demolition, disposal, handling and storage of materials; access roads to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the CONTRACTOR to completely or properly evaluate the site conditions shall not be grounds for additional compensation.

1.06 WORK BY OTHERS

SUMMARY OF WORK

- A. Concurrent Work by Other CONTRACTORS. The CONTRACTOR'S attention is directed to the fact that other CONTRACTORS may conduct work at the site during the performance of the WORK under this Contract. The CONTRACTOR shall conduct its operations so as to cause little or no delay to WORK of such other CONTRACTORS, and shall cooperate fully with such CONTRACTORS to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.

1.07 WORK SEQUENCE

- A. The CONTRACTOR shall schedule and perform the work in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, and utilities. Prior to commencing with the WORK, CONTRACTOR shall perform a location investigation of existing underground utilities and facilities in accordance with Section 01530 entitled "Protection of Existing Facilities" and shall have obtained all required permits and permissions, CONTRACTOR shall also deliver written notice to the CITY and ENGINEER within 72 hours in advance of beginning work.

1.08 WORK SCHEDULE

- A. Time is of the essence in completing this project. Because time is of the essence the CONTRACTOR shall commit the necessary resources to this project to complete it in a timely manner. Those resources may include multiple working crews, working over time, etc. Because time is of the essence, the CONTRACTOR'S construction progress will be monitored closely on a weekly basis. The Construction progress will be measured with the construction schedule submitted by the CONTRACTOR. If the ENGINEER determines that the CONTRACTOR does not meet the CPM as specified in Section 01311, the CONTRACTOR will be required to commit those resources necessary to ensure the completion of the project in a timely manner including working overtime, adding other work crews, etc. All costs incurred to implement measure to complete the work in timely manner will be borne by the CONTRACTOR at no additional cost to the OWNER.

B. SCHEDULE

- 1. CONTRACTOR shall submit scheduling information for the work as required in Section 01311 "Schedules and Reports".
- 2. No separate payment shall be made for preparation and/or revision of the schedule.

1.09 COMPUTATION OF CONTRACT TIME

- A. It is the CONTRACTOR'S responsibility to provide clear and convincing documentation to the ENGINEER as to the effect additional work will have with respect to additional contract time extension that may be justified. If additional quantities of work can be carried out concurrent with other existing construction activities without disrupting the critical path of the project then no contract time extension will be granted. The CONTRACTOR is obligated to provide documentation to the ENGINEER if additional elements of work affect the critical path of the project. If work set forth in the original scope of the project is deleted, the contract time may be reduced. This contract is a calendar day contract. While the CONTRACTOR may be granted time to suspend work operations for vacations or holidays, contract time will not be suspended. During suspensions, the CONTRACTOR shall be responsible for all maintenance of traffic and liability without additional compensation from the CITY.

1.10 CONTRACTOR USE OF PREMISES

SUMMARY OF WORK

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations. The CONTRACTOR will arrange for storage of materials. A copy of an agreement for use of other property shall be furnished to the ENGINEER prior to its use.

1.11 PRE-CONSTRUCTION CONFERENCE

- A. After the award of Contract, a Pre-construction Work Conference will be held between the CONTRACTOR, the ENGINEER, the CITY, other interested Agencies, representatives of Utility Companies and others affected by the work. The ENGINEER will set the time and place of this conference. The CONTRACTOR shall bring to the conference a copy of the proposed work schedule for the approval by the ENGINEER of the proposed methods and manner of executing the work including sequences of operation and time schedule. The work shall be performed in accordance with such schedule or approved amendments thereto.

1.12 UTILITY LOCATIONS

- A. As far as possible, all existing utility lines in the project area have been shown on the plans. However, the CITY does not guarantee that all lines are shown, or that said lines are in their true location and the depicted size. It shall be the CONTRACTOR'S responsibility to identify and locate all underground or overhead utility lines or equipment affected by the project. No additional payment will be made to the CONTRACTOR because of discrepancies in actual and plan location of utilities and damages suffered as a result thereof.
- B. The CONTRACTOR shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. The CONTRACTOR shall pay for relocation of utilities for the convenience of the CONTRACTOR. The CONTRACTOR shall pay for all charges by utility companies for temporary support of its utilities. All costs of permanent utility relocations to avoid conflict shall be the responsibility of the CONTRACTOR and the utility company involved.
- C. The CONTRACTOR shall schedule and coordinate their work in such a manner that they are not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the CONTRACTOR for any loss of time or delay.
- D. All overhead, surface, and underground structures and/or utilities encountered are to be carefully protected from damage or displacement. All damage to said structures and/or utilities is to be completely repaired within a reasonable time; needless delay will not be tolerated. The CITY reserves the right to remedy any damage by ordering outside parties to make repairs at the expense of the CONTRACTOR. All repairs made by the CONTRACTOR are to be made to the satisfaction of the utility owner and shall be inspected by a representative of the utility owner and the ENGINEER.
- E. The CONTRACTOR should be aware of the Sunshine State One Call Center, which has a free locating service for CONTRACTORS and excavators. Within forty-eight hours before excavating, dial toll free 1-800-432-4770, and a locator will be dispatched to the work location. CONTRACTOR shall reasonably notify other utility companies not notified by Sunshine State One Call Center.
- F. The CONTRACTOR is responsible for compliance with any and all permit conditions.

SUMMARY OF WORK

- G. The CONTRACTOR shall obtain construction permit and applicable building and other permits from City jurisdictions within the project area, if required.

1.14 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

- A. The CONTRACTOR shall carefully protect from disturbance all survey monuments, stakes and bench marks, whether or not established by CONTRACTOR, and shall not remove or destroy any surveying point until it has been properly witnessed by the ENGINEER. All major survey monuments that have been damaged by the CONTRACTOR such as section corners, 1/4 section corners, property corners or block control points shall be replaced at the CONTRACTOR'S expense with markers of a size and type approved by the ENGINEER. The replacement shall be under the supervision of a Professional Surveyor and Mapper per Florida Statute 472.001-472.037, where directed by the ENGINEER.

1.15 EQUIPMENT

- A. All equipment necessary and required for the proper construction of all facilities shall be on the construction site, in first-class working condition.

1.16 STORAGE SITES

- A. The CONTRACTOR shall furnish, at CONTRACTOR's expense, properly zoned areas suitable for field office, material storage and equipment service and storage. No material may be stored in the public right of way without prior authorization by the agency having jurisdiction. The CONTRACTOR shall keep these areas in a clean and orderly condition so as not to cause a nuisance or sight obstruction to motorists or pedestrians.

1.17 EXCESS MATERIAL

- A. Upon direction of the ENGINEER, all vegetation, debris, concrete or other unsuitable materials shall be disposed of in areas provided by the CONTRACTOR and approved by the ENGINEER.

1.18 AUDIO-VISUAL PRECONSTRUCTION RECORD

A. General:

1. The CONTRACTOR shall engage the services of a professional electrographer. A responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation shall prepare the color audio-video DVD's.
2. Prior to beginning the work, the CONTRACTOR shall have a continuous color audio-video recording taken along the entire length of the project to serve as a record of preconstruction conditions. No construction shall begin prior to review and approval of the video covering the construction area by the ENGINEER. The ENGINEER shall have the authority to reject all or any portion of the videos not conforming to the specifications and order that it be redone at no additional charge. The CONTRACTOR shall reschedule unacceptable coverage within five days after being notified. The ENGINEER shall designate those areas, if any, to be omitted from or added to the audio-video coverage.

B. Digital Video Disk (DVD):

SUMMARY OF WORK

1. DVD's shall be new. Reprocessed DVD's will not be acceptable. They shall be interchangeable with the color DVD player and shall be compatible for playback with a standard player-receiver, DVD format. Any other format must be approved by ENGINEER.
2. CONTRACTOR shall provide the ENGINEER and the CITY with one complete set of DVD's for each project area.

C. Equipment:

1. All equipment, accessories, materials and labor to perform this service shall be furnished by the CONTRACTOR.
2. The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume and clarity and be free from distortion and interruptions.
3. The color video camera used in the recording system shall have a horizontal resolution of 300 lines at center, a luminance signal to noise ratio of 45 dB and a minimum illumination requirement of 25 foot-candles.

D. Recorded Information - Audio

1. Each DVD shall begin with the current date, project name and municipality and be followed by the general location, i.e., name of street, house address, viewing side and direction of progress. The audio track shall consist of an original live recording. The recording shall contain the narrative commentary of the electrographer, recorded simultaneously with the electrographer's fixed elevation video record of the zone of influence of construction.

E. Recorded Information - Video

1. All video recordings must, by electronic means, display continuously and simultaneously generated with the actual transparent digital information to include the date and time of recording, and station numbers as shown on the drawings. The date information shall contain the month, day and year. The time information shall contain the hour, minutes and seconds. Additional information shall be displayed periodically. Such information shall include, but not be limited to, project name, contract number, name of street, house address, direction of travel and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen.
2. All video recording shall be done during times of good visibility. No video recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.
3. The rate of speed of the vehicle used during video recording shall not exceed 10 miles per hour. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.
4. DVD coverage shall include all surface features located within the zone influence of construction supported by appropriate audio coverage. Such coverage shall include, but

SUMMARY OF WORK

not be limited to, existing driveways, sidewalks, curbs, pavements, ditches, mailboxes, landscaping, culverts, fences, signs and headwalls within the area covered.

F. Payment:

1. Compensation for the audio-video preconstruction record shall be included in the lump sum price bid for Mobilization.

1.22 ENVIRONMENTAL PROTECTION

- A. The CONTRACTOR shall furnish all labor and equipment and perform all work required for the prevention of environmental pollution during and as a result of the work under this contract. For the purpose of this contract, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life, affect other species of importance to humankind, or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, land and involves noise, solid waste management and management of radiant energy and radioactive materials, as well as other pollutants. Environmental pollution prevention shall be in accordance with NPDES requirements with no additional cost to the CITY.
- B. The CONTRACTOR shall take all steps necessary to protect water quality in the connected waters around the project and shall utilize such additional measures as directed by the ENGINEER. Silt screens adjacent to outfall construction shall not be removed until the turbidity of the affected waters is equal to or lower than the ambient turbidity of undisturbed segments of the surface water body. Any discharge into existing drainage facilities shall require the approval of the owner of the system. This may require the CONTRACTOR to obtain an engineered plan to be furnished at no additional cost to the CITY.

1.23 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. The CONTRACTOR shall provide all necessary traffic control devices in order to redirect, protect, warn or maintain existing vehicular and pedestrian traffic during the course of construction.
- B. TRAFFIC CONTROL
 1. The CONTRACTOR, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical. Convenience of the general public and of the residents adjacent to the work shall be provided for in a satisfactory manner, as determined by the ENGINEER.
 2. The CONTRACTOR shall furnish a sufficient number of protective devices to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the ENGINEER shutting down the work until the CONTRACTOR provides the necessary protection.

1.25 BASIS OF PAYMENT

1.26 APPLICATION FOR PAYMENT FOR STORED MATERIALS

- A. Application for payment for stored materials may not be made by the CONTRACTOR.

SUMMARY OF WORK

1.27 SPECIAL CONDITIONS FOR CONSTRUCTION BY OTHER AGENCIES

- A. It will be the CONTRACTOR'S responsibility to coordinate construction schedules with other contractors so as to minimize disruptions, and inconveniences. The project site shall be safe at all times for construction workers and residents.

END OF SECTION 01010

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SCOPE

- A. Payment for various items of the Item Response Form, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor operations and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Item Response Form, and all costs therefore shall be included in the prices named in the Item Response Form for the various appurtenances needed to complete the items of work.
- B. Payment for the various items of the Item Response Form shall constitute full compensation for CONTRACTOR's superintendent at the job site full-time during construction, for furnishing and installing all work, including generator, concrete restoration, conduits, wire, electrical panel, all earthwork, trench excavation as shown on the Drawings, removal and disposal of waste, unsuitable and excess material, and restoration of all improvements incidental to construction for which there are no other bid items;. No additional payment will be made for performing required tests and the furnishing of accurate as-builts.
- C. Payment for all bid items shall constitute full compensation for the complete installation of each bid item. The work shall include all bid items to be completed, tested and ready for acceptance by the appropriate government agency.
- D. No separate payment for pavement restoration will be made unless specifically shown on the plans, called out in the Item Response Form, or directed by the ENGINEER.

1.02 REMOVE AND DISPOSE OF EXISTING ELECTRICAL SYSTEM (ITEM # 1)

- A. Measurement and payment for removing and disposing of existing electrical system will be based upon a lump sum price of the full removal of all existing components of the existing generator system as shown in the drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for removing and disposing of existing electrical system will be made at the lump some price and detailed on the drawings which price shall constitute full removal of all components of the existing generator, fuel tank, electrical panel, generator breaker panel, existing generator day tank, fuel tank piping, mounting hardware, wires, and conduit.
- C. Contractor is responsible of obtaining all necessary permits including any environmental fees and work to remove existing fuel systems.

1.03 REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK (ITEM # 2)

- A. Measurement for payment to remove and dispose of existing concrete sidewalk will be based upon the actual number of square yards of such concrete sidewalk actually removed, all in accordance with the Contract Documents.

MEASUREMENT AND PAYMENT

- B. Payment for removal and disposal of existing concrete sidewalk will be made at the unit price per square yard of concrete sidewalk named in the Item Response Form which price shall constitute full compensation for saw cutting (as necessary), the removal and disposal of such concrete sidewalk. Thickness of existing concrete sidewalk may vary, removal will be paid at the square yard cost, no additional compensation will be made for thickness.

1.04 REMOVE EXISTING FUEL CONTAINMENT STRUCTURE (ITEM # 3)

- A. Measurement for payment to remove the existing concrete fuel containment structure will be based upon a lump sum unit price for the removal of the entire existing concrete fuel containment structure, all in accordance with the Contract Documents.
- B. Payment to remove the existing concrete fuel containment structure will be made at the unit lump sum price named in the Item Response form which price shall constitute full compensation for the removal of the existing concrete walls and base pad of the structure. Concrete shall be removed in complete and will include but is not limited to the removal of all foundation, footers, cutting of wall, rebar removal, and rebar grinding.
- C. Inclusive of temporary wall or barrier to be installed following wall removal to ensure environmental security in walled area prior to removal of existing fuel tank.
- D. This item also includes removal and disposal of the existing fuel tank and fuel lines that connect the generator to the fuel tank.

1.05 CONCRETE SIDEWALK RESTORATION (ITEM # 4)

- A. Measurement and payment for concrete sidewalk restoration will be based upon the actual number of square yards of such sidewalks constructed as shown in the drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for concrete sidewalk restoration will be made at the unit price per square yard and detailed on the drawings which price shall constitute full compensation for completing said work, including removing and disposing of existing concrete sidewalk, all earthwork, compaction of subgrade, backfilling of sidewalk, construction of the 4 - 6 inch thick concrete sidewalk, furnishing and setting for expansion joint material, furnishing and installing 1 inch PVC sleeve for existing irrigation connections as directed by ENGINEER, disposal of excess material, restoration/replacement of sod disturbed to equal condition as existing, and the appurtenant items for which separate payment is not specifically included in the Item Response Form.

1.06 FURNISH AND INSTALL 24-INCH CONCRETE GENERATOR PAD (ITEM # 5)

- A. Measurement and payment for furnishing and installing a 24-inch concrete generator pad will be based upon a lump sum price for the installation of the concrete pad as shown in the drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing a 24-inch concrete generator pad will be based upon a lump sum price for the installation of the concrete pad and detailed on the drawings which price shall constitute full compensation for completing said work, including all fill required to meet detail requirements, earthwork, compaction of subgrade, backfilling, construction of the 24- inch thick concrete pad, construction of footings, installation of connection points to the proposed generator, furnishing and setting for expansion joint material, furnishing and installing all necessary reinforcement, any Dowling and connecting to existing concrete slab, disposal of excess material, restoration/replacement of sod disturbed to equal condition as existing, and the

MEASUREMENT AND PAYMENT

appurtenant items for which separate payment is not specifically included in the Item Response Form.

1.07 FURNISH AND INSTALL SOD (ITEM # 6)

- A. Measurement for payment for furnishing and installing sod will be based upon the number of square yards of sod actually installed, all in accordance with the requirements of the Contract Documents.
- B. Payment for sod will be made at the unit price per square yard of sod and shall constitute full compensation for furnishing and installing the sod matching existing type and maintaining sod for 30 days. No additional compensations will be made for the type of sod installed or watering and maintaining sod for 30 days after installation.

1.08 EXISTING IRRIGATION SYSTEM RESTORATION (ITEM # 7)

- A. Measurement for payment for irrigation system restoration will be based upon a lump sum price for the restoration of the existing irrigation system. As such, the actual quantity may not equal the estimated quantity and no additional compensation will be granted.
- B. Irrigation systems shall be restored with coverage matching that prior to construction, pipe and sprinklers matching the size and type of the existing pipe and sprinkler heads, and necessary adapters, coupling at each end splicing the restored pipe in place and connecting to existing sleeves underneath the sidewalk. If irrigation system is to be partially abandoned, then that which is being abandoned shall be removed, and the remaining exposed pipes shall be capped and protected. All work shall meet the approval of the ENGINEER.

1.09 FURINSH AND INSTALL P401 DIP FORCE MAIN (ITEM # 8 & 9)

- A. Measurement for payment for furnishing and installing force main pipe will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place at 36 inches minimum cover or more to avoid other underground utilities.
- B. Payment for furnishing and installing force main pipe will be made at the unit price per linear foot of pipe complete and in place including all clearing and grubbing, remove and stockpile limerock, pipe, connections to existing pipe, unloading, sheeting, excavation, trench protection and trench safety, dewatering, laying, backfilling, compaction, pressure testing, flushing and temporary blow off with full cannon. As-builts for newly installed force mains must be provided before compensation for said force main will be approved.

1.10 FURNISH AND INSTALL 12" PLUG VALVE (ITEM # 10)

- A. Measurement for payment to furnish and install plug valves will be based upon actual quantity, each, of such plug valves furnished and installed, all in accordance with the requirements of the Contract Documents. Test valves will not be compensated for under this line item.
- B. Payment for furnishing and installing plug valves will be made at the unit price, each, which price shall constitute full compensation for the completed installation of the valve, including valve, valve box and extension to surface, 2 inch brass ID disk with all restrain glands. No additional compensation will be granted for installation of side mounted valves as directed by the Engineer.

1.11 FURNISH AND INSTALL 12" CHECK VALVE (ITEM # 11)

MEASUREMENT AND PAYMENT

- A. Measurement for payment to furnish and install check valves will be based upon actual quantity, each, of such check valves furnished and installed, all in accordance with the requirements of the Contract Documents.
 - B. Payment for furnishing and installing check valves will be made at the unit price, each, of check valve, excavation, dewatering, any form and amount of shoring, backfill and compaction, rock bedding for structure, epoxy coating, testing, and construction of the reinforced concrete structure with ring and cover.
- 1.12 FURNISH AND INSTALL FORCE MAIN FITTINGS (ITEM # 12)
- A. Measurement for payment to furnish and install force main fittings, unless specifically listed separately, shall be at the unit bid price per ton for such fittings, including but not limited to crosses, tees, bends and elbows of all angles and radius, concentric and eccentric reducers, offsets, wyes, true wyes, sleeves, plugs, caps, restraining glands and gaskets, base bends, base tees, reducing flanges, mega lugs, fillers and connecting pieces, furnished all in accordance with the Contract Documents.
 - B. Payment for furnishing and installing force main fittings complete and in place shall be at the unit bid price per ton and shall include furnishing, storing, transporting and installing the fittings.
- 1.13 CONNECT TO EXISTING FORCE MAIN (ITEM # 13)
- A. Measurement and payment for performing all connections to existing force mains will be based on the actual quantity, each, of such connection made all in accordance with the Contract Documents.
 - B. Payment for connecting to existing force main shall be made at the unit price, each, which shall constitute full compensation for all materials (regardless of size) and labor needed to complete connection which shall include but is not limited to valves, fittings, spool pieces, corporation stops, saw cutting, removal and disposal of existing piping and fittings to prepare for connection and filling and flushing of main. All coordination needed for force main shut offs shall be responsibility of the CONTRACTOR and is included in the scope of this item.
- 1.14 FURNISH AND INSTALL 12 INCH X 12 INCH TAPPING SLEEVE AND VALVE (ITEM # 14)
- A. Measurement for payment to furnish and install tapping sleeve and valve will be based upon the actual quantity, each, of such connections made all in accordance with the contract documents.
 - B. Payment for furnishing and installing tapping sleeve and valve shall be made at the unit price, each, which shall constitute full compensation for all materials (regardless of force main size) and labor needed to complete connection which shall include but is not limited to valves, fittings, spool pieces, corporation stops, removal and disposal of existing piping and fittings to prepare for connection and filling and flushing of main.
- 1.15 FURNISH AND ISNTALL 400KW GENERATOR IN OUTDOOR ENCLSURE & 2,500 GALLON FUEL TANK (ITEM # 15)
- A. Measurement for payment for furnish and installing 400 KW generator in outdoor enclosure and fuel tank will be based upon a lump sum price all in accordance with the Contract Documents.
 - B. Payment for furnishing and installing 400 KW generator in outdoor enclosure will be based upon

MEASUREMENT AND PAYMENT

a lump sum price for furnishing and install as detailed on the drawings which price shall constitute full compensation for completing said work, including all connecting generator to concrete pad, material and labor to install electrical system, necessary permits, inspections, grounding, record drawings.

- C. Fuel tank shall be 2,500 gallons. All work to connect fuel tank to generator shall be included in this line item.

1.16 FURNISH AND INSTALL CONDUIT & WIRE (ITEM # 16)

- A. Measurement and payment for furnishing and installing conduit & wire will be based upon a lump sum price for the installation of all wire and conduit for the new generator and connection to existing systems as shown in the drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and installing conduit & wire will be made at the lump sum for all work detailed on the drawings which price shall constitute full compensation for completing said work, including excavation, concrete coring, concrete wall patching, obtaining all permits and inspections, conduits, pull-boxes, grounding, testing, cables, backfilling, compaction, conduit duct seal, and other material and labor not shown but obviously necessary for completion of the work.

1.17 Furnish and Install New Electrical Panel 'H' (ITEM # 17)

- A. Measurement and payment for furnishing and installing new electrical panel 'H' will be based upon a lump sum price for the installation of the electrical panel as shown in the drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing and install new Electrical Panel 'H' will be made at the lump sum price for all work detail on the drawings which price shall constitute full compensation for completing said work, including mounting panel, electrical wire improvements and/or extensions, junction boxes, splicing necessary wires, testing, and other material and labor not shown but obviously necessary for completion of the work.

1.18 MISCELLANEOUS ELECTRICAL MATERIALS (ITEM # 18)

- A. Measurement for payment for Miscellaneous Electrical Materials will be based on a lump sum price and include all materials not described or shown in the Contract Documents.

1.19 RELOCATE EXISTING LIFT STATION #01 ELECTRICAL SERVICE TO PUMP STATION MCC (ITEM #19)

- A. Measurement and payment to relocate existing lift station #01 electrical service to the pump station MCC will be based upon a lump sum price for the installation of all wire and conduit for the relocation as shown in the drawings, all in accordance with the requirements of the Contract Documents.
- B. Payment to relocate existing lift station #01 electrical service to the pump station MCC will be made at the lump sum for all work detailed on the drawings which price shall constitute full compensation for completing said work, including excavation, concrete coring, concrete wall patching, obtaining all permits and inspections, conduits, pull-boxes, grounding, testing, cables, backfilling, compaction, conduit duct seal, and other material and labor not shown but obviously necessary for completion of the work.

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1.20 MOBILIZATION (ITEM # 20)

- A. See Section 01505, "Mobilization" for payment limitations.
- B. Payment for mobilization will be made at the lump sum price. An initial lump sum partial payment of 40% of the Mobilization bid item amount shall be made upon completion of items #1-10 as outlined in Section 01505 Paragraph 1.01A. Payment of the remaining 60% for mobilization will be made in equal monthly lump sum amounts for the duration of the original contract time.

1.21 MAINTENANCE OF TRAFFIC (ITEM # 21)

- A. See Section 01570 "Traffic Regulations" and all other references to traffic control and maintenance in this document and any regulatory requirements.
- B. Payment for maintenance of traffic will be made at the lump sum price named in the Item Response Form. Payment for maintenance of traffic will be made in equal monthly lump sum amounts for the duration of the original contract time.

1.22 PERFORMANCE AND PAYMENT GUARANTY AND INSURANCE (ITEM # 22)

- A. Payment for Performance and Payment Guarantee and Insurance will be made at the lump sum price named in the Item Response Form. The CONTRACTOR may request payment for this bid item after the Initial Notice to Proceed has been issued.
- B. Performance and Payment Guarantee and Insurance are limited to 3% of the Total Bid Price. Any amount in excess of 3% will be moved to Line-Item No. 3. However, the total bid amount will not change. The 3% ceiling on Performance and Payment Guarantee and Insurance is not responsiveness, just an instruction on the amount the CITY will pay for Performance and Payment Guarantee Insurance.

PART 2 - PRODUCTS (Not Applicable)
PART 3 - EXECUTION (Not Applicable)
END OF SECTION 01025

REGULATORY REQUIREMENTS & PERMITS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. CONTRACTOR shall comply with all building codes appropriate to the project, including those of:
 - 1. National Electric Code.
 - 2. Florida Building Code. (Latest Revision)
- B. CONTRACTOR shall comply with these codes, laws, regulations, rules, directives of all agencies, boards, districts, and governmental bodies having jurisdiction.
- C. CONTRACTOR shall obtain and pay the cost of all building permits, fees, tie-in or connection charges associated with the project.
- D. Any and all engineering permits listed below have been or are being obtained from the corresponding agencies by the CITY. The CONTRACTOR is responsible for compliance with any and all permit conditions. In the event that the CITY must obtain permits in addition to those listed below, the CONTRACTOR shall not have any claim for damages arising from any delay caused by the CITY obtaining said additional permits.
 - 1. Broward County Environmental Permitting Division – Construction of Domestic Wastewater License
- E. The CONTRACTOR shall obtain a construction permit and applicable building and all other permits from the CITY, county, state, and jurisdictions within the project area, if required.
- F. Contractor is responsible for applying for a tank modification permit with Broward County/FDEP prior to removing existing 1,000 gallon above ground fuel tank and installing new 2,500 gallon tank. The contractor will also be required to register new tank with FDEP once installed.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01060

REFERENCE STANDARDS**PART 1 GENERAL****1.01 GENERAL**

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- C. Specialists, Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also, they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all work specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents.
- B. References herein to "Building Code" shall mean "Florida Building Code". References to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Conference of the Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.
- D. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein.

REFERENCE STANDARDS

- E. Applicable Standard Specifications: References in the Contract Documents to "Standard Specifications" or SSPWC shall mean the Standard Specifications for Public Works Construction, 1991 Edition.
- F. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- G. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.03 REGULATIONS RELATED TO HAZARDOUS MATERIALS

- A. The CONTRACTOR is responsible that all work included in the Contract Documents, regardless if shown or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other Federal, State, and Local Regulations governing the storage and conveyance of hazardous materials, including petroleum products.
- B. Where no specific regulations exist, all chemical, hazardous, and petroleum product piping and storage in underground locations must be installed with double containment piping and tanks, or in separate concrete trenches and vaults, or with an approved lining which cannot be penetrated by the chemicals, unless waived in writing by the OWNER.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01090

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to OWNER in accordance with the schedule established by Conditions of the Contract and Agreement between OWNER and CONTRACTOR.

1.02 RELATED REQUIREMENTS

- A. Contract between OWNER and CONTRACTOR: Progress Payments, Retainage and Final Payment.
- B. All applicable sections of the Specifications.

1.03 FORMAT AND DATE REQUIRED

- A. Submit itemized applications typed on AIA Document G702, Application and Certificate for Payment, and continuation sheet G702A or equivalent.

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 - a. Round off values to nearest dollar, or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
 - a. List by Change Order Number, and description, as for an original component item of work.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER or the OWNER's Representative requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
 - 1. Project.

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APPLICATIONS FOR PAYMENT

- 2. Application number and date.
- 3. Detailed list of enclosures.
- B. Submit one copy of data and cover letter for each copy of application.
- 1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT
 - A. Fill in Application form as specified for progress payments.
 - B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 Contract Closeout.
- 1.07 SUBMITTAL PROCEDURE
 - A. Submit Applications for Payment to OWNER at the times stipulated in the Agreement.
 - B. When OWNER finds Application properly completed and correct, OWNER will transmit a copy of the certificate for payment to the CONTRACTOR.
- 1.08 PROGRESS AS-BUILT DRAWING INFORMATION
 - A. Submit with each progress payment application progress as-built drawing information current to the date of the submittal date with verification by the OWNER's Representative. As-builts shall be submitted with both digital and hard copies. See section 01720 for details.
- 1.09 OTHER PROVISIONS
 - A. The CONTRACTOR shall not be permitted to invoice for quantities of work beyond those contained in the contract and all previously approved change orders. Invoice for partial payment shall not be accepted by OWNER as complete without the following:
 - 1. Certificate of payment to subcontractors.
 - 2. Updated Construction Schedule: Five hard copies and one electronic copy.
 - 3. As-Built Drawings are to be in accordance with Part 1.08 of this Section.
 - 4. Construction schedule progress report in accordance with Section 01311.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01152

SCHEDULES AND REPORTS**PART 1 - GENERAL****1.01 GENERAL REQUIREMENTS**

- A. The Work under this Contract shall be planned, scheduled, executed, reported and accomplished using the Critical Path Method (hereinafter referred to as CPM), in calendar days, unless otherwise specifically provided in the Contract Documents.
- B. The primary objectives of the CPM scheduling requirements are: (1) to insure adequate planning and execution of the Work by CONTRACTOR; (2) to assist Owner in evaluating progress of the Work; (3) to provide for optimum coordination by CONTRACTOR of their trades, Subcontractors and Suppliers, and of their Work with the work or services provided by any separate Contractors; (4) to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work; and (5) to provide a mechanism or tool for use by the Owner, ENGINEER and CONTRACTOR in determining and monitoring any actions of the CONTRACTOR which may be required in order to comply with the requirements of the Contract Documents relating to the completion of the various portions of the Work by the Specific Dates specified in the Contract Documents.
- C. CONTRACTOR is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The construction Schedule shall represent the CONTRACTOR's best judgment of how they will prosecute the Work in compliance with the Contract requirements. CONTRACTOR shall ensure that the Construction Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require.
- D. CONTRACTOR shall consult with their principal Subcontractors and Suppliers relating to the preparation of their construction plan and Construction Schedule. Principal Subcontractors and CBE Subcontractors shall receive copies of those portions of CONTRACTOR's Construction Schedule, which relate to their work and shall be continually advised of any updates or revisions to the Construction Schedule as the Work progresses. When CONTRACTOR submits their Construction Schedule to the Owner or makes any proposed updates or revisions to such Schedule, CONTRACTOR shall consult with and obtain the concurrence of their CBE and principal Subcontractors and Suppliers. Tasks to be performed by CBE Subcontractors must be clearly noted on the schedule. CONTRACTOR shall be solely responsible for ensuring that all Subcontractors and Suppliers comply with the requirements of the Construction Schedule for their portions of the Work.
- E. CONTRACTOR will provide the basic data relating to activities, durations and sequences of construction and shall develop and deliver to the Owner and ENGINEER the draft of the Construction Schedule. This data shall reflect the CONTRACTOR's actual construction plan for the Project, and shall fully comply with all requirements of the Contract Documents.
- F. When there are separate Contractors working concurrently on the Project whose work must interface or be coordinated with the work of separate contractors, CONTRACTOR shall coordinate their activities with the activities of the separate Contractors and shall, prior to the submission of their Construction Schedule to the Owner and ENGINEER, obtain written approval of their Construction Schedule by the separate Contractors. If CONTRACTOR is unable to obtain such written approval by the separate Contractors after their best efforts to do so, or if a conflict occurs that cannot be resolved by mutual agreement between CONTRACTOR and any separate CONTRACTOR, the Owner shall make a determination of the schedule, which shall be binding upon CONTRACTOR and the separate Contractors.

SCHEDULES AND REPORTS

- G. The CONTRACTOR shall be responsible for providing the services required for the basic drafting and computerization of CONTRACTOR's data for CONTRACTOR's initial Construction Schedule, in accordance with the requirements of this Contract. The CONTRACTOR shall use Primavera Suretrack, Project Manager 3 or approved equal computer program for development and maintenance of the schedule.
- H. To carry out the intent of this Section, CONTRACTOR agrees that the orientation session, as described in Subparagraph 1.02-B, shall not be grounds for any claim by CONTRACTOR or any of their Subcontractors or Sub-Subcontractors of alleged interference, lack of cooperation, delay disruption, negligence or hindrance by Owner or ENGINEER, and CONTRACTOR covenants not to sue therefore.
- I. It is understood and agreed that the Construction Schedule is to represent CONTRACTOR's best plan and estimate for the Work; however, CONTRACTOR acknowledges that the Construction Schedule may have to be revised from time-to-time as progress proceeds. CONTRACTOR further acknowledges and agrees that the Owner does not guarantee that: (1) CONTRACTOR can start work activities on the "early start" or "late start" dates or complete work activities on the "early finish" or "late finish" dates shown in the schedule, or as same may be updated or revised; (2) CONTRACTOR can proceed at all times in the sequence established by the utilization of only the resources and labor they initially plans for the performance of the work; (3) CONTRACTOR's Construction Schedule will not have to be modified in order to obtain the agreement of any separate Contractors to the schedule; or (4) CONTRACTOR's Construction Schedule will not have to be modified or changed by direction of the Owner. Any changes, modifications or adjustments made by CONTRACTOR to the Construction Schedule shall be in full compliance with all requirements of the Contract Documents.
- J. The CONTRACTOR acknowledges and agrees that their Construction Schedule must be flexible in order to accommodate and allow for their coordination with the operations of the Owner and the work of separate contractors relating to the Project. The Owner and ENGINEER will review the CONTRACTOR's Construction Schedule for compatibility with Owner operations and the work of separate contractors. CONTRACTOR agrees to hold meetings with the Owner, ENGINEER and separate contractors to resolve any conflicts between CONTRACTOR's Construction Schedule and the operations of the Owner or work of separate contractors. CONTRACTOR agrees to fully cooperate with Owner and separate contractors to resolve such conflicts and to revise their Construction Schedule as reasonably required.
- K. In order to maintain the orderly progress of the work performed on the Project, the Owner shall have the right to determine, in their sole discretion, the priority between the Work performed by CONTRACTOR and the work of any separate contractors or Owner's operations; this decision shall be final and binding and shall not be a cause for extra compensation or an extension of time, except where an extension of time is granted because of a delay for which CONTRACTOR is otherwise entitled to an extension under the Contract Documents. Provided, however, that this right shall not be exercised by the Owner unless: (1) the determination is necessary, in the opinion of the Owner, because of Project conditions; and (2) CONTRACTOR and any separate contractors cannot otherwise agree upon such priority of schedule construed as relieving the CONTRACTOR of their obligation to cooperate with any separate contractors on the Project.
- L. If CONTRACTOR's Construction Schedule indicates that Owner or a separate CONTRACTOR is to complete an activity or perform certain preceding work by a particular date, or within a certain duration, Owner or any separate contractor shall not be bound to said date or duration unless Owner expressly and specifically agrees in writing to same. The review and approval or acceptance by Owner of the Construction Schedule or any other schedule or plan of

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construction of CONTRACTOR, does not constitute an agreement by Owner of any start or finish date in the schedule or specific durations or sequences for activities of the Owner or any separate contractor; provided, however, that nothing herein shall be construed as modifying or changing, or excusing the performance of CONTRACTOR of required portions of the Work by the Specific Dates as set forth in the Contract Documents.

- M. The Specific Dates set forth in the Contract Documents represent only the major items of Work and may include interface dates with the operations of the Owner, the work of separate contractors or others. Specific Dates are Contract requirements and are of the essence to this Contract and to the coordination of the Work by CONTRACTOR. Specific Dates represent the latest allowable start or completion time for those portions of the Work to which each Specific Date relates. The Specific Dates are not intended to be a complete listing of all Work under this Contract or of all interfaces with work performed by other separate contractors, the Owner or others. CONTRACTOR shall determine the time requirements for all such interfaces and shall be responsible for planning, scheduling and coordinating the Work in order to complete in accordance with those requirements.
- N. It is understood and agreed that should the Owner and ENGINEER provide CONTRACTOR, at CONTRACTOR's request, with any services, advice or counsel relating to the scheduling or coordination of the Work or any other matter that: (1) Owner and ENGINEER shall not be liable to CONTRACTOR for any errors, omissions, negligence or deficiencies which may in any way occur because of same; (2) such services, advice or counsel are provided solely as aids in the development by CONTRACTOR of a representation of CONTRACTOR's actual construction plan and schedule in accordance with the requirements of the Contract Documents, and Owner and ENGINEER shall not be liable to CONTRACTOR should CONTRACTOR rely on such services, advice or counsel to their detriment; (3) such services, advice or counsel shall not relieve CONTRACTOR of any responsibility under the Contract for all construction means, methods, techniques, coordinating all portions of the Work; and (4) any services provided by the Owner and ENGINEER or the lack or alleged untimeliness thereof will not in any way take the place of or relieve the CONTRACTOR of full responsibility for compliance with all requirements of the Contract Documents, including, but not limited to the obligation to complete the Work within the Specific Dates set forth in Contract Documents.
- O. Approval or acceptance by the Owner of the CONTRACTOR's Construction Schedule, or any revisions or updates thereto, is advisory only and shall not relieve the CONTRACTOR of the responsibility for accomplishing each portion of the Work within each and every applicable Specific Date. Omissions and errors in the approved or accepted Construction Schedule, or any revisions or updates shall not excuse performance, which is not in compliance with the Contract. Approval by the Owner in no way makes the Owner an insurer of the reliability, accuracy or feasibility of the Construction Schedule nor liable for time or cost overruns flowing from such omissions or errors. It is understood and agreed that CONTRACTOR cannot rely upon any informal or constructive acquiescence or approval of the Construction Schedule by Owner has any right or power to agree to any schedule commitment or obligation on the part of Owner except as set forth expressly in the Contract Documents.
- P. Should CONTRACTOR intend or plan to complete the Work, or any portion thereof, earlier than any applicable Specific Date or the Contract Time, CONTRACTOR shall give timely and reasonable notice of this fact to Owner and ENGINEER. Owner shall have the sole discretion to agree to or reject such early completion plan by CONTRACTOR. Owner shall have no duty or obligation to agree to, or to cooperate with CONTRACTOR regarding any early completion plan or proposal by CONTRACTOR and shall not be liable for any damages of CONTRACTOR because of the rejection by Owner of said plan.

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- Q. Unless otherwise specifically provided in the Contract Documents, CONTRACTOR acknowledges that Owner has contemplated in Owner’s planning and approval of the schedule, and in Owner’s budgeting for professional services, that the Work will be performed on a 5-day work week basis, utilizing a single 8-hour shift per day. Owner shall have the sole discretion of approving or rejecting a variance in the workweek, number of shifts, or shift length. Unless otherwise agreed by Owner, CONTRACTOR shall bear the cost of, and pay the Owner, for additional staff and supervisory personnel, including but not limited to the services of ENGINEER necessary to support any variance in the contemplated work week, number of shifts or shift length.

1.02 POST AWARD ACTIVITIES

- A. Upon receipt by CONTRACTOR of the Notice to Proceed, and until the Construction Schedule is approved by the Owner, CONTRACTOR shall proceed with CONTRACTOR’s Work in accordance with the Provisional Preliminary Network of CONTRACTOR which was included as part of the CONTRACTOR’s bid.
- B. Orientation Session: CONTRACTOR shall, upon notification from the Owner, attend an orientation session relating to the Schedules and Reports requirements for this Project. This orientation meeting is designed to assist the CONTRACTOR in planning the Work and in developing the Construction Schedule. This session will normally be held within three (3) days after the date of the Notice to Proceed or the Notice of Award of Contract by Owner (whichever occurs first) and will be conducted by the Owner. CONTRACTOR shall arrange for CONTRACTOR’s project manager and Superintendent, major Subcontractors and Suppliers, and any scheduling engineers that CONTRACTOR may employ to attend the orientation session.
- C. Among other things, the Owner and ENGINEER will review: the objectives of the Schedules and Reports requirements; the procedures and requirements for the preparation of the Construction Schedule and Schedule of Values by CONTRACTOR; how the requirements of the Contract Documents will be monitored and enforced by the Owner; long-lead items and time requirements for work by Subcontractors will be identified. It is understood and agreed that the ENGINEER has no authority to waive any requirements of the Contract Documents at this orientation meeting, and all requirements of the Contract Documents remain applicable to CONTRACTOR’s work whether or not discussed at this session.
- D. Should CONTRACTOR or CONTRACTOR’s principal Subcontractors and Suppliers fail or refuse to attend this orientation session, Owner shall have the right to terminate CONTRACTOR for default pursuant to the provisions of the General Contracts.

1.03 DRAFT OF CONSTRUCTION SCHEDULE

- A. Within fifteen (15) days of the orientation session, (even though CONTRACTOR may not have completed subcontractor negotiations and executed subcontracts) the CONTRACTOR, in consultation with the Owner and ENGINEER, shall complete a draft of CONTRACTOR’s time-scaled network graphic and work schedule.
 - 1. Except for procurement requirements, CONTRACTOR shall differentiate activities of the Schedule so that no single activity shown has a duration longer than fourteen (14) calendar days, unless the Owner, in Owner’s sole discretion, shall approve a longer duration for certain activities.
 - 2. The Construction Schedule shall represent the CONTRACTOR’s best judgment and intended plan for completion of the Work in compliance with Specific Dates listed in the

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Contract Documents and the Contract Time. The Construction Schedule shall take into account all foreseeable activities to be accomplished by any separate contractors, and interface dates with utility owners, the Owner's operations and others. The Construction Schedule shall anticipate all necessary labor and resources to accomplish the activities within the durations set forth in the Construction Schedule.

- B. Owner shall have seven (7) days to approve the draft schedule information and shall have the right to require the CONTRACTOR to modify any CONTRACTOR data or any portion of the CONTRACTOR's Construction Schedule, Schedule of Values or Recovery Schedule, as herein required, with CONTRACTOR bearing the expense thereof, which the Owner reasonably determines to be: (1) impracticable; (2) based upon erroneous calculations or estimates; (3) unreasonable; (4) required in order to ensure proper coordination by CONTRACTOR of the work of their Subcontractors and with the work or services being provided by any separate Contractors; (5) necessary to avoid undue interference with the Owner's operations or those of any utility owners or adjoining property owners; (6) necessary to ensure completion of the Work by the Specific Dates set forth in the Contract Documents; (7) required in order for CONTRACTOR to comply with the requirements of the Contract Documents or (8) not in accordance with the CONTRACTOR's actual operations.
- C. The Owner and ENGINEER will be available during normal working hours to consult with the CONTRACTOR should questions arise while the CONTRACTOR assembles the information required for the Construction Schedule.

1.04 CONSTRUCTION SCHEDULE

- A. Within ten (10) days after approval of the Construction Schedule draft by the Owner, based on the data submitted by the CONTRACTOR, the CONTRACTOR will provide a final draft time-scaled graphic network of activities and computer listing of all activities included in the Construction Schedule. The graphic representation and computer printouts shall be carefully reviewed by the Owner and discussed at a meeting with the CONTRACTOR for the purpose of finalizing the schedule. Any additions and/or deletions to these documents that are desired by the Owner will be brought to the attention of the CONTRACTOR within three (3) days. The CONTRACTOR shall, if consistent with the requirements of the Contract Documents, incorporate the Owner's revisions and shall deliver the completed Construction Schedule and computer reports to the Owner for review and acceptance within seven (7) days.
- B. CONTRACTOR shall submit as a part of the data submitted to the Owner and ENGINEER a narrative report indicating anticipated allocation by CONTRACTOR of the following resources and work shifts for each activity which they propose to be utilized on the Project:
 - 1. Labor resources;
 - 2. Equipment resources;
 - 3. Whether CONTRACTOR proposes the Work to be performed on single, double or triple shifts, and whether it is to be done on a 5-, 6- or 7-day workweek basis. If the CONTRACTOR chooses any work schedule other than the 8-hour day, 5-day workweek, and approved by the Owner, any overtime costs shall be borne by the CONTRACTOR.

1.05 SCHEDULE OF VALUES

- A. Within ten (10) days after completion of the Construction Schedule the CONTRACTOR shall

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submit to the Owner a Schedule of Values for review by the Owner, allocating a dollar value for the activities on the Construction Schedule. The dollar value for the activity shall be the cost of the work of the activity including labor, materials, and pro rata contribution of General Conditions requirements, overhead and profit. The sum of all activity costs shall equal the total Contract Sum. The CONTRACTOR shall revise the Schedule of Values as necessary to gain the approval of the ENGINEER and the Owner.

- B. The activity cost for the Schedule of Values shall be coded with a cost code corresponding to the trade, subcontractor or Supplier performing the work so that subtotals for each division of the Work can be prepared.
- C. The Schedule of Values shall, in the best judgment of the CONTRACTOR, represent a fair, reasonable and equitable dollar (cost) allocation for each activity on the Construction Schedule.
- D. The CONTRACTOR will provide, within seven (7) days after approval of the Schedule of Values, a computer listing of all cost-loaded activities for Owner and ENGINEER's review.

1.06 CONSTRUCTION SCHEDULE CONTENT

- A. The Construction Schedule shall consist of a time-scaled, detailed network graphic representation of all activities that are part of the CONTRACTOR's construction plan and an accompanying computerized mathematical analysis of these activities. The graphic network shall include, but not be limited to, the following information:
 - 1. Project Name
 - 2. Activities of completed work ready for use by next trade, owner, etc.
 - 3. Activities relating to different areas of responsibility, such as subcontracted work, which is distinctly separate from that being done by the CONTRACTOR directly;
 - 4. Different categories of work as distinguished by craft or crew requirements;
 - 5. Different categories of work as distinguished by equipment requirements;
 - 6. Different categories of work as distinguished by materials;
 - 7. Distinct and identifiable subdivisions of work such as structural slabs, beams, columns;
 - 8. Locations of work within the Project that necessitates different times or crews to perform;
 - 9. Outage schedules for existing utility services that will be interrupted during the performance of the Work;
 - 10. Acquisition and installation of equipment and materials, supplies and/or installed by the Owner or separate contractors;
 - 11. Material to be sorted on site; and
 - 12. Specific Dates.
- B. For all major equipment and materials to be fabricated or supplied for the Project, the Construction Schedule shall show a sequence of activities including:

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1. Preparation of Shop Drawings and sample submissions;
 2. A reasonable time for review of Shop Drawings and samples or such time as specified in the Contract Documents:
 3. Shop fabrication, delivery, and storage;
 4. Erection or installation; and
 5. Testing of equipment and materials.
- C. The Construction Schedule shall include late completion dates for the Work that is no later than the required Specific Dates. The time-scaled graphic network shall be drawn based upon the early start dates of activities shown on the graphic.
- D. All activity durations shall be given in calendar days.
- 1.07 CONTRACTOR APPROVAL AND CERTIFICATION
- A. Approval by CONTRACTOR of the drafting and computerization of the Construction Schedule and the Schedule of Values shall be signified by the CONTRACTOR by signing the following certification:
- "The undersigned CONTRACTOR certifies that the Construction Schedule which is comprised of the graphic network of activities displayed on the sheets dated _____ and of the computerized mathematical reports dated _____ is the CONTRACTOR's Construction Schedule as required by the Contract Document; and that said Schedule is a true and accurate representation of CONTRACTOR's plan of construction for the Work and fully complies with the requirements of the Contract Documents. The CONTRACTOR further certifies that CONTRACTOR will prosecute the work in accordance with this schedule, subject to any change therein which is implemented in accordance with the Contract Documents; and the undersigned acknowledges that this Schedule shall be the instrument by which progress of the work shall be monitored, and together with the dollar value assigned to each activity, shall be the basis of monthly payments in accordance with the Contract Documents; and CONTRACTOR certifies they have fully complied with all of the requirements of the Contract Documents relating to coordination of said Schedule with separate contractors."
- 1.08 UPDATING OF CONSTRUCTION SCHEDULE/PROGRESS REPORTS
- A. On or about the dates specified, CONTRACTOR shall arrange for CONTRACTOR's project manager and superintendent to meet at Project Site with the Owner and ENGINEER to review CONTRACTOR's report of actual progress prepared by CONTRACTOR. Said report shall set forth up-to-date and accurate progress data, shall be based upon CONTRACTOR's best judgment and shall be prepared by CONTRACTOR in consultation with all CBE and principal Subcontractors and suppliers.
- B. The progress report of CONTRACTOR shall show the activities or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining durations and/or estimated completion dates for activities currently in progress.
- C. The CONTRACTOR will produce a computerized update work sheet for approval by the Owner as a part of this process.

SCHEDULES AND REPORTS

- D. CONTRACTOR shall submit a narrative report with the updated progress analysis which shall include, but not be limited to a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule, if required, as further described herein. The report shall also include:
1. A narrative describing actual work accomplished during the reporting period;
 2. A list of major construction equipment used on the Work during the reporting period and any construction equipment idle during the reporting period.
 3. The total number of personnel by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel;
 4. A labor and equipment forecast for the succeeding thirty (30) days, stating the total number of personnel by craft, and separately stating such total as to office, supervisory and field personnel;
 5. A list of CONTRACTOR supplied materials and equipment, indicating current availability and anticipated job site delivery dates;
 6. Changes or additions to CONTRACTOR's supervisory personnel since the preceding progress report.
- E. The CONTRACTOR will provide initial computer reports and monthly reports thereafter, in accordance with the following:
1. Schedule Reports: Initial and subsequent Schedule Reports will contain the following minimum information for each activity:
 - a. Activity number, description and estimated duration in days.
 - b. Early and late finish dates.
 - c. Percentage of each activity completed as of each report.
 - d. Remaining float/days behind schedule.
 - e. Responsibility for activity. Actual start and finish dates shall be indicated for each activity, as appropriate. Dummies and completed activities will be omitted from remaining Float and Late Start Sorts.
 2. Cost Reports: Initial and subsequent Cost Reports will include the following information for each activity, sorted by trade activity:
 - a. Activity number and description;
 - b. Percentage of value of Work in place against total value;
 - c. Total cost of each activity;
 - d. Value of Work in place since last report;
 - e. Value of Work in place to date;
 - f. Value of uncompleted Work.
 3. As part of the updating process, the CONTRACTOR'S computer will calculate, based upon progress data provided by CONTRACTOR and agreed to by the Owner, the value of work done for each activity based on percentage complete for each activity less the amount previously paid for past percentages completed. Summation of all values of each activity less the appropriate percent of retainage shall be the amount payable to

SCHEDULES AND REPORTS

the CONTRACTOR, provided that CONTRACTOR has complied with all requirements of the Contract Documents.

- F. CONTRACTOR shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by CONTRACTOR so that the progress of construction shall be maintained according to the currently approved Construction Schedule for the Work. CONTRACTOR shall notify the Owner and ENGINEER in writing, and in a timely and reasonable manner, whenever CONTRACTOR determines or anticipates that the delivery date of any material or equipment to be furnished by CONTRACTOR will be later than the delivery date indicated by the Construction Schedule, or required consistent with the completion requirements of this Contract, subject to schedule updates as herein provided.
- G. CONTRACTOR shall ensure that the critical path runs through on-site activities and that off-site activities do not control the critical path of the Construction Schedule.

1.09 INITIAL PROGRESS PAYMENT

- A. The completed Construction Schedule, including the Schedule of Values, will be required for each Application for Payment. However, one initial provisional progress payment may be payable in the sole discretion of Owner if Owner determines the CONTRACTOR is complying with these Schedules and Reports provisions during the development of the Construction Schedule and Schedule of Values as required herein and represented to be true by the ENGINEER. However, no more than one Application for Payment will be approved until all of the requirements of these Schedules and Reports provisions have been met.

1.10 RECOVERY SCHEDULE

- A. Should the updated Construction Schedule show at any time during CONTRACTOR's performance, in the sole opinion of the Owner, that the CONTRACTOR is fourteen (14) or more days behind schedule for any Specific Date, or should CONTRACTOR be required to undertake actions under Article 40 of the General Conditions hereof, the CONTRACTOR shall prepare a Recovery Schedule at no additional cost to the Owner (unless the Owner is solely responsible for the event or occurrence which has caused the schedule slippage) explaining and displaying how CONTRACTOR intends to reschedule the Work in order to regain compliance with the Construction Schedule during the immediate subsequent pay period.
- B. If the CONTRACTOR believes that all of the time can be recovered during the subsequent pay period the CONTRACTOR will be permitted to prepare a Recovery Schedule as set forth below. However, if the CONTRACTOR believes it will take more than thirty (30) days to recover all of the lost time, CONTRACTOR shall prepare and submit a request for revision to the Construction Schedule and comply with all of the requirements for a Schedule Revision.
 - 1. The CONTRACTOR shall prepare and submit to the Owner and ENGINEER a one-month maximum duration Recovery Schedule, incorporating best available information from Subcontractors and others, which will permit return to Construction Schedule at the earliest possible time. The CONTRACTOR shall prepare a Recovery Schedule to same level of detail as the Construction Schedule for a maximum duration of one month. This Recovery Schedule shall be prepared in coordination with other separate contractors on the Project.
 - 2. Within two (2) days after submission of Recovery Schedule to the Owner and ENGINEER, CONTRACTOR shall participate in a conference with the Owner and ENGINEER to review and evaluate the Recovery Schedule. Within two (2) days of

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conference, the CONTRACTOR shall submit the revisions necessitated by the review for the Owner and ENGINEER's review and approval. The CONTRACTOR shall use the approved Recovery Schedule as their plan for returning to the Construction Schedule.

3. CONTRACTOR shall confer continuously with the Owner and ENGINEER to assess the effectiveness of the Recovery Schedule. As a result of this conference, the Owner will direct the CONTRACTOR as follows:
 - a. If the Owner determines the CONTRACTOR is still behind the schedule the Owner will direct the CONTRACTOR to prepare a Schedule Revision and comply with all of the requirements of a Schedule Revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of the Owner as provided elsewhere in the Contract Documents.
 - b. If the Owner determines the CONTRACTOR has successfully complied with provisions of the Recovery Schedule, the Owner will direct the CONTRACTOR to return to the use of the approved Construction Schedule.

1.11 SCHEDULE REVISIONS

- A. Should CONTRACTOR desire to or otherwise be required under the Contract Documents to make modifications or changes in CONTRACTOR's method of operation, the sequence of Work or the durations of the activities in the Construction Schedule, CONTRACTOR shall do so in accordance with the requirements of the Contract Documents. The Owner must approve revisions to the approved Construction Schedule in writing.
- B. CONTRACTOR shall submit requests for revisions to the Construction Schedule to the Owner and ENGINEER, together with written rationale for revisions and description of logic for rescheduling work and maintaining the Specific Dates listed in the Contract Documents. Proposed revisions acceptable to the Owner will be incorporated into next update of Construction Schedule. CONTRACTOR shall pay the Owner for costs incurred by the Owner for the revisions.
- C. If there are separate contractors on the Project, prior to the submission by the CONTRACTOR of their proposed schedule revisions, CONTRACTOR shall meet with and gain written approval of the separate contractors to make the revisions which shall be evidenced by the signatures of said separate contractors on the proposed schedule revisions. If accepted by the Owner the revisions shall be binding upon CONTRACTOR and all separate contractors on the Project.
- D. In submitting any proposed schedule revisions to the Owner and ENGINEER, CONTRACTOR shall submit therewith the following certification:

"The undersigned CONTRACTOR certifies that the proposed schedule revision to the Construction Schedule which comprised of the graphic network of activities displayed on the sheets dated _____ and of the computerized mathematical reports dated _____ is CONTRACTOR's schedule revision to the Construction Schedule as required by the Contract Documents; and that said schedule revision is a true and accurate representation of CONTRACTOR's plan to complete the Work, including all Change Orders that are in the CONTRACTOR's possession as of the foregoing date, and fully complies with the requirements of the Contract Documents. The CONTRACTOR further certifies that CONTRACTOR will prosecute the Work in accordance with this schedule revision, subject to any change therein which is implemented in accordance with the Contract Documents; and CONTRACTOR further

SCHEDULES AND REPORTS

certifies that CONTRACTOR has met and coordinated with and obtained the approval of said schedule revision by all separate contractors, as evidenced by CONTRACTOR's signature thereon; and CONTRACTOR further certifies they have fully complied with all of the requirements of the Contract Documents relating to coordination of said Schedule with separate contractors."

1.12 FLOAT TIME

- A. Float or slack time associated with one chain of activities is defined as amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the Construction Schedule. Float or slack time shown on the Construction Schedule is not for exclusive use or benefit of either the Owner, ENGINEER or the CONTRACTOR and is available for use by either of them according to whichever first needs the use or benefit of the float to facilitate the effective use of available resources and to minimize the impact of project problems, delays or Changes in the Work which may arise during performance. CONTRACTOR specifically agrees that the Owner or ENGINEER may use float time in conjunction with their review activities or to resolve for any modification of the Specific Dates or an extension of the Contract Time or a claim for additional compensation as a result of any Project problem.

- B. Float time shown on the Construction Schedule shall not be used arbitrarily by CONTRACTOR in a manner, which, in the opinion of the Owner and ENGINEER, unnecessarily delays separate contractors from proceeding with their work in a way which is detrimental to the interests of the Owner. Any conflict between contractors, or schedules or available and/or necessary work of Contractors, which may result in a delay on that Contractor performing work on this Project, shall be referred to the City for resolution. If CONTRACTOR refuses to perform Work which is available and necessary to be performed in order to not delay any separate contractors and the City has provided resolution to any conflicts, the Owner may, regardless of the float shown on the Construction Schedule to be available for the path of activities which encompasses said Work, terminate the CONTRACTOR for default pursuant to the General Conditions of this Contract.

1.13 CONTRACTOR'S ORGANIZATION

- A. CONTRACTOR shall maintain as part of their organization, or hire a subcontractor with, a competent staff of sufficient size who are knowledgeable in the use, application and implementation of CPM as required by the Contract Documents. It shall be the responsibility of this staff to prepare input information for the Construction Schedule, monitor progress, provide input for updating and revising logic diagrams when necessary and otherwise assist the CONTRACTOR in fulfilling their obligations hereunder.

1.14 DEFAULT

- A. Failure of the CONTRACTOR to substantially comply with the requirements of this Section shall constitute a default by CONTRACTOR of CONTRACTOR's obligations under this Contract sufficient for termination of CONTRACTOR under the General Conditions of this Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

SCHEDULES AND REPORTS

- A. No separate measurement and payment is provided for work covered by this Section. All work required in connection with Schedules and Reports shall be included in the bid price for all other work.

END OF SECTION 01311

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**PART 1 - GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. Submit Shop Drawings, Product Data and Samples required by the Contract Documents.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.
- C. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Product Data and Samples will be needed.

1.03 SHOP DRAWINGS

- A. Drawings shall be presented in readable and thorough condition.
1. Drawing size shall be in standard sizes 8½ inch X 11 inch through 24 inch X 36 inch as appropriate for detail.
 2. Details shall be identified by reference to Project Number, sheet, detail, specification section, equipment numbers, I.D. numbers and schedule numbers shown on Contract Drawings.

1.04 PRODUCT DATA

- A. Preparation
1. Clearly mark each copy to identify pertinent products or models.
 2. Show performance characteristics and capacities.
 3. Show dimensions and clearances required.
 4. Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams:
1. Modify drawings and diagrams to delete information, which is not applicable to the work.
 2. Supplement standard information to provide information specifically applicable to the work.

1.05 SAMPLES

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of the product with integrally related parts and attachment devices.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

2. Full range of color, texture and pattern.

1.06 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data and Samples prior to submission.
- B. Determine and verify:
 1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with specifications.
- C. Coordinate each submittal with requirements of the work and of the Contract Documents.
- D. Notify the OWNER's Representative in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.
- E. Begin no fabrication or work, which requires submittals until return of submittals with OWNER's Representative or ENGINEER's approval.

1.07 SUBMISSION REQUIREMENTS

- A. CONTRACTOR shall furnish to the ENGINEER for review, 8 copies of each shop drawing submittal. The term "Shop Drawing" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items.
- B. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER. In any case, every separate item submitted for shop drawing approval will be uniquely numbered and dated, between the submittal and transmittal for proper tracking.
- C. Except as may otherwise be indicated herein, the ENGINEER will return prints of each submittal to the CONTRACTOR with its comments noted thereon, within twenty one (21) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The OWNER reserves the right to withhold monies due the contractor to cover additional costs of the ENGINEER's review beyond the second submittal. The ENGINEER's maximum review period for each submittal, including all resubmittals, will be 21 days per submittal. In other words, for a submittal that required two resubmittals before it is complete, the maximum review period for that submittal could be 63 days.
- D. If 3 copies of a submittal are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN", formal revision and resubmission of said submittal will not be required.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- E. If 3 copies of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will not be required.
- F. If a submittal is returned to the CONTRACTOR marked "REVISE AND RESUBMIT" or "AMEND-RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- G. If a submittal is returned to the CONTRACTOR marked "REJECTED-RESUBMIT", the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.
- H. Fabrication of an item shall be commenced only after the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either 'NO EXCEPTIONS TAKEN' or 'MAKE CORRECTIONS NOTED.' Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the contract requirements.
- I. All CONTRACTOR shop drawing submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the ENGINEER of any CONTRACTOR submittals will be made for any items, which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.
- J. The ENGINEER's review of CONTRACTOR shop drawing submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.
- K. Shop Drawing Distribution: Shop drawings shall be reviewed by the ENGINEER and marked either as "NO EXCEPTIONS TAKEN, "MAKE CORRECTIONS NOTED," "AMEND - RESUBMIT", or "REJECTED-RESUBMIT." The distribution of processed shop drawings shall be as follows:
 - 1. Shop drawings marked "NO EXCEPTIONS TAKEN" or 'MAKE CORRECTIONS NOTED".
 - 3 copies returned to CONTRACTOR
 - 2 copies transmitted to the OWNER
 - 1 copy to remain with the ENGINEER
 - 2 copies for the Resident Project Representative
 - 2. Shop drawings marked "AMEND-RESUBMIT" or 'REJECTED-RESUBMIT"
 - 2 copies returned to CONTRACTOR
 - 2 copies remain with the ENGINEER
 - 4 copies to be discarded
- L. Submittals shall contain:

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1. The date of submission and the dates of any previous submissions.
2. The Project title and Project number.
3. Contract identification.
4. The names of:
 - a. CONTRACTOR
 - b. Supplier
 - c. Manufacturer
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8 inch x 3 inch blank space for CONTRACTOR and OWNER's Representative and ENGINEER's stamps.
12. CONTRACTOR's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

1.08 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by OWNER's Representative and resubmit until approved.
- B. Shop Drawings and Product Data:
 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 2. Indicate any changes which have been made other than those requested by the OWNER's Representative.
- C. Samples: Submit new samples as required for initial submittal.

1.09 DISTRIBUTION

- A. Distribute reproduction of Shop Drawings and copies of Product Data, which carry the OWNER's Representative or ENGINEER's stamp of approval to:
 1. Job site file.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

2. Record Documents file.
 3. Other affected CONTRACTORS.
 4. Subcontractors
 5. Supplier or Fabricator.
- B. Distribute samples which carry the OWNER's Representative or ENGINEER's stamp of approval as directed by the OWNER's Representative or ENGINEER.
- 1.10 OWNER'S REPRESENTATIVE OR ENGINEER DUTIES
- A. Review submittals with reasonable promptness and in accord with schedule.
 - B. Affix stamp and initials or signature, and indicate requirements for resubmittal, or approval of submittal.
 - C. Return submittals to CONTRACTOR for distribution, or for resubmission.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section, it shall be included in the price of all other work.

END OF SECTION 01340

QUALITY CONTROL

PART 1 - GENERAL

1.01 DEFINITION

- A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1.02 INSPECTION AT PLACE OF MANUFACTURE

- A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the ENGINEER at the place of manufacture.
- B. The presence of the ENGINEER at the place of manufacturer, however, shall not relieve the CONTRACTOR of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR and said duty shall not be avoided by any act or omission on the part of the ENGINEER.

1.03 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the ENGINEER will insure the OWNER that the quality of the work is in full accord with the Contract Documents.
- B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

1.04 INSPECTION AND TESTING LABORATORY SERVICE

- A. Inspection and testing laboratory service shall comply with the following:
 - 1. The CONTRACTOR will appoint, employ, and pay for services of an independent firm to perform inspection and testing.
 - 2. The CONTRACTOR or independent firm will perform inspections, testings, and other services specified in individual specification sections and as required by the ENGINEER.
 - 3. Reports will be submitted to the ENGINEER in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

QUALITY CONTROL

4. The CONTRACTOR shall cooperate with the OWNER or independent firm and furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
5. The CONTRACTOR shall notify ENGINEER 48 hours prior to the expected time for operations requiring inspection and laboratory testing services.
6. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. The CONTRACTOR shall bear all costs from such retesting at no additional cost to the OWNER.
7. For samples and tests required for CONTRACTOR'S use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the CONTRACTOR'S use shall be included in the Contract Price.
8. CONTRACTOR shall bear all costs if materials for testing are not ready for testing at time specified by CONTRACTOR for the test.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Inspection: The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.
- B. Measurements: The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
- C. Manufacturer's Instructions: Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

END OF SECTION 01400

MOBILIZATION

PART 1 GENERAL

1.01 GENERAL

- A. Mobilization shall include the obtaining of all permits; moving onto the site of all equipment; temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:
1. Moving on to the site of all CONTRACTOR's equipment required for first month operations.
 2. Installing temporary construction power, wiring, and lighting facilities.
 3. Developing construction water supply.
 4. Providing on-site sanitary facilities and potable water facilities.
 5. Arranging for and erection of CONTRACTOR's work, site access, and storage.
 6. Obtaining all required permits.
 7. Having all OSHA required notices and establishment of safety programs.
 8. Submitting initial submittals.
 9. Audio-Visual preconstruction record as described in Section 01010.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 PAYMENT FOR MOBILIZATION

- A. The CONTRACTOR's attention is directed to the condition that no payment for mobilization, or any part thereof will be approved for payment under the Contract until all mobilization items listed in Paragraph 1.01.A. above have been completed as specified. Furthermore, if Contractor does not have required sanitary and potable facilities in order within the first month of construction, a prorated amount of mobilization will be removed from the mobilization line item, for the extent of time taken to furnish said facilities.

END OF SECTION 01505

PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the WORK. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's work. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the ENGINEER.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.02 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The CONTRACTOR shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved: In the case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- C. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ENGINEER and the OWNER of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- D. OWNER's Right of Access: The right is reserved to the OWNER and to the OWNERS of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- E. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage

PROTECTION OF EXISTING FACILITIES

during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR at no cost to the CITY.

- F. **Underground Utilities Not Indicated:** In the event that the CONTRACTOR damages any existing utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a written report thereof shall be made immediately to the ENGINEER. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provisions contained in these Contract Documents.
- G. All costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such work will be paid for in accordance with the provisions of the Contract Documents.
- H. **Approval of Repairs:** All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement OWNER and the ENGINEER before being concealed by backfill or other work.
- I. **Maintaining in Service:** All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.
- J. **Existing Water Services:** CONTRACTOR shall protect and provide temporary support for existing water services. Any water service damaged by the CONTRACTOR, shall be replaced at the CONTRACTOR's expense, with a new water service complete with new water main tap..

1.03 NOTIFICATION BY THE CONTRACTOR

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the CONTRACTOR shall notify the respective authorities representing the OWNERS or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said OWNERS or agencies can be present during such work if they so desire. The CONTRACTOR shall also notify the Sunshine State One Call Center 1-800-432-4770 at least 2 days, but no more than 14 days, prior to such excavation.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

PROTECTION OF EXISTING FACILITIES

2.02 FENCING

- A. Materials to CONTRACTOR's option, minimum fence height = 6 feet.

2.03 BARRIERS

- A. Materials to CONTRACTOR's option, as appropriate to serve required purpose.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install facilities with a neat and reasonable uniform appearance, structurally adequate for required purposes.
- B. Maintain barriers during entire construction period.
- C. Relocate barriers as required by progress of construction.

3.03 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by OWNER's Representative.
- B. Clean and repair damage caused by installation, fill and grade areas of the site to required elevations and slopes, and clean the area.

3.04 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section, it shall be included in the price of all other work.

END OF SECTION 01530

SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.02 TEMPORARY CROSSINGS:

- A. Street Use: Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the ENGINEER and proper governmental authority.

- B. Traffic Control: For the protection of traffic in public or private streets and ways, the CONTRACTOR shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of Broward County and the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).

The CONTRACTOR shall take all necessary precautions for the protection of the WORK and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The CONTRACTOR shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of the Florida Department of Transportation.

The CONTRACTOR shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

1.03 CONTRACTOR'S WORK AND STORAGE AREA:

- A. The CONTRACTOR shall designate and arrange for the use of a portion of the property, adjacent to the WORK for its exclusive use during the term of the Contract as a storage and shop area for its construction operations relative to this Contract.

- B. The CONTRACTOR's use of the project site shall be limited to its construction operations. The CONTRACTOR shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the WORK. A copy of an agreement for use of other property shall be furnished to the OWNER. No material may be stored in the public right of way without prior authorization by the agency having jurisdiction. No material shall be stored within the public right of way in excess of 15 days. The CONTRACTOR shall keep these areas in a clean and orderly condition so as not to cause a nuisance or sight obstruction to motorists or pedestrians.

- C. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK.
 - 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy

SITE ACCESS AND STORAGE

coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.

2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
3. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.
4. The CONTRACTOR shall obtain and submit to the ENGINEER a single EPA number for wastes generated at the site.
5. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
6. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section, it shall be included in the price of Mobilization and of all other work.

END OF SECTION 01550

TEMPORARY CONTROLS**PART 1 - GENERAL****1.01 REQUIREMENTS INCLUDED**

- A. Provide and maintain methods, equipment, and temporary construction, as necessary, to provide controls over environmental conditions at the construction site and related area under CONTRACTOR's control; remove physical evidence of temporary facilities at completion of work.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 NOISE CONTROL

- A. Provide all necessary requirements for noise control during the construction period.
 - 1. Noise procedures shall conform to all applicable OSHA requirements and local ordinances having jurisdiction on the work.
 - 2. Noise levels during nighttime hours shall not exceed 55 db measured at the property line of a residence.

1.04 DUST CONTROL

- A. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere.

1.05 WATER CONTROL

- A. Provide methods to control surface water to prevent damage to the project, the site, or adjoining properties.
 - 1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.
- B. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface and water.
- C. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.

1.06 PEST CONTROL

- A. Provide pest control as necessary to prevent infestation of construction or storage area.
 - 1. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

TEMPORARY CONTROLS

- 2. Should the use of pesticides be considered necessary, submit an informational copy of the proposed program to OWNER with a copy to ENGINEER. Clearly indicate:
 - a. The area or areas to be treated.
 - b. The pesticide to be used, with a copy of the manufacturer's printed instructions.
 - c. The pollution preventative measures to be employed.
- B. The use of any pesticide shall be in full accordance with the manufacturer's printed instructions and recommendations.

1.07 RODENT CONTROL

- A. Provide rodent control as necessary to prevent infestation of construction or storage area.
 - 1. Employ methods and use materials, which will not adversely affect conditions at the site or on adjoining properties
 - 2. Should the use of rodenticide be considered necessary, submit an informational copy of the proposed program to OWNER with a copy to OWNER's Representative. Clearly indicate:
 - a. the area or areas to be treated.
 - b. the rodenticide to be used, with a copy of the manufacturer's printed instructions.
 - c. the pollution preventative measures to be employed.
- B. The use of any rodenticide shall be in full accordance with the manufacturer's printed instructions and recommendations.

1.08 DEBRIS CONTROL

- A. Maintain all areas under CONTRACTOR's control free of extraneous debris.
- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking area, or along access roads and haul routes.
 - 1. Provide containers for deposit of debris as specified in Section 01710 - Cleaning.
 - 2. Prohibit overloading of trucks to prevent spillage on access and haul routes.
 - a. Provide periodic inspection of traffic areas to enforce requirements.
- C. Schedule periodic collections and disposal of debris as specified in Section 01710 - Cleaning.
 - 1. Provide additional collections and disposal of debris whenever the periodic schedule is inadequate to prevent accumulation.

1.09 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.

TEMPORARY CONTROLS

- B. Provide equipment and personnel, perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids.
 - 1. Excavate and dispose of any contaminated earth off-site and replace with suitable compacted fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters.
 - 1. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams or in sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of pollutants into the atmosphere.

1.10 EROSION CONTROL

- A. Plan and execute construction and earthwork, by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas to prevent erosion and sedimentation.
 - 1. Hold the areas of bare soil exposed at one time to a minimum
 - 2. Provide temporary control measures such as berms, dikes and drains.
 - 3. Provide silt screens as required preventing surface water contamination.
- B. Construct fills and waste areas by selective placement to eliminate surface silts or clays, which will erode.
- C. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.
- D. All erosion control procedures must comply with the National Pollutant Discharge Elimination System (NPDES). The CONTRACTOR shall develop and implement a Stormwater Pollution Prevention Plan as outlined by NPDES.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section; it shall be included in the price of all other work.

END OF SECTION 01560

TRAFFIC REGULATIONS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on haul routes, at site entrances, on-site access roads, and parking areas.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or specified conditions.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 FLAGPERSON

- A. Provide qualified and suitably equipped flag-person when construction operations encroach on traffic lanes, as required for regulation of traffic.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement and payment for work under the section; it shall be included in the lump sum price bid for Maintenance of Traffic.

END OF SECTION 01570

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Material and equipment incorporated into the work:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the OWNER's Representative.
 - 3. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation prior to installation, including two copies to OWNER's Representative. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with OWNER's Representative for further instructions.
 - 2. Do not proceed with work without clear instructions.
- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

MATERIAL AND EQUIPMENT**1.04 TRANSPORTATION AND HANDLING**

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site. Products shall be delivered to the job site on an "as needed" basis.
- B. Provide equipment and personnel to handle products by methods which prevent soiling or damage to products or packaging.
- C. Coordinate deliveries to avoid conflict with Work and conditions at site such as:
 - 1. Work of other contractors, or OWNER.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
 - 4. OWNER's use of premises.
- D. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.
- E. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.
- F. Immediately on delivery, inspect shipment to assure:
 - 1. Product complies with requirements of Contract Documents and approved submittals.
 - 2. Quantities are correct.
 - 3. Containers and packages are intact, labels are legible.
 - 4. Products are properly protected and undamaged.
- G. Provide equipment and personnel necessary to handle products, including those products provided by OWNER, by methods which prevent soiling or damage to products or packaging.
- H. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
- I. Handle products by methods to prevent bending or overstressing.
- J. Lift heavy components only at designated lifting points.

1.05 STORAGE

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weather-tight enclosures.

MATERIAL AND EQUIPMENT

- 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- 3. Store unpacked products on shelves, in bins or in neat piles, accessible for inspection.

B. Exterior Storage

- 1. Provide substantial platforms, blocking or skids to support fabricating products above ground, prevent soiling or staining.
 - (a) Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
- 2. Store loose granular materials on solid surface such as paved areas, or provide plywood or sheet materials to prevent mixing with foreign matter.
- 3. Provide surface drainage to prevent flow or ponding of rainwater.
- 4. Prevent mixing of refuse or chemically injurious materials or liquids.

1.06 MAINTENANCE OF STORAGE

- A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
 - 1. State of storage facilities is adequate to provide required conditions.
 - 2. Required environmental conditions are maintained on continuing basis.
 - 3. Surfaces of products exposed to elements are not adversely affected.
 - (a) Any weathering of products, coatings and finishes is not acceptable under requirements of Contract Documents.
- B. Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on the exterior of packaging.

1.07 PROTECTION AFTER INSTALLATION

- A. Provide protection of installed products to prevent damage from subsequent operations. Remove when no longer needed, prior to completion of work.
- B. Control traffic to prevent damage to equipment and surfaces.
- C. Provide coverings to protect finished surfaces from damage.
 - 1. Cover projections, wall corners, and jambs, sills and soffits of openings, in areas used for traffic and for passage of products in subsequent work.
 - 2. Protect finished floors and stairs from dirt and damage.

MATERIAL AND EQUIPMENT

- (a) In areas subject to foot traffic, secure heavy paper, sheet goods, or other materials in place.
 - (b) For movement of heavy products, lay planking or similar materials in place.
 - (c) Cover wall and floor surfaces in the vicinity of construction personnel activities and all finished surfaces used by construction personnel.
- D. Waterproofed surfaces
- 1. Prohibit use of surfaces for traffic of any kind, and for storage of any products.
 - 2. When some activity must take place in order to carry out the Contract, obtain recommendations of installer for protection of surface.
 - (a) Install recommended protection; remove on completion of that activity.
 - (b) Restrict use of adjacent unprotected areas.
- E. Lawns and landscaping
- 1. Prohibit traffic of any kind across planted lawn and landscaped areas.
- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

1.08 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List

- 1. Within 15 days after Contract Date submit to ENGINEER a complete list of major products proposed to be used, with the name of the manufacturer and the installing Subcontractor.

B. Contractors Options

- 1. For products specified only by reference standard, select any product meeting that standard.
- 2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named or approved equal, which complies with the Specifications.
- 3. For products specified by naming one or more products or manufacturers and "or approved equal," CONTRACTOR must submit a request as for substitutions for any product or manufacturer not specifically named.

C. Substitutions

- 1. For a period of 15 days after Contract Date, ENGINEER will consider written request from CONTRACTOR for substitution of products.

MATERIAL AND EQUIPMENT

- 2. Identify product by specification Section and Article Numbers. Provide manufacturer's name and address, trade name of product, and model of catalog number. List fabricators and suppliers as appropriate.
- 3. List similar projects using product, dates of installation, and names of ENGINEER and OWNER.
- 4. List availability of maintenance services and replacement materials.
- 5. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities and performance of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance services, and source of replacement materials.
- 6. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
- 7. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the ENGINEER's decision shall be final.
- 8. The ENGINEER may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute.
- 9. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
- 10. Acceptance by the ENGINEER of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
- 11. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR work, the work of its Subcontractors and of other Contractors, and shall effect such changes without cost to the OWNER.

D. Contractors Representation:

- 1. A request for a substitution constitutes a representation that CONTRACTOR:
 - a. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.

MATERIAL AND EQUIPMENT

- b. Will provide the same guarantees or bonds for the substitution as for the product specified.
- c. Will coordinate the installation of an accepted substitution into the work, and make such other changes as may be required to make the work complete in all respects.
- d. Waives all claims for additional costs, under CONTRACTOR'S responsibility, which may subsequently become apparent.

E. Submittal Procedures

- 1. Submit three (3) copies of request for substitution.
- 2. ENGINEER will review requests for substitutions with reasonable promptness, and notify CONTRACTOR, in writing, of the decision to accept or reject the requested substitution.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in Conditions of the Contract and in specifications for administrative procedures in closing out the work.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 SUBSTANTIAL COMPLETION

- A. When CONTRACTOR considers the work is substantially complete, CONTRACTOR shall submit to OWNER's Representative:
 - 1. A written notice that the work, or designated portion thereof is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, OWNER's Representative and ENGINEER will make an inspection to determine the status of completion.
- C. Should OWNER's Representative determine that the work is not substantially complete:
 - 1. OWNER's Representative will promptly notify the CONTRACTOR in writing, giving the reasons therefore.
 - 2. CONTRACTOR shall remedy the deficiencies in the work, and send a second written notice of substantial completion to the OWNER's Representative.
 - 3. OWNER's Representative and ENGINEER will re-inspect the work.
- D. When OWNER's Representative and ENGINEER concur that the work is substantially complete, OWNER's Representative will:
 - 1. Prepare a Certificate of Substantial Completion form accompanied by CONTRACTOR's list of items to be completed or corrected, as verified and amended by the OWNER's Representative.
 - 3. Submit the Certificate to the OWNER and the CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate.

1.04 FINAL INSPECTION

- A. When CONTRACTOR considers the work is complete, CONTRACTOR shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.

CONTRACT CLOSEOUT

- 3. Work has been completed in accordance with Contract Documents.
- 4. Equipment and systems have been tested in the presence of the OWNER's Representative and are operational.
- 5. Work is completed and ready for final inspection.
- B. OWNER's Representative and ENGINEER will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should OWNER's Representative and ENGINEER consider that the work is incomplete and defective:
 - 1. OWNER's Representative will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work.
 - 2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to OWNER's Representative that the work is complete.
 - 3. OWNER's Representative and ENGINEER will re-inspect the work.
- D. When the OWNER's Representative finds that the work is acceptable under the Contract Documents, OWNER's Representative shall request the CONTRACTOR to make closeout submittals.

1.05 REINSPECTION FEES

- A. Should OWNER's Representative perform re-inspections due to failure of the work to comply with the claims of status of completion made by the CONTRACTOR:
 - 1. OWNER will compensate OWNER's Representative and ENGINEER for such additional services.
 - 2. OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.06 CONTRACTOR'S CLOSEOUT SUBMITTALS TO OWNER'S REPRESENTATIVE

- A. Evidence of compliance with requirements of governing authorities.
 - 1. Certificate of Occupancy.
 - 2. Certificates of Inspection.
 - (a) Mechanical
 - (b) Electrical
 - (c) Other, as may be required.
- B. Project Record Documents: To requirements of Section 01720.
- C. Evidence of Payment and Release of Liens: To requirements of General and Supplementary General Conditions.

CONTRACT CLOSEOUT

- D. Certificate of Insurance for Products and Completed Operations.
- E. Permit closeouts and certifications.

1.07 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to OWNER's Representative.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - (a) Previous Change Orders.
 - (b) Allowances.
 - (c) Unit Prices.
 - (d) Deductions for uncorrected work.
 - (e) Penalties and Bonuses.
 - (f) Deductions for liquidated damages.
 - (g) Deductions for re-inspection payments.
 - (h) Other adjustments.
 - 3. Total Contract Sum, as required.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. OWNER's Representative will prepare a final Change Order, reflecting approved adjustments to the Contract Sum, which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

- A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01700

CLEANING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by the General Conditions.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste material, rubbish and windblown debris, resulting from Construction Work.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.
- D. The OWNER's Representative reserves the right to direct the CONTRACTOR to remove waste materials, after which waste shall be removed within 24 hours.
- E. Mechanical Sweeping: CONTRACTOR shall maintain on site a mechanical sweeping device for removing debris from existing, temporary and permanent pavement.

3.02 DUST CONTROL

- A. Perform operations so that dust and other contaminants resulting from Construction Work operations will not cause any damages or maintenance problems to adjacent properties.

CLEANING

- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

3.03 FINAL CLEANING

- A. Employ skilled laborers for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Polish glossy surfaces to a clear shine.
- D. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- E. Prior to final completion, or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify the entire work is clean.
- F. All storage and staging areas shall be cleaned and returned to prior conditions or better as per requirements of this section.

3.04 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section; it shall be included in the price of all other work.

END OF SECTION 01710

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site of the OWNER a record copy of:
 - 1. Drawings (AutoCAD 2015 or approved equal)
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract.
 - 5. Approved Shop Drawings, Product Data and Samples.
 - 6. Field Test Records.

1.02 RELATED REQUIREMENTS

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Make documents and samples available at all times for inspection by OWNER's Representative.

1.05 RECORDING

- A. Label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction: (in AutoCAD 2015 format or approved equal)
 - 1. Horizontal (NAD 83) and vertical (NAVD 88) locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Field Order or by Change Order.
 - 5. Details not on original Contract Drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:

PROJECT RECORD DOCUMENTS

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by Supplemental Instruction, Field Order or by Change Order.

1.06 AS-BUILT PLANS (AS-BUILT DRAWINGS)

- A. The CONTRACTOR shall maintain full size (24 inch X 36 inch) field drawings and electronic drawings in AutoCAD 2015 format (or approved equal) to reflect the "as-built" items of work as the work progresses. Upon completion of the work, the CONTRACTOR shall prepare a record set of "as-built" drawings on full-size, reproducible material. One set of full size design drawings on reproducible material will be furnished to the CONTRACTOR by the design ENGINEER at the current square foot price. No separate payment will be made for those "as-built" drawings.
- B. The cost of maintaining record changes, and preparation of the As-Built Drawings shall be included in the unit prices bid for the affected items. Upon completion of the work, the CONTRACTOR shall furnish the ENGINEER the reproducible "as-built" drawings. The completed As-Built Drawings shall be delivered to the ENGINEER at least 48 hours prior to final inspection of the work. The Final Inspection will not be conducted unless the As-Built Drawings are in the possession of the ENGINEER.
- C. The completed (or final) As-Built Drawings shall be certified by a Professional Surveyor and Mapper per Florida Statute 472.001-472.037. This certification shall consist of the surveyor's embossed seal bearing registration number, the surveyor's signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number of the surveyor.
- E. The CONTRACTOR shall submit one set of progress As-Built Drawings with each application for payment. This drawing shall accurately depict the work completed and for which payment is being requested.

1.07 PROGRESS AS-BUILT DRAWING INFORMATION

- A. Submit with each progress payment application progress "As-Built" drawing information current to the date of the submittal date with verification by the OWNER's Representative.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section, it shall be included in the price of all other work.

END OF SECTION 01720

SUB-SURFACE INVESTIGATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section

1.02 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the sub-surface investigation work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".
- B. The sub-surface investigation for conditions of the project site is the sole responsibility of the CONTRACTOR.
- C. OWNER or OWNER's Representative provides limited sub-surface information, and makes no warranties or guarantees concerning the nature of materials to be encountered on the site.

1.03 RELATED WORK

- A. All applicable sections under Divisions 1, 2, 3, and 4.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section; it shall be included in the price of all other work.

END OF SECTION 02010

DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section

1.02 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the site demolition work, as indicated on the drawings.

1.03 RELATED WORK

- A. All applicable sections.

1.04 QUALITY ASSURANCE

- A. CONTRACTOR Qualifications: Minimum of five years of experience in demolition of comparable nature.
- B. Requirements of All Applicable Regulatory Agencies:
 - 1. All applicable Building Codes and other Public Agencies having jurisdiction upon the work.

1.05 SUBMITTALS

- A. Permits and notices authorizing building demolition.
- B. Certificates of severance of utility services.
- C. Permit for transport and disposal of debris.
- D. Demolition procedures and operational sequence for review and acceptance by ENGINEER.

1.06 JOB CONDITIONS

- A. Existing Conditions
 - 1. The demolition work shall be done as indicated on the construction plans.
 - 2. Remove all demolition debris from the site the same day the work is performed. Leave no deposits of demolished material on site overnight.
 - 3. Structural demolition, excavation, backfill and compaction as indicated in drawings.
- B. Protection:
 - 1. Erect barriers, fences, guardrails, enclosures, and shoring to protect personnel, structures, and utilities remaining intact.

DEMOLITION

- 2. Protect designated trees and plants from damages.
 - 3. Use all means necessary to protect existing objects and vegetation designated to remain, and, in the event of damage, immediately make all repairs, replacements and dressings to damaged plants necessary, to the approval of the ENGINEER at no additional cost to the OWNER.
- C. Maintaining Traffic:
- 1. Ensure minimum interference with roads, streets, driveways, sidewalks, and adjacent facilities.
 - 2. Do not close or obstruct streets and sidewalks without written approval from the ENGINEER.
 - 3. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.
- D. Dust Control:
- 1. Use all means necessary for preventing dust from demolition operations from being a nuisance to adjacent property owners. Methods used for dust control are subject to approval by the ENGINEER prior to use.
- E. Burning:
- 1. On-site burning will not be permitted.
- 1.07 GENERAL ITEMS
- A. Scope of work shall comprise the following: Provide all labor, materials, necessary equipment and services to complete the demolition and clearing work, as indicated on the contract plans, and as specified herein.
 - B. The CONTRACTOR shall provide references to the OWNER to demonstrate that they are well versed in demolition of a comparable nature. Current occupational licenses held by CONTRACTOR shall be submitted to OWNER.
 - C. The CONTRACTOR shall be responsible for adherence to all applicable codes of all regulatory agencies having jurisdiction upon the works.
- 1.08 PRE-DEMOLITION MEETING
- A. A meeting shall be held with the OWNER or OWNER's representative at the jobsite to describe intended demolition and cleaning procedures and schedules. This shall include identifying access routes for bringing necessary equipment in, removing debris from site, and designation of any trees, drives or other items to remain.
- 1.09 EXISTING CONDITIONS
- A. The CONTRACTOR shall become thoroughly familiar with the site, and of existing utilities and their connections, and note all conditions, which may influence the work.

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- B. By submitting a bid, the CONTRACTOR affirms that CONTRACTOR has carefully examined the site and all conditions affecting work. No claim for additional costs will be allowed because of lack of full knowledge of existing conditions.
- C. The OWNER shall be responsible for removal of all hazardous materials such as asbestos, chemicals, etc., from the site prior to CONTRACTOR mobilizing on site. The OWNER shall be notified immediately should the CONTRACTOR discover any further hazardous materials during demolition.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 INSPECTION

- A. Contractor shall verify that structures to be demolished are discontinued in use and ready for removal.
- B. Contractor shall not commence work until all conditions and requirements of all applicable public agencies are complied with.

3.02 PREPARATION

- A. Arrange for, and verify termination of utility services to include removing meters and capping lines.
- B. Notification:
 - 1. Notify the OWNER at least three full working days prior to commencing the work of this Section.
- C. The drawings do not purport to show all objects existing on the site; at the pre-demolition meeting before commencement of the work, verify with the OWNER all objects to be removed and all objects to be preserved.

3.03 CLARIFICATION

- A. The drawings do not purport to show all objects existing on the site.
- B. Before commencing the work of this Section, verify with the OWNER all objects to be removed and all objects to be preserved.

3.04 SCHEDULING

- A. Schedule all work in a careful manner with all necessary consideration for the public and the OWNER.
- B. Avoid interference with the use of, and passage to and from, adjacent facilities.

3.05 DISCONNECTION OF UTILITIES

- A. Before starting site operations, disconnect or arrange for the disconnection of all affected utility
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service.

1. Arrange and pay for disconnecting, removing, capping, and plugging utility services. Disconnect and stub off. Notify affected utility company in advance and obtain approval before starting this work.
2. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction.
3. Place markers to indicate location of disconnected services.
4. On-site drainage structures and drain fields shall be removed in their entirety by methods approved by the OWNER's representative.

3.06 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Utility Services: Maintain existing offsite utilities, keep in service, and protect against damage during demolition operations.
- B. Prevent movement or settlement of adjacent structures. Provide and place bracing or shoring and be responsible for safety and support of structures. Assume liability for such movement, settlement, damage, or injury.
- C. Cease operations and notify OWNER immediately if safety of adjacent structures appears to be endangered. Take precautions to properly support structures. Do not resume operations until safety is restored.
- D. Prevent movement, settlement, damage, or collapse of adjacent services, sidewalks, driveways and trees. Assume liability for such movement, settlement, or collapse. Promptly repair damage at no cost to the OWNER.
- E. Ensure safe passage of persons around areas of demolition.

3.07 MAINTAINING TRAFFIC

- A. Do not interfere with use of adjacent buildings and facilities. Maintain free and safe passage to and from. Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed travel ways if required by governing authorities.

3.08 POLLUTION CONTROLS

- A. Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations as directed by the OWNER or their representative or governing authorities. Return adjacent areas to condition existing prior to start of work.

3.09 DEMOLITION

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DEMOLITION

- A. Pull out any existing utility lines designated for abandonment, irrigation, electrical lines, pull boxes and splice boxes, Maintenance Access Structure (MAS) and catch basins to be removed and all other objects designated to be removed or interfering with the work. Contact the utility company or agency involved for their requirements for performing this work. All removed equipment and materials shall be removed from the work area the same day as removed.
- B. Remove all debris from the site and leave the site in a neat, orderly condition to the full acceptance of the ENGINEER, or the OWNER. No debris shall be left on the site overnight.
- C. Clear and Grub and dispose of all hedges, shrubs and other organic matter not otherwise addressed on tree removal and relocation plans and specifications.

3.10 DEMOLITION OF SITE STRUCTURES

- A. Demolish all site structure items designated to be removed or which are required to be removed to perform the work. This item does not include buildings.

3.11 REMOVAL OF DEBRIS AND DISPOSAL OF MATERIAL

- A. Material resulting from demolition and not scheduled for salvaging shall become the property of the CONTRACTOR and shall be removed from site and legally disposed of off-site. Disposal shall be timely, performed as promptly as possible and not left until the final cleanup. Material shall not be left on the job site for more than 60 days.
- B. Remove from site contaminated, vermin infested, or dangerous materials encountered and disposed of by safe means so as not to endanger health of workers and public.
- C. Burning of removed materials from demolished structures will not be permitted on-site.

3.12 COMPLETION OF WORK

- A. Leave the site in a neat, orderly condition to the full acceptance of the OWNER.
- B. Dirt remaining after demolition shall be graded level and compacted, in preparation for filling operations to follow demolition. Trenches shall be filled in layers of 12 inch maximum thickness and compacted in accordance with the technical specifications applicable to backfilling of trenches.

3.13 MEASUREMENT AND PAYMENT

- A. There shall be no special measurement or payment for the work under this section. It shall be included in the lump sum price bid for items associated with the demolition.

END OF SECTION 02050

EXCAVATION AND BACKFILLING UTILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 WORK INCLUDED

- A. The work shall consist of furnishing all materials, labor and equipment for excavation, trenching and backfilling for utilities. "Utilities" shall include storm water drains, culverts, water mains, gravity sewers, sewage force mains and appurtenant structures.

1.03 RELATED WORK

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 EXCAVATION

- A. General: This work shall consist of the excavation of whatever substances shall be encountered to the depths as shown on the plans. Excavated materials not required for fill or backfill shall be removed from the work site as directed by the ENGINEER and shall be considered to be a part of the bid price of the utility pipe for which excavation and backfill is required.
- B. Excavation for structures and other accessories shall have a minimum clearance of twelve inches and a maximum clearance of twenty-four inches on all sides.
- C. Excavation shall not be carried below the required depths as indicated by the plans. Excess excavation below the required level shall be backfilled at the CONTRACTOR's expense with sharp sand, gravel or other suitable material thoroughly compacted and approved by the ENGINEER.
- D. Any unstable soil shall be removed and shall be replaced by material acceptable to the ENGINEER. The removal and replacement of such unstable soil shall be considered to be part of the bid price of the pipe for which excavation and backfill is required.
- E. Water shall not be permitted to accumulate in the excavated area. It shall be removed by pumping or other means as approved by the ENGINEER. The removal of water shall be considered to be a part of the bid price of the pipe for which excavation and backfill is required.

Well points, pumps or other approved means shall be used to keep the ground water sufficiently low in the opinion of the ENGINEER to permit the placing of concrete, masonry or pipe in first class condition, and sufficiently long thereafter to protect the concrete, masonry or joints against washing or damage.

The CONTRACTOR shall also use such other means as may be necessary to keep the excavation in satisfactory condition for the construction of the work, and the use of well points, or other approved method, will not relieve the CONTRACTOR of CONTRACTOR'S responsibility to make structures water tight.

- F. Banks and trenches shall be vertical unless shown otherwise on plans.

EXCAVATION AND BACKFILLING UTILITIES

- I. Whenever it is necessary, in the interest of safety, to brace or shore the sides of the trench, such bracing or shoring shall be considered to be part of the bid price of the pipe for which excavation and backfill is required.

3.02 BACKFILLING

- A. After pipes, structures and other appurtenances have been installed, the trench or opening shall be backfilled with material free from large stones or clods of a quality acceptable to the ENGINEER.
- B. Backfill around the pipe and to a point twelve inches above the top of the pipe shall be placed in six inch layers compacted with 20 pound hand tampers or mechanical tampers suitable for this purpose. Backfilling shall follow lying closely, and shall not be more than one hundred (100) feet behind completed lying. Backfill over pipe shall be carefully placed by experienced labor and thoroughly consolidated without shock to the pipe, and carried up uniformly on both sides of the pipe.
- C. In areas where no pavement is to be constructed, the backfill above the twelve inch line above the pipe shall be compacted to firmness approximately equal to that of the soil adjacent to the pipe trench or to that as noted in Section 02200. Backfill below the 12-inch line shall be compacted in 6-inch layers (compacted thickness) and shall be compacted to 98% of maximum density as determined by AASHTO T-180.

3.03 PAYMENT AND MEASUREMENT

- A. No separate payment is provided for work covered by this Section. All costs in connection with Excavation and Backfilling, including testing, shall be included in the bid price of any item for which excavation and backfilling is required.

END OF SECTION 02221

CONCRETE SIDEWALK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 WORK INCLUDED

- A. The work specified in this Section consists of the construction of concrete sidewalk in accordance with these Specifications and in conformity with the lines, grades, dimensions and notes shown on the plans.

1.03 RELATED WORK

- A. Section 03010 - Concrete
- B. Section 03300 - Cast-In-Place Concrete
- C. Section 03370 - Concrete Curing

PART 2 - PRODUCTS

2.01 CONCRETE

- A. Concrete shall be Class I Concrete, with a minimum compressive strength of 3,000 psi in accordance with Section 345, Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.02 FORMS

- A. Forms for this work shall be made of either wood or metal and shall have a depth equal to the plan dimensions for the depth of concrete being deposited against them. They shall be straight, free from warp or bends, and of sufficient strength when staked, to resist the lateral pressure of the concrete without displacement from lines and grade. Forms shall be cleaned each time they are used and shall be oiled prior to placing the concrete.

2.03 SUBGRADE AND GRADING

- A. Excavation shall be made to the required depth, and the foundation material upon which the sidewalk is to be set shall be compacted to a firm, even surface, true to grade and cross-section, and shall be moist at the time that the concrete is placed.

2.04 JOINTS

- A. Contraction joints may be of the open type or may be sawed. Staking a metal bulkhead in place and depositing the concrete on both sides shall form open type contraction joints. After the concrete has set sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After the sidewalk has been finished over the joint, the slot shall be edged with a tool having a 1/2-inch radius.

If the CONTRACTOR elects to saw the contraction joints, a slot approximately 1/8 inch wide and not less than 1-1/2 inches deep shall be cut with a concrete saw after the concrete has set, and within the following periods of time:

CONCRETE SIDEWALK

Contraction joints shall be constructed at not more than 20-foot intervals, and shall be in place within 12 hours after finishing.

PART 3 - EXECUTION

3.01 PLACING

- A. The concrete shall be placed in the forms to the required depth and shall be vibrated and spaded until mortar entirely covers its surface.

3.02 FINISHING

- A. Screeding: The concrete shall be struck-off by means of a wood screed, used perpendicular to the forms, and floated in order to obtain the required grade and remove surplus water and laitance.
- B. Surface requirements: The concrete shall be given a broom finish. The surface variations shall not be more than 1/4 inch under a ten-foot straightedge, nor more than 1/8 inch on a five-foot transverse section. The exposed edge of the slab shall be carefully finished with an edging tool having a radius of 1-1/2 inch.

3.03 CURING

- A. The concrete shall be continuously cured for a period of at least 72 hours. Curing shall be commenced after finishing has been completed and as soon as the concrete has hardened sufficiently, to permit application of the curing material without marring the surface.
- B. Wet burlap, white-pigmented curing compound, waterproof paper or polyethylene sheets may be used for the curing of grey concrete only.

3.04 COLORED CONCRETE (NOT USED)

- A. Colored – Conditioned Concrete shall be placed, finished, and cured in strict accordance with applicable requirements of this Section and Sections 03010, 03370, and the requirements of the chosen manufacturer.

3.05 MEASUREMENT AND PAYMENT

- A. Measurement and payment will be based on the actual quantities installed as more specifically discussed and described in Section 01025 for MEASUREMENT AND PAYMENT.

END OF SECTION 02510

PIPING, GENERAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 WORK INCLUDED

- A. The CONTRACTOR shall furnish and install all piping systems shown and specified, in accordance with the requirements of the Contract Documents. Each system shall be complete with all necessary fittings, hangers, supports, anchors, expansion joints, flexible connectors, valves, accessories, heat tracing, insulation, lining and coating, testing, disinfection, excavation, backfill and encasement, to provide a functional installation.
- B. The piping shown is intended to define the general layout, configuration, routing, method of support, pipe size, and pipe type. The mechanical drawings are not pipe construction or fabrication drawings. It is the CONTRACTOR's responsibility to develop the details necessary to construct all mechanical piping systems, to accommodate the specific equipment provided, and to provide and install all spools, spacers, adapters, connectors, etc., for a complete and functional system.

1.03 RELATED WORK

- A. Division 2 as applicable.
- B. Section 02221 - Excavation and Backfilling Utilities
- C. Section 02641 – Valves, General

1.04 REFERENCE STANDARDS

- A. Codes: All codes, as referenced herein are specified in Section 01090, "Reference Standards".
- B. Commercial Standards:

ANSI/ASME B1.20.1	Pipe Threads, General Purpose (inch).
ANSI B16.5	Pipe Flanges and Flanged Fittings, Steel Nickel Alloy and other Special Alloys.
ANSI/AWWA C100	Ductile Iron Pipe
ANSI/AWWA C900	Plastic Pipe
ANSI/AWWA C207	Steel Pipe Flanges for Water Works Service, Sizes 4 inch through 144 inch.
ANSI/AWWA C606	Grooved and Shouldered Joints.
ANSI/AWS D1.1	Structural Welding Code.
ASTM A 307	Specification for Carbon Steel Bolts and

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Studs, 6,000 psi Tensile.

ASTM A 325 Specification for High-Strength Bolts
for Structural Steel Joints.

ASTM D 792 Test Methods for Specific Gravity and
Density of Plastics by Displacement.

ASTM D 2000 Classification System for Rubber
Products in Automotive Applications.

1.05 SUBMITTALS

- A. The CONTRACTOR shall submit complete shop drawings and certificates, test reports, affidavits of compliance, of all piping systems, in accordance with the requirements in Section 01340, "Shop Drawings, Product Data and Samples", and as specified in the individual sections. The shop drawings shall include all necessary dimensions and details on pipe joints, fittings, fitting specials, valves, appurtenances, design calculations, and material lists. The submittals shall include detailed layout, spool, or fabrication drawings which show all pipe spools, spacers, adapters, connectors, fittings, and pipe supports necessary to accommodate the equipment and valves provided in a complete and functional system.
- B. All expenses incurred in making samples for certification of tests shall be borne by the CONTRACTOR.
- C. The CONTRACTOR shall submit as part of the shop drawings a certification from the pipe fabricator stating that all pipes that are fabricated are subject to a recognized Quality Control Program. An outline of the program shall be submitted to the ENGINEER for review prior to the fabrication of any pipe

1.06 QUALITY ASSURANCE

- A. Inspection: All pipes shall be subject to inspection at the place of manufacture. During the manufacture of the pipe, the ENGINEER shall be given access to all areas where manufacturing is in progress and shall be permitted to make all inspections necessary to confirm compliance with the Specifications.
- B. Tests: Except where otherwise specified, all materials used in the manufacture of the pipe shall be tested in accordance with the applicable Specifications and Standards. [Welds shall be tested as specified.] The CONTRACTOR shall perform all tests at no additional cost to the OWNER.
- C. Welding Requirements: All welding procedures used to fabricate pipe shall be pre-qualified under the provisions of ANSI/AWS D1.1. Welding procedures shall be required for, but not necessarily limited to, longitudinal and girth or spiral welds for pipe cylinders, spigot and bell ring attachments, reinforcing plates and ring flange welds, and plates for lug connections.
- D. Welder Qualifications: skilled welders, welding operators, and tackers who have had adequate experience in the methods and materials to be used shall do all welding. Welders shall be qualified under the provisions of ANSI/AWS D1.1 by an independent local, approved testing agency not more than 6 months prior to commencing work on the pipeline. Machines and electrodes similar to those used in the WORK shall be used in qualification tests. The CONTRACTOR shall furnish all material and bear the expense of qualifying welders.

PIPING, GENERAL

1.07 MANUFACTURER'S SERVICE REPRESENTATIVE

- A. Where the assistance of a manufacturer's service representative is advisable, in order to obtain perfect pipe joints, supports, or special connections, the CONTRACTOR shall furnish such assistance at no additional cost to the OWNER

1.08 MATERIAL DELIVERY, STORAGE, AND HANDLING

- A. All piping materials, fittings, valves, and accessories shall be delivered in a clean and undamaged condition and stored off the ground, to provide protection against oxidation caused by ground contact. All defective or damaged materials shall be replaced with new materials.

1.09 CLEANUP

- A. After completion of the work, all remaining pipe cuttings, joining and wrapping materials, and other scattered debris, shall be removed from the site. The entire piping system shall be handed over in a clean and functional condition.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All pipes, fittings, and appurtenances shall be furnished in accordance with the requirements of the applicable Sections of Division 2 and as specified herein.
- B. Lining: All requirements pertaining to thickness, application, and curing of pipe lining, are in accordance with the requirements of the applicable Sections of Division 2, unless otherwise specified.
- C. Coating: All requirements pertaining to thickness, application, and curing of pipe coating, are in accordance with the requirements of the applicable Sections of Division 2, unless otherwise specified. Pipes above ground or in structures shall be field-painted as directed by the ENGINEER.

2.02 PIPE FLANGES

- A. Flanges: Where the design pressure is 150 psi or less, flanges shall conform to either ANSI/AWWA C207 Class D or ANSI B16.5 150-lb class. Where the design pressure is greater than 150 psi, up to a maximum of 275 psi, flanges shall conform to ANSI/AWWA C207 Class E, Class F, or ANSI B16.5 150-lb class. However, AWWA flanges shall not be exposed to test pressure greater than 125 percent of rated capacity. For higher test pressures, the next higher rated AWWA flange or an ANSI-rated flange shall be selected. Where the design pressure is greater than 275 psi up to a maximum of 700 psi, flanges shall conform to ANSI B16.5 300-lb class. Flanges shall have flat faces and shall be attached with boltholes straddling the vertical axis of the pipe unless otherwise shown. Attachment of the flanges to the pipe shall conform to the applicable requirements of ANSI/AWWA C207. Flanges for miscellaneous small pipes shall be in accordance with the standards specified for these pipes.
- B. Blind Flanges: Blind flanges shall be in accordance with ANSI/AWWA C207, or with the standards for miscellaneous small pipes. All blind flanges for pipe sizes 12 inches and over shall be provided with lifting eyes in form of welded or screwed eyebolts.

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- C. Flange Coating: All machined faces of metal blind flanges and pipe flanges shall be coated with a temporary rust-inhibitive coating to protect the metal until the installation is completed.
- D. Flange Bolts: All bolts and nuts shall conform to pipe manufacturers recommendations. Studs and bolts shall extend through the nuts a minimum of 1/4-inch. All-thread studs shall be used on all valve flange connections, where space restrictions preclude the use of regular bolts.
- E. Insulating Flanges: Insulated flanges shall have boltholes 1/4-inch diameter greater than the bolt diameter.
- F. Insulating Flange Sets: Insulating flange sets shall be provided where shown. Each insulating flange set shall consist of an insulating gasket, insulating sleeves and washers and a steel washer. Insulating sleeves and washers shall be one piece when flange bolt diameter is 1-1/2-inch or smaller and shall be made of acetal resin. For bolt diameters larger than 1-1/2-inch, insulating sleeves and washers shall be 2-piece and shall be made of polyethylene or phenolic. Steel washers shall be in accordance with ASTM A 325. Insulating gaskets shall be full-face.
- G. Insulating Flange Manufacturers, or approved equal:
 - 1. JM Red Devil, Type E;
 - 2. Maloney Pipeline Products Co., Houston;
 - 3. PSI Products, Inc., Burbank, California.
- H. Flange Gaskets: Gaskets for flanged joints shall be full-faced, 1/16-inch thick compressed sheets of aramid fiber base, with nitrile binder and non-stick coating, suitable for temperatures to 700 degrees F, a pH of one to eleven, and pressures to 1000 psi. Blind flanges shall have gaskets covering the entire inside face of the blind flange and shall be cemented to the blind flange. Ring gaskets shall not be permitted.
- I. Flange Gasket Manufacturers, or approved equal:
 - 1. John Crane, style 2160;
 - 2. Garlock, style 3000.

2.03 MECHANICAL-TYPE COUPLINGS (GROOVED OR BANDED PIPE)

- A. General: Cast mechanical-type couplings shall be provided where shown. The couplings shall conform to the requirements of ANSI/AWWA C606. All gaskets for mechanical-type couplings shall be compatible with the piping service and fluid utilized, in accordance with the coupling manufacturer's recommendations. The wall thickness of all grooved piping shall conform with the coupling manufacturer's recommendations to suit the highest expected pressure. To avoid stress on equipment, all equipment connections shall have rigid-grooved couplings, or harness sets in sizes where rigid couplings are not available, unless thrust restraint is provided by other means. The CONTRACTOR shall have the coupling Manufacturer's service representative verify the correct choice and application of all couplings and gaskets, and the quality of work, to assure a correct installation.
- B. Couplings for Steel Pipe, Manufacturers, or approved equal:
 - 1. Gustin-Bacon (banded or grooved);

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2. Victaulic Style 41 or 44 (banded, flexible);
 3. Victaulic Style 77 or 07 (grooved).
- C. Ductile Iron Pipe Couplings, Manufacturers, or approved equal:
1. EBAA Iron
 2. Romac.
 1. Sigma

Note: Ductile iron pipe couplings shall be furnished with flush seal gaskets.

2.04 SLEEVE-TYPE COUPLINGS

- A. Construction: Sleeve-type couplings shall be provided where shown, in accordance with ANSI/AWWA C219 unless otherwise specified, and shall be of steel with steel bolts, without pipe stop, and shall be of sizes to fit the pipe and fittings shown. The middle ring shall be not less than 1/4-inch in thickness and shall be either 5 or 7 inches long for sizes up to and including 30 inches and 10 inches long for sizes greater than 30 inches, for standard steel couplings, and 16 inches long for long-sleeve couplings. The followers shall be single-piece contoured mill section welded and cold expanded as required for the middle rings. They shall be of sufficient strength to accommodate the number of bolts necessary to obtain adequate gasket pressures without excessive rolling. The shape of the follower shall be of such design as to provide positive confinement of the gasket. Buried sleeve-type couplings shall be epoxy-coated at the factory as specified.
- B. Pipe Preparation: The ends of the pipe, where specified or shown, shall be prepared for flexible steel couplings. Plain ends for use with couplings shall be smooth and round for a distance of 12 inches from the ends of the pipe, with outside diameter not more than 1/64-inch smaller than the nominal outside diameter of the pipe. The middle ring shall be tested by cold-expanding a minimum of one percent beyond the yield point, to proof-test the weld to the strength of the parent metal. The weld of the middle ring shall be subjected to air test for porosity.
- C. Gaskets: Gaskets for sleeve-type couplings shall be rubber-compound material that will not deteriorate from age or exposure to air under normal storage or use conditions. Gaskets for wastewater and sewerage applications shall be Buna "N," grade 60, or equivalent suitable elastomer. The rubber in the gasket shall meet the following specifications:
1. Color - Jet Black
 2. Surface - Non-blooming
 3. Durometer Hardness - 74 ± 5
 4. Tensile Strength - 1000 psi Minimum
 5. Elongation - 175 percent Minimum

The gaskets shall be immune to attack by impurities normally found in water or wastewater. All

PIPING, GENERAL

gaskets shall meet the requirements of ASTM D 2000, AA709Z, meeting Suffix B13 Grade 3, except as noted above. All gaskets shall be compatible with the piping service and fluid utilized.

- D. Insulating Couplings: Where insulating couplings are required, both ends of the coupling shall have a wedge-shaped gasket which assembles over a rubber sleeve of an insulating compound in order to obtain insulation of all coupling metal parts from the pipe.
- E. Restrained Joints: All sleeve-type couplings on pressure lines shall be harnessed unless thrust restraint is provided by other means. Harnesses shall be in accordance with the requirements of the appropriate reference standard, or as shown.
- F. Manufacturers or Equal:
 - 1. JCM Industries
 - 2. Hymax
 - 3. Smith-Blair

PART 3 - EXECUTION

3.01 GENERAL

- A. All pipes, fittings, and appurtenances shall be installed in accordance with the requirements of the applicable Section of Divisions 2. The lining manufacturer shall take full responsibility for the complete, final product and its application. All pipe ends and joints at screwed flanges shall be epoxy-coated, to assure continuous protection.
- B. Where core drilling is required for pipes passing through existing concrete, core drilling locations shall be determined by radiograph of concrete construction to avoid damage to embedded raceways and rebars.
- C. All exposed piping shall be painted. All piping to be painted shall be color coded in accordance with OWNER's standard color code. Color samples shall be submitted to ENGINEER for final color selection.

3.02 MEASUREMENT AND PAYMENT

- A. Measurement and payment will be based on the actual quantities installed as more specifically discussed and described in SECTION 01025 for measurement and payment.

END OF SECTION 02610

VALVES, GENERAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Provide all labor, materials, necessary equipment and services to complete the wastewater transmission system work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

1.02 WORK INCLUDED

- A. The CONTRACTOR shall provide all tools, supplies, materials, equipment, and labor necessary for furnishing, epoxy coating, installing, adjusting, and testing of all valves and appurtenant work, complete and operable, in accordance with the requirements of the Contract Documents. Where buried valves are shown, the CONTRACTOR shall furnish and install valve boxes to grade, with covers, extensions, and position indicators.
- B. The provisions of this Section shall apply to all valves and valve operators specified in the various Sections and Division 2 of these Specifications except where otherwise specified in the Contract Documents. Valves and operators in particular locations may require a combination of units, sensors, limit switches, and controls specified in other Sections of these Specifications.

1.03 RELATED WORK

- A. Section 02221 - Excavation and Backfilling for Utilities
- B. Section 02610 - Piping, General

1.04 REFERENCE STANDARDS

- A. Codes: All codes, as referenced herein, are specified in Section 01090, "Reference Standards".
- B. Commercial Standards:

ANSI B16.1	Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250, and 800.
ANSI B16.5	Pipe Flanges and Flanged Fittings, Steel Nickel Alloy and Other Special Alloys.
ANSI/ASME B31.1	Power Piping.
ASTM A 36	Specification for Structural Steel.
ASTM A 48	Specification for Gray Iron Castings.
ASTM A 126	Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
ASTM A 536	Specification for Ductile Iron Castings.
ASTM B 61	Specification for Steam or Valve Bronze Castings.

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ASTM B 62	Specification for Composition Bronze or Ounce Metal Castings.
ASTM B 148	Specification for Aluminum-Bronze Castings.
ASTM B 584	Specification for Copper Alloy Sand Castings for General Applications.
ANSI/AWWA C500	Gate Valves for Water and Sewerage Systems.
ANSI/AWWA C502	Dry-Barrel Fire Hydrants.
ANSI/AWWA C503	Wet-Barrel Fire Hydrants.
ANSI/AWWA C504	Rubber-Seated Butterfly Valves.
ANSI/AWWA C507	Ball Valves 6 Inches Through 48 Inches.
ANSI/AWWA C508	Swing-Check Valves for Waterwork Service, 2 Inches Through 24 Inches NPS.
ANSI/AWWA C509	Resilient-Seated Gate Valves for Water and Sewage Systems.
ANSI/AWWA C511	Reduced-Pressure Principle Backflow-Prevention Assembly.
ANSI/AWWA C550	Protective Interior Coatings for Valves and Hydrants.
SSPC-SP-2	Hand Tool Cleaning.
SSPC-SP-5	White Metal Blast Cleaning.

1.05 SUBMITTALS

- A. Shop Drawings: Shop drawings of all valves and operators including associated wiring diagrams and electrical data, shall be furnished as specified in Section 01340, "Shop Drawings, Product Data and Samples".
- B. Valve Labeling: The CONTRACTOR shall submit a schedule of valves to be labeled indicating in each case the valve location and the proposed wording for the label.

1.06 QUALITY ASSURANCE

- A. Valve Testing: Unless otherwise specified, each valve body shall be tested under a test pressure equal to twice its design water-working pressure.
- B. Bronze Parts: Unless otherwise specified, all interior bronze parts of valves shall conform to the requirements of ASTM B 62, or where not subject to dezincification, to ASTM B 584.
- C. Certification: Prior to shipment, the CONTRACTOR shall submit for all valves over 12 inches in size, certified, notarized copies of the hydrostatic factory tests, showing compliance with the applicable standards of AWWA, ANSI, ASTM, etc.

PART 2 - PRODUCTS

VALVES, GENERAL**2.01 VALVES, GENERAL**

- A. General: The CONTRACTOR shall furnish all valves, gates, valve-operating units, stem extensions, and other accessories as shown or specified. All valves and gates shall be new and of current manufacture. All shut-off valves, 6-inch and larger, shall have operators with position indicators. Where buried, these valves shall be provided with valve boxes and covers containing position indicators, and valve extensions. Shut-off valves mounted higher than 5 feet-6 inches above working level shall be provided with chain operators.
- B. Valve Flanges: The flanges of valves shall be in accordance with Section 02610, "Piping, General".
- C. Gate Valve Stems: Where subject to dezincification, gate valve stems shall be of bronze conforming to ASTM B 62, containing not more than 5 percent of zinc nor more than 2 percent aluminum. Gate valve stems shall have a minimum tensile strength of 60,000 psi, a minimum yield strength of 40,000 psi, and an elongation of at least 10 percent in 2 inches, as determined by a test coupon poured from the same ladle from which the valve stems to be furnished are poured. Where dezincification is not a problem, bronze conforming to ASTM B 584 may be used.
- D. Protective Coating: Except where otherwise specified, ferrous surfaces, exclusive of stainless steel surfaces, in the water passages of all valves 4-inch and larger, as well as the exterior surfaces of all submerged valves, shall be coated with 2 part thermal setting epoxy coatings. Flange faces of valves shall not be epoxy coated. The valve manufacturer shall certify in writing that such coating has been applied and tested in the manufacturing plant prior to shipment, in accordance with these Specifications.
- E. Valve Operators: Where shown, certain valves and gates shall be furnished with electric operators, provided by the valve or gate manufacturer. The same manufacturer shall furnish all operators of a given type. Where different manufacturers supply these operators, the CONTRACTOR shall coordinate their selection to provide uniformity of each type of electric operator. All valve operators, regardless of type, shall be installed, adjusted, and tested by the valve manufacturer at the manufacturing plant.
- F. Valve Labeling: Except when such requirement is waived by the ENGINEER in writing, a label shall be provided on all shut-off valves exclusive of hose bibbs and chlorine cylinder valves. The label shall be of 1/16-inch plastic or stainless steel, minimum 2 inches by 4 inches in size, and shall be permanently attached to the valve or on the wall adjacent to the valve as directed by the ENGINEER. Valve labels shall be photographed and marked on the As-Built Drawings. Valves are also required to have an Identification Marker in accordance with the Contract Documents.
- G. Nuts and Bolts: All nuts and bolts on valve flanges and supports shall be in accordance with manufacturers recommendations. Where submerged or buried, all nuts and bolts on valve flanges and valve bodies shall be stainless steel.

2.02 ECCENTRIC PLUG VALVES

- A. Equipment Requirements: Plug valves shall be of the non-lubricated, eccentric type with resilient faced plugs, port areas for valves 20 inches and smaller shall be at least 80% of full pipe area. Port area of valves 24 inches and larger shall be at least 70% of full pipe area. The body shall be of semi-steel (ASTM A-126 C1.B) and shall have bolted bonnet, which gives access to the intervals of the valve. Seats shall be welded overlay of high nickel content or a stainless

VALVES, GENERAL

steel plate locked in the body cavity. If a plate is used, it shall be replaceable through the bonnet access. Bearings shall be permanently lubricated of stainless steel, bronze or teflon lined, fiberglass backed duralon. Bearing areas shall be isolated from the flow with grit seals. Valves shall have packing bonnets where the shaft protrudes from the grit seals. Valves shall have packing bonnets where the shaft protruded from the valve and the packing shall be self-adjusting chevron type, which can be replaced without removing the bonnet. All nuts, bolts, springs and washers shall be stainless steel.

- B. Valves shall be designed for a working pressure of 150 PSI. The valve and actuator shall be capable of satisfactory operation in either direction of flow against pressure drops up to and including 100 PSI (for plug valves over 12 inches in diameter). Valves shall be bubble tight in both directions at 100-psi differential.
- C. Plug valves over 12 inches in diameter shall have worm gear operators. The operating mechanism shall be for buried service with a 2 inch square-operating nut.
- D. Plug valves are to be installed with the sear pointed towards the upstream flow, when specified.
- E. Manufacturers or approved equal:
 - 1. Milliken Valve Co.
 - 2. DeZurik Corporation.
 - 3. Henry Pratt

2.05 SWING CHECK VALVES (3-INCH AND LARGER)

- A. General: Swing check valves for sewage, sludge, and general service shall be of the outside lever and spring or weight type, in accordance with ANSI/AWWA C 508 - Swing-Check Valves for Waterworks Service, 2 inch through 24 inch NPS, unless otherwise indicated, with full-opening passages, designed for a water-working pressure of 150 psi. They shall have a flanged cover piece to provide access to the disc.
- B. Body: The valve body and cover shall be of cast iron conforming to ASTM A 126, with flanged ends conforming to ANSI B 16.1, or mechanical joint ends, as shown.
- C. Disc: The valve disc shall be of cast iron, ductile iron, or bronze conforming to ASTM B 62.
- D. Seat and Rings: The valve seat and rings shall be of bronze conforming to ASTM B 62 or B 148, or of Buna-N.
- E. Hinge Pin: The hinge pin shall be of bronze or stainless steel.
- F. Manufacturers or approved equal:
 - 1. AFC.;
 - 2. M& H
 - 3. Danfoss Flo-Flex;
 - 4. Mueller Company;

VALVES, GENERAL

5. Clow.

2.06 AIR-VACUUM AND AIR-RELEASE VALVES

- A. Air and Vacuum Valves: Air and vacuum valves shall be capable of venting large quantities of air while pipelines are being filled, and allowing air to re-enter while pipelines are being drained. They shall be of the size shown, with flanged or screwed ends to match piping. Bodies shall be of high-strength cast iron. The float, seat, and all moving parts shall be constructed of Type 316 stainless steel. Seat washers and gaskets shall be of a material insuring water tightness with a minimum of maintenance. Valves shall be designed for minimum 150-psi water-working pressure, unless otherwise shown.
- B. Air-Release Valves: Air-release valves shall vent accumulating air while system is in service and under pressure and be of the size shown and shall meet the same general requirements as specified for air and vacuum valves except that the vacuum feature will not be required. They shall be designed for a minimum water-working pressure of 150 psi, unless otherwise shown.
- C. Combination Air Valves: Combination air valves shall combine the characteristics of air and vacuum valves and air release valves by exhausting accumulated air in systems under pressure and releasing or re-admitting large quantities of air while a system is being filled or drained, respectively. They shall have the same general requirements as specified for air and vacuum valves.
- D. Manufacturers or approved equal:
 - 1. H-Tech;
 - 2. Golden-Anderson Valve Division (GA Industries, Inc);
 - 3. Crispin (Valve and Manufacturing Corporation).

2.07 CORPORATION STOPS (Ball Valve Type)

- A. Unless otherwise shown, corporation stops shall be made of brass alloy for key operation, with screwed ends with corporation thread or iron pipe thread, as required. AWWA taper thread for inlet thread and compression type fittings for outlet.
- B. Manufacturer or approved equal:
 - 1. Ford Meter Box Company;
 - 2. Cambridge Brass;
 - 3. Mueller Company.

PART 3 -EXECUTION

3.01 VALVE INSTALLATION

- A. General: All valves, gates, operating units, stem extensions, valve boxes, and accessories shall

VALVES, GENERAL

be installed in accordance with the manufacturer's written instructions and as shown and specified. All gates shall be adequately braced to prevent warpage and bending under the intended use. Valves shall be firmly supported to avoid undue stresses on the pipe.

- B. Access: All valves shall be installed to provide easy access for operation, removal, and maintenance and to avoid conflicts between valve operators and structural members or handrails.
- C. Valve Accessories: Where combinations of valves, sensors, switches, and controls are specified, it shall be the responsibility of the CONTRACTOR to properly assemble and install these various items so that all systems are compatible and operating properly. The relationship between interrelated items shall be clearly noted on shop drawing submittals.
- D. Butterfly Valves: All exposed butterfly valves shall be installed with a means of removing the complete valve assembly without dismantling the valve or operator.

3.02 MEASUREMENT AND PAYMENT

- A. Measurement and payment will be based on the actual quantities installed as more specifically discussed and described in SECTION 01025 for MEASUREMENT AND PAYMENT.

END OF SECTION 02641

SODDING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 WORK INCLUDED

- A. The work included in this section consists of furnishing all labor, supplies, equipment and materials necessary to complete the installation of sod and associated materials herein after listed and as shown on the plans.

1.03 RELATED WORK

1.04 QUALITY ASSURANCE

- A. Sodding work shall be performed by a firm specializing in sodding.
- B. Source Quality Control: Ship sod with certificates of inspection as required by governing authorities.

Do not make substitutions. If specified sod is not obtainable, submit proof of non-availability to ENGINEER, together with proposal for use of equivalent material.

- C. Analysis and Standards: Package standard products with manufacturer have certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

1.05 SUBMITTALS

- A. Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Plant and Material Certifications:
 - 1. Certificate of inspection as required by governmental authorities.
 - 2. Manufacturer's or vendor's certified analysis for soil amendments or fertilizer materials.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying.
- C. Transporting:
 - 1. Sod transported to the project in open vehicles shall be covered with tarpaulin or other suitable covers securely fastened to the body of the vehicle to prevent injury to the sod

SODDING

material. Closed vehicles shall be adequately ventilated to prevent overheating of the sod. Evidence of inadequate protection against drying out in transit shall be cause for rejection.

2. Sod shall be kept moist, fresh and protected at all times. Such protection shall encompass the entire period during which the sod is in transit, being handled, or in temporary storage.
3. Upon arrival at the temporary storage location or the site of work, sod shall be inspected for proper shipping procedures. Should the roots be dried out, the ENGINEER will reject the sod. When sod has been rejected, the CONTRACTOR shall remove it at once from the area of the work and replace it.
4. Unless otherwise authorized by the ENGINEER, the CONTRACTOR shall notify the ENGINEER at least 48 hours in advance of the anticipated delivery date of sod material. A legible copy of the invoice, showing species and variety of sod included for each shipment shall be submitted to the ENGINEER. Certificate of Inspection must accompany each sod shipment.

1.07 JOB CONDITIONS

- A. Begin installation of sod after preceding related work is accepted.
- B. Environmental Requirements:
 1. Install sod during months acceptable to the ENGINEER.
 2. Do not install sod on saturated soil.
- C. Protection: Erect signs and barriers to control vehicular traffic.
- D. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until parties concerned mutually agree upon removal.

1.08 SEQUENCING AND SCHEDULING

- A. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
- B. Coordination with sodding: Plant trees, palms and shrubs after final grades are established and prior to planting of sod, unless otherwise acceptable to ENGINEER. If planting of trees, palms and shrubs occurs after sod work, protect sod areas and promptly repair damage to lawns resulting from planting operations.

1.09 SPECIAL PROJECT WARRANTY

- A. Warranty sod through specified lawn maintenance period, and until final acceptance.

PART 2 - PRODUCTS

SODDING

2.01 PLANTING SOIL

- A. Provide new planting soil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.
- B. Obtain planting soil from local sources or from areas having similar soil characteristics to that found at project site.
- C. Refer to Section 162 of the "FDOT Standard Specifications for Road and Bridge Construction" dated 2007 for Topsoil Specifications.

2.02 COMMERCIAL FERTILIZER

- A. For sod, provide fertilizer with percentage of nitrogen required to provide not less than 1 pound of actual nitrogen per 1,000 square foot of lawn area and not less than 4 percent phosphoric acid and 2 percent potassium. Provide nitrogen in a form that will be available to sod during initial period of growth; at least 50 percent of nitrogen to be organic form.

2.03 SOD

- A. Provide strongly rooted sod, not less than 2 years old, free of weeds and undesirable native grasses, and machine cut to pad thickness of 1-1/2 inch (plus or minus 1/4 inch), excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted (viable, not dormant).
- B. Provide sod uniform pad sizes with maximum 5 percent deviation in either length or width. Broken pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10 percent of pad will be rejected.
- C. Provide sod composed of the following:
 - 1. St. Augustine
 - 2. Bahia
- D. Sod shall be nursery grown on cultivated mineral agricultural soils. Sod shall have been mowed regularly and carefully maintained from planting to harvest.
- E. American Sod Producers Association (ASPA) Grade: Nursery Grown or Approved. Field grown sod is not acceptable.
- F. Furnished in pads:
 - 1. Size:
 - a. Length: 24 inches plus or minus 5%.
 - b. Width: 18 inches plus or minus 5%
 - c. Thickness: 1-1/2 inches excluding top growth and thatch.
 - 2. Not stretched, broken or torn.
- G. Uniformly mowed height when harvested: 2 inches.

SODDING

- H. Thatch: Maximum 1/2 inch uncompressed.
- I. Inspected and found free of disease, nematodes, pests, and pest larvae, by entomologist of State Department of Agriculture.
- J. Weeds:
 - 1. Free of Bermuda grass, nut grass or other objectionable weeds.
- K. Uniform in color, leaf texture, and density.

2.04 WATER

- A. Water shall be potable, from municipal water supplies or other sources which are approved by a public health department.

2.05 FERTILIZER

- A. FS O-F-241c (1), Grade A or B.
- B. The chemical designation shall be 1-8-8, with at least 50 percent of the nitrogen from a non-water-soluble organic source.

2.06 HERBICIDES

- A. As recommended by the State Department of Agriculture.

2.07 STAKES

- A. Softwood, 3/4-inch diameter, 8-inch length.

PART 3 - EXECUTION

3.01 PREPARATION OF GROUND SURFACE

- A. Before mixing, clean planting soil of roots, plants, sods, stones, clay lumps, and other extraneous material harmful or toxic to plant growth.
- B. Mix specified fertilizers with planting soil as necessary at rates specified. Delay mixing fertilizer if planting will not allow placing of planting soil within a few days.
- C. For sod, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.02 PREPARATION OF PLANTING BEDS

- A. Loosen subgrade of lawn areas to a minimum depth of 4 inches. Remove stones measuring over 1 1/2 inches in any dimension. Remove sticks, stones, rubbish, and other extraneous matter. Limit preparation to areas, which will be planted promptly after preparation.

SODDING

- B. Spread planting soil to minimum depth of 2 inches or as required meeting lines, grades, and elevations shown, after light rolling and natural settlement. Add specified fertilizer and mix thoroughly into upper 4 inches of topsoil.
- C. Place approximately 1/2 of total amount of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments and mix thoroughly into upper 4 inches.
- D. Where sod is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than 6 inches. Apply fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.
- E. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of OWNER's property. Do not turn existing vegetation over into soil being prepared for lawns.
- F. Allow for sod thickness in areas to be sodded.
- G. Apply specified commercial fertilizer at rates specified and thoroughly mix into upper 2 inches of topsoil. Delay application of fertilizer if lawn planting will not follow within a few days.
- H. Fine grade sod areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas, which can be planted immediately after grading.
- I. Moisten prepared sod areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting lawns. Do not create a muddy soil condition.
- J. Restore sod areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.03 SODDING NEW LAWNS

- A. Lay sod within 24 hours from time of stripping.
- B. Lay sod to form solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
- C. Anchor sod on slopes with wood pegs to prevent slippage.
- D. Water sod thoroughly with a fine spray immediately after planting.

3.04 MAINTENANCE

- A. Begin maintenance immediately after planting.
- B. Maintain lawns for not less than 30 days after substantial completion, and longer as required to establish an acceptable lawn.

SODDING

- C. Maintain sod by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- D. Mowing:
 - 1. Whenever grass reaches a height of 3 inches, it shall be cut back to 2 inches with all clippings removed.
 - 2. After two mowings, CONTRACTOR shall topdress the sod with an application of fertilizer at the rate of 1 pound of actual nitrogen per 1,000 square feet.

3.05 CLEANUP AND PROTECTION

- A. During sodding work, keep pavements clean and work area in an orderly condition.
- B. Protect sodding work and materials from damage due to landscape operations, operations by other CONTRACTORS and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged sod work as directed.

3.06 INSPECTION AND ACCEPTANCE

- A. Sod areas will be accepted when in compliance with all the following conditions:
 - 1. The roots are thoroughly attached to the soil.
 - 2. Absence of visible joints.
 - 3. All areas show a uniform stand of specified grass in healthy condition.
 - 4. At least 60 days have elapsed since the completion of the work in this section.
- B. When inspected sod work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by ENGINEER and found to be acceptable. Remove rejected plants and materials promptly from project site.
- C. Procedure:
 - 1. The CONTRACTOR shall submit a request for acceptance in writing to the ENGINEER. Request must be received not less than 10 days before the anticipated date for final inspection.
 - 2. Upon completion of all repairs and/or renewals required by ENGINEER at the inspection, the ENGINEER will verify the completeness of the work and then notify the OWNER in writing that the work is accepted.
 - 3. Upon completeness, the OWNER will assume maintenance of all sod areas.

3.07 MEASUREMENT AND PAYMENT

- A. Measurement and payment will be based on actual quantities installed as more specifically discussed and described in SECTION 01025 of MEASUREMENT AND PAYMENT.

END OF SECTION 02910

CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the concrete work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".
- B. Including but not necessarily limited to the following:
 - 1. Form work, shoring, bracing and anchorage.
 - 2. Concrete reinforcement and accessories.
 - 3. Cast-in-place concrete.

1.03 RELATED WORK

- A. Section 02510 - Concrete sidewalk
- B. Section 03300 - Cast-in-Place Concrete.
- C. All applicable sections of Division 1, 2, 3 and 4.

1.04 QUALITY ASSURANCE

- A. All work shall be in accordance with ACI 301, latest edition, a copy of which shall be maintained on site.
- B. Requirements of Regulatory Agencies: perform work in accordance with local building and other applicable codes.
- C. Installation: Performed only by skilled laborers with satisfactory record of performance on completed projects of comparable size and quality.
- D. Inspection and Testing:
 - 1. Test Cylinders - As per ASTM C-39.
 - a. Minimum of three (3) concrete test cylinder shall be taken for every 75 or less cubic yards of concrete placed each day.
 - b. Minimum of one (1) slump test shall be taken during any cold weather concreting, and be cured on job site under same conditions as the concrete it represents.
 - 2. Slump Test - As per ASTM C-143.

CONCRETE

- a. Minimum of one (1) slump test shall be taken for each set of test cylinders taken.

1.05 SUBMITTALS

- A. Test Reports: Reports of concrete compression, yield, air content and slump tests.
- B. Certificates:
 - 1. Manufacturer's certification that materials meet specification requirements.
 - 2. Material content per cubic yards of each class of concrete furnished.
 - a. Dry weights of cement.
 - b. Saturated surface-dried weights of fine and course aggregate.
 - c. Quantities, type and name of all mixtures.
 - d. Weight of water.
 - 3. Ready-mix delivery tickets as per ASTM C-94.
- C. Shop Drawings:
 - 1. Show sizes and dimensions for fabrication and placing of reinforcing steel and bar supports.
 - 2. Indicate reinforcement sizes, spaces, locations and quantities or reinforcing steel, and wire fabric, bending and cutting schedules, splicing and supporting and spacing devices.
 - 3. Indicate formwork dimensioning, materials, arrangement of joints and ties.
 - 4. Shop drawings shall be prepared under seal of a Professional Structural Engineer, registered in the State of Florida.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size and length.
- B. Handle and store materials to prevent contamination.

1.07 JOB CONDITIONS

- A. Allowable concrete temperatures:
 - 1. Hot weather: Maximum 90 degrees F as per ASTM C-94.
- B. Do not place concrete during rain, unless protection is provided.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

- A. Materials shall conform to ACI 301, latest edition.

CONCRETE

- B. Plywood forms: Douglas Fir Species, solid one side, form grade, sound undamaged sheets.
- C. Lumber: Southern Pine Species, No. 2 Grade, with grade stamp clearly visible.
- D. Form Ties: Removable, snap-off metal, of fixed and adjustable length, cone ends.
- E. Tubular Column Type: Round, spirally wound laminated fiber material, clearly visible.

2.02 REINFORCING STEEL

- A. Reinforcing steel shall conform to ASTM A615, 60 ksi yield grade billet steel reformed bars; uncoated finish.
- B. Welded steel wire fabric shall conform to ANSI/ASTM A185, plain type; coiled rolls, uncoated finish.

2.03 CONCRETE MATERIALS

- A. Cement: shall conform to ASTM C150, normal Type II Portland, gray color.
- B. Fine and coarse aggregate shall conform to ASTM C33.
- C. Water: clean and not detrimental to concrete.

2.04 ADMIXTURES

- A. Air Entraining: ASTM C-260
- B. Chemical: Type (as required) ASTM C-494.
- C. Fly Ash and Pozzolans: ASTM C-618
- D. Color - Conditioned Concrete: ASTM C-494 and ASTM C-979

2.05 ACCESSORIES

- A. Non-shrink grout: pre-mixed compound with non-metallic aggregate, cement, water reducing and plasticizing agents; capable of minimum compressive strength of 4000 psi.
- B. Construction joints: locate and install construction joints, which are not shown on drawings, so as not to impair strength and appearance of the structure, as acceptable to the ENGINEER. Place construction joints perpendicular to the main reinforcement, continue reinforcement across construction joints.
- C. Expansion joints: shall be a minimum of 3/4-inch thick asphalt impregnated fiberboard as per ASTM D-1751.
- D. Form release agent shall be a colorless material, which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete.
- E. Water shall be clear and potable.

CONCRETE

2.06 CURING MATERIALS

- A. Water shall be clean and potable.
- B. Absorptive mat shall be burlap fabric of 9 oz./sq. yd. clean, roll goods complying with AASHTO M182, Class 3.
- C. Membrane curing compound shall conform to ASTM C309.
- D. Clear Sealer: "Clear Bond" as manufactured by Guardian Chemical Co., Dayton Day-Chem Cure-W (J-9-A) or approved equal.
- E. Color curing compound shall be liquid membrane-forming conforming to ASTM C 309 two-component Lithochrome Colorwax by L.M. Scofield Company, or approved equal, color to match admixture for color-conditioned concrete.

2.07 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94.
- B. Concrete:
 - 1. Compressive strength (28 days): 4000 psi.
 - 2. Slump: 4(±) 1 inch.

PART 3 - EXECUTION

3.01 FORMWORK ERECTION

- A. Verify lines, levels, and measurement before proceeding with formwork.
- B. Hand trimmed sides and bottom of earth forms; remove loose dirt.
- C. Align form joints.
- D. Do not apply form release agent where concrete surfaces receive special finishes or applied coatings, which may be affected by agent.
- E. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors and other inserts.

3.02 REINFORCING

- A. Place, support and secure reinforcement against displacement.

3.03 PLACING CONCRETE

- A. Color Conditioned concrete, when batching, shall not be less than one-third of the capacity of the mixing drum (a minimum of four yards for a ten yard mixer) and will be in full cubic yard increments.
- B. Notify ENGINEER minimum 24-hours prior to commencement of concreting operations.

CONCRETE

- C. Scratch, float, trowel, broom or belt finish surfaces, as scheduled or indicated on the Drawings.

3.04 TOLERANCES

- A. Provide Class B tolerance to floor slabs according to ACI 301. Pitch to drains 1/4 inch per foot.

3.05 FINISHES FOR EXPOSED SURFACES

- A. Provide exposed surfaces with finishes as called for on the Drawings.

3.06 CONCRETE CURING

- A. Curing for standard grey work after finishing, cure concrete by keeping moist for one (1) week after placement. Floors and vertical surfaces may be sprayed with an approved curing compound to retard evaporation of water, if spraying is not objectionable because of future finishing requirements. Begin curing operations as soon as concrete has attained its initial set. Keep exposed concrete surface moist for at least one (1) week.
- B. Apply a liquid membrane-forming compound, conforming with ASTM C 309, color to match that of the color condition concrete. Apply on flat work immediately after the finishing operation pursuant to the manufacturers recommendations.

3.05 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is provided for work covered by this Section. All costs in connection with concrete work shall be included in the bid price of any item in the Item Response Form for which concrete products, materials, or appurtenances are required.

END OF SECTION 03010

CONCRETE FORM WORK**PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 WORK INCLUDED

- A. Formwork for Cast-In-Place Concrete, with shoring, bracing, and anchorage.
- B. Openings for other affected work.
- C. Form accessories.
- D. Stripping forms.

1.03 RELATED WORK

- A. Section 03010 - Concrete.
- B. Section 03200 - Concrete Reinforcement.
- C. Section 03300 - Cast-In-Place Concrete.

1.04 SYSTEM DESCRIPTION

- A. Design, engineer and construct formwork, shoring and bracing to meet design code requirements, so that resultant concrete conforms to required shapes, lines, and dimensions.

1.05 QUALITY ASSURANCE

- A. Construct and erect concrete formwork in accordance with ACI 301 and 347.

1.06 SUBMITTALS

- A. Indicate pertinent dimensions, materials, and arrangement of joints and ties.
- B. Prepare shop drawings under seal of Professional Structural Engineer registered in the State of Florida.
- C. Manufacturers certification that materials meet specification requirements.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle materials in accordance with manufacturers recommendations.
- B. Deliver form materials in manufacturer's packaging with installation instructions.

CONCRETE FORM WORK

- C. Store off ground in ventilated and protected area to prevent deterioration from moisture or damage.
- D. Remove packaging from void forms.

PART 2 - PRODUCTS**2.01 FORM MATERIALS**

- A. Plywood: Douglas Fir Species; medium density overlaid one side grade; sound, undamaged sheets with straight edges.
- B. Lumber: Southern Pine Species; No. 2 grade; with grade stamp clearly visible.
- C. Tubular Column: Round, of spirally wound laminated fiber type; surface treated with release agent; of size required.

2.02 FORMWORK ACCESSORIES

- A. Form Ties: Snap-off metal of adjustable length; cone type; 1 1/2 inch break back dimension; free of defects that will leave holes no larger than 1-1/4 inches diameter in concrete surface.
- B. Form Release Agent: Colorless material which will not stain concrete, absorb moisture, or impair natural bonding in color characteristics of coating intended for use on concrete.
- C. Fillets for Chamfered Corners: Wood strips or rigid PVC plastic in maximum possible lengths.
- D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required; or strength and character to maintain formwork in place while placing concrete.

PART 3 - EXECUTION**3.01 INSPECTION**

- A. Verify lines, levels, and measurements before proceeding with formwork.

3.02 PREPARATION

- A. Hand-trim sides and bottoms of earth forms; remove loose dirt prior to placing concrete.
- B. Minimize form joints. Symmetrically align joints and make weathertight to prevent leakage of mortar.
- C. Arrange and assemble formwork to permit dismantling, stripping, so that concrete is not damaged during its removal.
- D. Arrange forms to allow stripping without removal of principal shores, where required to remain in place.

3.03 ERECTION

- A. Provide bracing to ensure stability of formwork. Strengthen formwork liable to be overstressed by construction loads.

CONCRETE FORM WORK

- B. Camber slabs and beams to achieve ACI 301 tolerances.
- C. Provide temporary ports in formwork to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain. Close ports with tight fitting panels, flush with inside face of forms, neatly lifted so that joints will be apparent in exposed concrete surfaces.
- D. Provide expansion strips on external corners of beams and columns, where exposed.
- E. Install void forms. Protect from moisture before concrete placement. Protect from crushing during concrete placement.
- F. Construct formwork to maintain tolerances in accordance with ACI 301.

3.04 APPLICATION OF FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's instructions. Apply prior to placing reinforcing steel, anchoring devices, and embedded items.
- B. Do not apply form release agent where concrete surfaces are scheduled to receive special finishes or applied coverings, which may be affected by agent. Soak contact surfaces of untreated forms with clean water. Keep surfaces wet prior to placing concrete.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for work embedded in or passing through concrete.
- B. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.
- C. Install accessories in accordance with manufacturer's instructions, level and plumb. Ensure items are not disturbed during concrete placement.

3.06 FORM REMOVAL

- A. Notify ENGINEER prior to removing formwork.
- B. Do not remove forms and shoring until concrete has sufficient strength to support its own weight, and construction and design loads which may be imposed upon it. Remove load-supporting forms when concrete has attained 75 percent of required 28-day compressive strength, provided construction is reshored.
- C. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 degrees F for 24-hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- D. Formwork supporting weight of concrete, such as beam soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28-days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location of members.

CONCRETE FORM WORK

- E. Reshore structural members due to design requirements or construction conditions to permit successive construction.
- F. Remove formwork progressively so no unbalanced loads are imposed on structure.
- G. Do not damage concrete surfaces during form removal.
- H. Store reusable forms for exposed architectural concrete to prevent damage to contact surfaces.
- I. Remove formwork in same sequence as concrete placement to achieve similar concrete surface coloration.

3.07 CLEANING

- A. Clean forms to remove foreign matter as erection proceeds.
- B. Ensure that water and debris drain to exterior through clean-out ports.

3.08 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is provided for work covered by this Section. All costs in connection with concrete formwork shall be included in the bid price of any item in the Item Response Form for which concrete formwork is required.

END OF SECTION 03100

CONCRETE REINFORCEMENTPART 1 - GENERAL1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 WORK INCLUDED

- A. Reinforcing steel bars, welded steel wire fabric, fabricated steel bar or rod mats for cast-in-place concrete.
- B. Support chairs, bolsters, bar supports, spaces, for supporting reinforcement.

1.03 RELATED WORK

- A. Section 03010 - Concrete.
- B. Section 03100 - Concrete Formwork.
- C. Section 03300 - Cast-In-Place Concrete.

1.04 QUALITY ASSURANCE

- A. Perform concrete reinforcement work in accordance with CRSI Manual and Standard Practice, and Documents 63 and 65.
- B. Conform to ACI 301.

1.05 SUBMITTALS

- A. Indicate sizes, spacings, locations and quantities of reinforcing steel, bending and cutting schedules, splicing, stirrup spacing, supporting and spacing devices.
- B. Prepare shop drawings under seal of Professional Structural ENGINEER registered in the State of Florida.
- C. Submit mill test certificates and supplied concrete reinforcing, indicating physical and chemical analysis.

PART 2 - PRODUCTS2.01 MATERIALS

- A. Reinforcing Steel: ASTM A615, 60-ksi-yield grade billet-steel, deformed bars, uncoated finish.
- B. Welded Steel Wire Fabric: ANSI/ASTM A185 plain type; in coiled rolls; uncoated finish.
- C. Stirrup Steel: ANSI/ASTM A82.

2.02 ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16 gauge annealed type.

CONCRETE REINFORCEMENT

- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during installation and placement of concrete, including load bearing pad on bottom to prevent vapor barrier puncture.
- C. Chairs, Bolsters, Bar Supports, Spacers Adjacent to Architectural Concrete Surfaces: Plastic coated or stainless steel type; sized and shaped as required.

2.03 FABRICATION

- A. Fabricate in accordance with ACI 315, providing concrete cover specified in Section 03300.
- B. Locate reinforcing splices not indicated on Drawings at points of minimum stress. Indicate location of splices on shop drawings.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Before placing concrete, clean reinforcement of foreign particles or coatings.
- B. Place, support, and secure reinforcement against displacement. Do not deviate from alignment or measurement.
- C. Do not dispose or damage vapor barrier required by Section 03300.

3.02 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is provided for work covered by this Section. All costs in connection with concrete reinforcement work shall be included in the bid price of any item in the Item Response Form for which concrete reinforcement is required.

END OF SECTION 03200

CAST-IN-PLACE CONCRETE**PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 WORK INCLUDED

- A. Provide all labor, materials, necessary equipment and services to complete the Cast-In-Place Concrete Work, as indicated on the drawings, as specified herein or both except as for items specifically indicated as "NIC ITEMS".
- B. Including but not necessarily limited to the following:
1. Cast-In-Place concrete walls, footings, foundation walls, paving, walks, slabs, formwork, reinforcing and all other components as indicated on the Drawings.

1.03 RELATED WORK

- A. Section 03010 - Concrete.
- B. Section 03100 - Concrete Form work.
- C. Section 03200 - Concrete Reinforcement.
- D. Section 03370 - Concrete Curing.
- E. Section 02510 - Concrete Sidewalk

1.04 QUALITY ASSURANCE

- A. Applicator Qualifications: Minimum of five years experience on 5 comparable concrete projects.
- B. Requirements of Regulatory Agencies: Perform work in accordance with local building codes.
- C. Allowable Tolerances: Flat work true to plane 1/8 inch in 10 feet.
- D. Slump tests as per ASTM C-143, and test cylinders as per ASTM C-39.

1.05 TESTS

- A. Submit proposed mix design of each class of concrete to appointed firm for review prior to commencement of work.
- B. Testing firm will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.
- C. Tests of cement and aggregates will be performed to ensure conformance with requirements stated herein.

CAST-IN-PLACE CONCRETE

- D. Three (3) concrete test cylinders will be taken for every 75 cubic yards. or less of each class of concrete placed each day.
- E. One (1) slump test will be taken for each set of test cylinders taken.
- F. All testing shall be at the expense of the CONTRACTOR.

1.06 SUBMITTALS

- A. Provide product data for specified products.
- B. Test Reports: Reports of concrete compression, yield, air content, and slump tests.
- C. Certificates:
 - 1. Manufacturer's certification that materials meet specification requirements.
 - 2. Material content per cubic yard of each class of concrete furnished.
 - a. Dry weights of cement.
 - b. Saturated surface-dried weights of fine and coarse aggregate.
 - c. Quantities, type and name of admixtures.
 - d. Weight of water.
 - 3. Ready-mix delivery tickets, ASTM C-94.
- D. Shop Drawings:
 - 1. Show sizes and dimensions for fabrication and placing of reinforcing steel and bar supports.
 - 2. Indicate bar schedules, stirrup spacing, and diagrams of bend bars.
 - 3. Detail items of form systems affecting appearance of architectural concrete surfaces such as joints, tie holes, liners, patterns and textures. Show items in relation to entire form system.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size and length.
- B. Handle and store materials to prevent contamination.

1.08 ENVIRONMENTAL REQUIREMENTS

- A. Allowable concrete temperatures:
 - Hot Weather: Maximum 90° F as per ASTM C-94.
- B. Do not place concrete during rain, unless protection is provided.

CAST-IN-PLACE CONCRETEPART 2 - PRODUCTS2.01 MATERIALS & MANUFACTURERS

- A. Concrete Ready-Mix concrete ASTM C-94.
1. Cement:
 - a. ASTM C 150, Type II
 2. Admixtures:
 - a. Air entraining: ASTM C-260
 - b. Chemical: Type (as required) ASTM C-494.
 - c. Fly ash and pozzolans: ASTM C-618
 - d. Vapor Barrier: 6-mil thick film of type recommended for below grade application.
 3. Coarse aggregate: Not less than 50% clean, hard, crushed stone conforming to requirements of Table 2, size number 467 ASTM C-33.
 4. Slump 4 inch maximum; plus tolerance 0, minus tolerance 1 inch.
 5. Air content: 5% + 1%.
 6. Mix proportioning:
 - a. In accordance with ASTM C-94.
 - b. 28 day compressive strength of moist cured laboratory samples 4,000 PSI.
 - c. Use set retarding admixtures during hot weather only when approved by ENGINEER.
 - d. Minimum cement contents 5 sacks/cubic yards.
 - e. Add air-entraining agent to concrete work exposed to exterior.
 7. Curing Material: Liquid membrane, ASTM C-309, Type 1.
 8. Mixes:
 - a. ASTM C-94.
 - b. Mix concrete only in quantities for immediate use.
 - c. Do not retemper or use set concrete.
- B. Bars.
1. Deformed billet steel: ASTM A 615, Grade 60.
- C. Wire Fabric:
1. Welded Wire Fabric Steel: ASTM A 185
- D. Tie Wire: FS QQ-W-461-G, annealed steel, black 16 ga. minimum.
- E. Bar supports: Conform to "Bar Support Specification," CRSI Manual of Standard Practice.

CAST-IN-PLACE CONCRETE**F. Forms:**

1. Conform with ACI 347, Chapter 3, Material and Form Work.
2. Lumber:
 - a. Softwood framing lumber: Kiln dried, PS-20.
 - b. Boards less than 1 1/2 inch thick and 2 inch wide, used for basic forms and form liners: Kiln dried.
 - c. Grade marked by grading rules agency approved by American Lumber Standards Committee.
 - d. Light framing or studs for board or plywood forms, 2 inch to 4 inch width and thickness Construction Standard grade.
 - e. Boards for basic forms Construction Standard grade.
 - f. Board surface: Smooth.
3. Plywood:
 - a. Exterior type softwood plywood, PS 1-66.
 - b. Each panel stamped or branded indicating veneer grades, species, type and identification.
 - c. Wood faced plywood for architectural concrete surfaces.
 - (1). Panel veneer grades: B - C.
 - (2). Mill-oiled sides and mill-sealed edges of panels.
4. Ties:
 - a. Materials: Stainless Steel.
 - b. Type: Snap Ties.
 - c. Depth of breakback: 1 inch.
 - d. Maximum diameter 1/4 inch.
5. Form coatings:
 - a. Non-staining type.
 - b. Agent: Pine oil derivative.

G. Water: Clean and potable.**PART 3 - EXECUTION****3.01 FORMWORK**

- A. Conform to ACI 347, Chapter 2, Construction; and Article 4.2, architectural Concrete.

CAST-IN-PLACE CONCRETE

- B. Framing, Bracing and Plywood Form Liners: APA Form V 345-72.
- C. Provide temporary openings in framework for concrete placement.
- D. Fill voids of plywood joints with sealant and tool smooth.
- E. CONTRACTOR is responsible for the design, construction, removal and complete safety of formwork and shoring.
- F. Form construction shall be provided to shape, lines dimensions of members shown; substantial, tight enough to prevent leakage, and properly braced or tied to maintain position and size, form sides and bottoms of members unless specifically excepted.

3.02 REINFORCING

- A. Fabrication shall be provided to latest ACI Manual of Practice ACI-315.
- B. Reinforcing free from excessive rust, scale or coating reducing bond. Bars bent cold in fabrication plant. Chairs, support bars, and other accessories furnished to carry and provide coverage as required by ACI Manual.
- C. Unless otherwise indicated the minimum coverage is 3 inch for footings (slabs to have 3/4 inch minimum). Call any "crowding" of reinforcement to ENGINEERs attention during placing.
- D. Splices shall be Mesh 6 inch lap, bars 30 X diameter minimum.
- E. Conduit or pipes embedded in concrete must have specific approval and be located to avoid cracking or reduction in strength. Provide extra strong pipe sleeves where pipes are allowed to pierce concrete beams or walls.
- F. Placement:
 - 1. Bar supports: CRSI 65.
 - 2. Reinforcing bars: CRSI 63.
- G. Steel Adjustment:
 - 1. Move within allowable tolerances to avoid interference with other reinforcing steel, conduits, expansion joints, or embedded items.
 - 2. Do not move bars beyond allowable tolerances without concurrence of ENGINEER.
 - 3. Do not heat, bend or cut bars without concurrence of ENGINEER.
- H. Splices:
 - 1. Lap splices: Tie securely with wire to prevent displacement of splices during placement of concrete.
 - 2. Splice devices: Install in accordance with manufacturer's written instructions.

CAST-IN-PLACE CONCRETE

3. Welding: Perform in accordance with AWS Standards.
 4. Do not splice bars except at locations shown on drawings without concurrence of ENGINEER.
- I. Wire Fabric:
1. Install in longest practicable length.
 2. Lap adjoining pieces one full mesh minimum, and lay splices with 16-gauge wire.
 3. Offset end laps in adjacent widths to prevent continuous laps.
- J. Cleaning: Remove dirt, grease, oil, loose mill scale, excessive rust, and foreign matter that will reduce bond with concrete.
- K. Protection During Concreting: Keep reinforcing steel in proper position during concrete placement.
- 3.03 JOINTS
- A. Construction pours shall be continuous pours except where joints are indicated. No additional joints except by special acceptance in writing by the ENGINEER. Allow no construction or interrupted pour joints in any exposed surface, unless treated as part of design.
1. Where indicated and as detailed, provide saw cut type construction joints of sizes as called for on the drawings.
- B. Expansion joints shall be constructed as shown on drawings.
1. Expansion material shall be ½ inch continuous full depth strips set ½ inch below finish surface with ½ inch x ½ inch joint sealant filler above.
- 3.04 BUILT-IN ANCHORING DEVICES, FIXTURES, PIPE SLEEVES AND OTHER INSERTS
- A. Build-in and coordinate as required and called for on the drawings all items to be constructed into concrete such as anchoring devices, fixtures, piping, sleeves and other inserts and items as required for a complete installation.
- 3.05 INSPECTION
- A. Assure that excavation and formwork are completed, with smooth rubbed finish, and that excess water is removed.
 - B. Check that reinforcement is secured in place.
 - C. Verify that expansion joint material, anchors, and other embedded items are secured in position.
 - D. Verify anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, held securely, and will not cause hardship in placing concrete.

CAST-IN-PLACE CONCRETE**3.06 CONCRETE QUALITY**

- A. Design of mix shall be a laboratory designed mix to satisfy the following requirements and shall be approved by the ENGINEER.
 - 1. Ready mixed concrete as per ASTM C-94 with 28 day strength 4,000 PSI minimum, for all standard grey concrete work.
 - 2. Proportion the concrete to work readily into forms and around reinforcement, without excessive manipulation, segregation or water gain. Approved additives may be used to achieve the above results.
 - 3. Slump shall be maximum 3 inch for footings, and for all other concrete shall be 3 inch to 5 inch.
 - 4. Submit for approval representative test results by independent laboratory to substantiate proposed mix design.

3.07 PREPARATION FOR POURS

- A. Notify the OWNER's Representative, ENGINEER and other inspectors at least 36 hours prior to inspection.
- B. Equipment forms, and reinforcing shall be clean and wet down, reinforcing firmly secured in place, runways set up and not resting on or displaying reinforcing.
- C. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's instruction.
- D. At locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels, and pack solid with non-shrink grout.

3.08 PLACING

- A. Mixing and conveying shall be as per ASTM C-94 and as follows:
 - 1. Maximum elapsed time from addition of water to placing in forms -60 minutes, (total mixing time).
 - 2. Concrete handled and placed by methods, which keep concrete plastic, prevent separation of materials, and do not displace reinforcement.
- B. Deposit as close as possible to final position to avoid segregation of materials. Restrict drop to 3 ft maximum (less for exposed concrete), using tremie if necessary.
 - 1. Compact by mechanical vibration to thoroughly work around reinforcing and eliminate honeycomb.
- C. Place concrete in accordance with ACI 301.
- D. Hot Weather Placement: ACI 301.
- E. Cold Weather Placement: ACI 301.

CAST-IN-PLACE CONCRETE

F. Ensure reinforcement, inserts, embedded parts and formed joints are not disturbed during concrete placement.

G. Maintain concrete cover around reinforcing as follows:

<u>Item</u>	<u>Coverage</u>
Beams	1 1/2 inch
Supported Slabs	3/4 inch
Column Ties	1 1/2 inch
Walls (exposed to weather or backfill)	2 inch
Footings and Concrete Formed Against Earth	3 inch
Slabs on Fill	2 inch

H. Place concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.

I. Saw cut control joints at an optimum time after finishing. Use 3/16 inch thick blade, cutting 1/3 depth of slab thickness.

J. Separate exterior slabs on fill from vertical surfaces with joint filler. Extend joint filler from bottom of slab to within 1/2 inch of finished slab surface.

K. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify ENGINEER upon discovery.

3.09 CONCRETE CURING

A. Curing for standard grey work after finishing, cure concrete by keeping moist for one (1) week after placement. Floors and vertical surfaces may be sprayed with an approved curing compound to retard evaporation of water, if spraying is not objectionable because of future finishing requirements. Begin curing operations as soon as concrete has attained its initial set. Keep exposed concrete surface moist for at least one (1) week.

B. Apply a liquid membrane-forming compound, conforming to ASTM C 309, color to match that of the color condition concrete. Apply on flat work immediately after the finishing operation pursuant to the manufacturers recommendations.

3.10 CONCRETE FINISHING

A. Unexposed concrete work shall be patched and repaired immediately after removal of forms.

1. Cut off metal ties a minimum of 1 inch back from surface of concrete.
2. Moderate honeycomb cut out and prepared for patching. Severe honeycomb with exposed steel reinforcing is to be removed or "united" at the discretion of the ENGINEER.
3. Wet areas for patching and pack carefully with rich mortar rubbed to match surface.

B. Provide concrete surfaces to be left exposed, walls, columns, beams, with smooth rubbed finish.

CAST-IN-PLACE CONCRETE

- C. Provide Class B tolerances to floor slabs and toppings according to ACI 301.
- D. Pitch to drains 1/4 inch per foot.
- E. Exposed concrete work shall be patched and repaired as accepted by ENGINEER after consultation. Patching and rubbing will be kept to a minimum if possible, but when necessary will be done with great care to obtain maximum degree of matching in color and texture to adjacent finished concrete surfaces.
- F. Monolithic finish using care to obtain a level surface; floors out of level or with variation greater than 1/8 inch in 10 feet shall be corrected.
- G. All finishes shall be as called for on the drawings.

3.11 SEPARATE FLOOR TOPPINGS

- A. Prior to placing, roughen concrete base course and remove foreign materials. Broom and vacuum clean.
- B. Place dividers, edge strips, reinforcing and other items to be cast in.
- C. Apply bonding agent on base course in accordance with manufacturer's instructions. Apply sand and cement slurry coat on base course immediately prior to placing toppings.
- D. Place concrete floor toppings to required lines and levels.

3.12 PATCHING

- A. Notify ENGINEER immediately upon removal of forms.
- B. Patch imperfections.

3.13 DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required levels and lines, details, and elevations.
- B. Repair or replace concrete not properly placed or of the specified type.

3.14 FIELD QUALITY CONCRETE

- A. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.15 PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. During curing period, protect concrete from damaging mechanical disturbances, water flow, loading, shocking, and vibration.

CAST-IN-PLACE CONCRETE

3.16 APPLICATION OF BOND COAT FOR CONCRETE LEVELING COAT FOR PAVERS AND TEXTURED SURFACES

- A. Provide installation as per manufacturer's standard printed specifications, instructions and recommendations.

3.17 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is provided for work covered by this Section. All cast in place concrete shall be included in the bid price of the relevant item in the Item Response Form.

END OF SECTION 03300

CONCRETE CURING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 WORK INCLUDED

- A. Maintenance of conditions for proper concrete curing.

1.03 RELATED WORK

- A. Section 02510 - Concrete Sidewalk
- B. Section 03010 - Concrete
- C. Section 03300 - Cast-in-Place Concrete

1.04 QUALITY ASSURANCE

- A. Conform to requirements of ACI 301.

1.05 REFERENCES

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.

1.06 SUBMITTALS

- A. Provide product data for specified products.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient temperature at 70 degrees F for three (3) days.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Water: Clean and not detrimental to concrete.
- B. Absorptive Mat: Burlap fabric of 9 ounce per square yard clean, roll goods.
- C. Curing Compound: As per ASTM C309.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify concrete surfaces are ready for curing.

CONCRETE CURING

3.02 CURING COMPOUND

- A. Apply curing compound in two (2) coats with second coat at right angles to first.
- B. Apply in accordance with manufacturer's instructions.

3.03 SPRAYING

- A. Spray water over slab areas; maintain wet for three (3) days.

3.04 ABSORPTIVE MAT

- A. Saturate burlap side of burlap fabric mat. Place over slab areas, burlap side down; lap edges and ends 12 inches. Maintain in place for seven (7) days.

3.05 CONCRETE CURING

- A. Curing for standard grey work after finishing, cure concrete by keeping moist for one (1) week after placement. Floors and vertical surfaces may be sprayed with an approved curing compound to retard evaporation of water, if spraying is not objectionable because of future finishing requirements. Begin curing operations as soon as concrete has attained its initial set. Keep exposed concrete surface moist for at least one (1) week.
- B. Apply a liquid membrane-forming compound, conforming with ASTM C 309, color to match that of the color condition concrete. Apply on flat work immediately after the finishing operation pursuant to the manufacturers recommendations.
- C. Cure concrete as scheduled or indicated.
- D. Remove absorptive mat after curing.

3.06 MEASUREMENT AND PAYMENT

- A. No separate measurement and payment is provided for work covered by this Section. All costs in connection with concrete curing shall be included in the bid price of any item in the Item Response Form for which concrete curing is required.

END OF SECTION 03370

DIESEL-ELECTRIC STANDBY POWER SYSTEM

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Provide, install, and acceptance test a complete and operable standby electric generating system, including all devices and equipment specified herein, as shown on the drawings, and as required for the service. Materials and equipment shall be new, and delivered to the job site factory tested and ready for installation.
- B. Generator set ratings shall be 400kW @ 0.8 p.f., 480/277V, 3 phase, four wire, wye connected. Output capacity shall be maintained up to 500 feet elevation and at ambient temperatures between 40 and 120 degrees F.
- C. The system shall include the following:
 - 1. 1 engine-generator set, with accessories
 - 2. Automatic Transfer Switch
 - 3. Starting batteries
 - 4. Battery Charger, 10 amp rating
 - 5. Other control devices, accessories, tests, documents, and services as needed to meet specifications.
- D. Furnish the following items for the generator set:
 - 1. Exhaust silencer, hospital grade, flanges, wall thimble, and flexible exhaust pipe section, sized as required for the engine and installation. All exhaust materials shall be 316 stainless steel.
 - 2. Sound attenuated, weatherproof enclosure as specified herein.
 - 3. Sub-base fuel tank with automatic controls as specified herein.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Equipment and equipment installation shall meet all applicable state and local codes. Equipment supplied shall meet or exceed requirements of the following, as applicable:

NFPA 70 National Electrical Code
NFPA 110 Emergency and Standby Power Systems
NFPA 37 Installation of Stationary Engines
- B. It is intended that all products specified herein be of standard ratings, therefore the kW and kVA ratings, ampere ratings, withstand and closing ratings, etc., shall be the manufacturer's next larger size or rating when the specifications cannot be exactly met.

1.03 SUBMITTALS

- A. Shop Drawings: For all equipment specified, provide the following:

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1. Specification and data sheets showing ratings and derating schedules, operating performance, weights, fuel consumption rates, ventilation and combustion air requirements, exhaust flow data, cooling system data, and engine and generator data, including generator breaker information.
2. Manufacturer's certification of generator set prototype testing. Transfer switch withstand and closing ratings with overcurrent device specifications.
3. Manufacturer's warranty documents and statements accepting warranty responsibility as specified herein for all equipment.
4. Itemized list of all exceptions taken to this specification.
5. Plan and elevation views with certified overall and interconnection point dimensions.
6. Electrical interconnection wiring diagrams showing all external connections required; with terminal and destination markings for all equipment, controls, and devices included in the system.
7. Manufacturer's installation, operating, and maintenance instructions.
8. All accessory equipment information.

1.04 APPROVAL

- A. Supplier: All standby electrical generating system equipment shall be provided and tested by a single supplier who is an authorized representative of the generator set engine manufacturer. This representative shall maintain parts and service facilities, including factory trained mechanics and 24 hour service availability, for the unit supplied within 100 miles of the project site.

Approved Engine Manufacturers/System Suppliers:

1. Caterpillar by Pantropic Power Products, Inc.
 2. Cummins/Onan by Cummins Southeastern Power, Inc. or OK Generators
 3. Detroit Diesel by Florida Detroit Diesel-Allison.
- B. Warranty: The complete electrical power system (generator set, controls, and associated switches, switchgear and accessories), as provided by the single source supplier, shall be warranted by the manufacturer against defects in materials and workmanship for a period of five years or 1500 hours, whichever occurs first from the date of system start-up. Coverage shall include parts, labor, travel expenses, and labor to remove/reinstall the equipment, per the manufacturer's standard published limited warranty. There shall be no deductibles applied to the warranty.

PART 2 - PRODUCTS

2.01 DIESEL ENGINE-GENERATOR SET

DIESEL-ELECTRIC STANDY POWER SYSTEM

- A. Performance: The generator set manufacturer shall verify the diesel engine as capable of driving the generator with all accessories in place and operating at the generator set kW rating after derating for the range of temperatures expected in service and the altitude of the installation. The manufacturer shall provide documentation demonstrating satisfactory prototype test results for the model specified and production test results for equipment supplied for this project. Generator sets that have not been factory tested at 0.8 PF will not be acceptable. Voltage regulation shall be +/- 0.5 percent of rated voltage for any constant load between no load and rated load. Frequency regulation shall be isochronous from steady state no load to steady state rated load. Total Harmonic Distortion; the sum of AC voltage waveform harmonics, from no load to full linear load, shall not exceed 5% of rated voltage (L-N, L-L, L-L-L) and no single harmonic shall exceed 3% of rated voltage. Telephone Influence Factor; TIF shall be less than 50 per NEMA MG1-22.43. The diesel engine-generator set shall be capable of single step load pick up of 100% nameplate kW and power factor, less applicable derating factors, with the engine-generator set at operating temperature.
- B. After an initial instantaneous voltage dip not to exceed 20 percent, the generator set shall be capable of sustaining a minimum of 90% of rated no load voltage with the specified kVA load at near zero power factor applied to the generator set. Maximum frequency dip shall not exceed 10 percent. Maximum recovery time shall be three seconds.
- C. AC Generator: AC generator, exciter and voltage regulator shall be designed and manufactured by the engine-generator set manufacturer as a complete generator system. The AC generator shall be; synchronous, four pole, revolving field, drip-proof construction, single pre-lubricated sealed bearing, air cooled by a direct drive centrifugal blower fan, and directly connected to the engine with flexible drive disc(s). The stator shall have skewed laminations of insulated electrical grade steel, two-thirds pitch windings. The rotor shall have amortisseur (damper) windings. The rotor shall be dynamically balanced. The exciter shall be brushless, three phase, with full wave silicon diodes mounted on the rotating shaft and a surge suppressor connected in parallel with the field winding. All insulation system components shall meet NEMA MG1 standard temperature limits for Class H insulation system. Actual temperature rise measured by resistance method at full load shall not exceed 105 degrees Centigrade. The generator shall be broad range, 12 lead reconnectable. The generator shall be capable of delivering rated output (kVA) at rated frequency and power factor, at any voltage within the broad range. The main generator and exciter insulation systems must be suitably impregnated for operation in severe environments for resistance to sand, salt, and sea spray.
- D. Provide a 120V, single phase, 60 Hz, 200 watt minimum space heater for the generator windings. Provide the appropriate control such that the heater is on when the generator set is off and off when the generator set is on.
- E. A permanent magnet generator (PMG) shall provide excitation power to the automatic voltage regulator for immunity from voltage distortion caused by non-linear SCR controlled loads on the generator. The PMG shall sustain main field excitation power for optimum motor starting and to sustain short circuit current at approximately 300% of rated current for approximately 10 seconds. The automatic voltage regulator shall be temperature compensated, solid-state design. The voltage regulator shall be equipped with three-phase RMS sensing. The regulator shall control buildup of AC generator voltage to provide a linear rise and limit overshoot. Overvoltage protection shall sense the AC generator output voltage and in the event of regulator failure or loss of reference, shut down regulator output on a sustained overvoltage of one (1) second duration. Overexcitation protection shall sense regulator output and shut down regulator output if overloads exceed ten (10) seconds duration. Both overvoltage and overexcitation protection shutdowns shall be latched, requiring the AC generator to be stopped for reset. The regulator shall include an under frequency rolloff torque-matching characteristic,

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which shall reduce output voltage in proportion to frequency below a threshold of 58-59 HZ. The torque-matching characteristic shall include differential rate of frequency change compensation to use maximum available engine torque and provide optimal transient load response. Regulators which use a fixed volts per hertz characteristic are also acceptable provided that the specified response characteristics are met.

- F. Engine-Generator Set Control: The control shall have a 3 position selector switch with automatic remote start capability. A panel mounted switch shall stop the engine in the STOP position, start and run the engine in the RUN position, and allow the engine to start and run by closing a remote contact, and stop by opening the remote contact when in the REMOTE position. The control shall include a cycle cranking function. The cranking cycle, nonadjustable, shall consist of an automatic crank period of approximately 15 seconds duration followed by a rest period of approximately 15 seconds duration. Cranking shall cease upon engine starting and running. Two separate means of cranking termination shall be provided, one completely redundant to the other with no common components. Failure to start after three cranking attempts (75 seconds) shall shut down and lockout the engine, and visually indicate an overcrank shutdown on the panel. The control shall shut down and lock out the engine upon: failing to start after the specified time (overcrank), overspeed, low lubricating oil pressure, low oil level, high lube oil temperature, high engine temperature, low coolant level, low fuel level, generator breaker trip, or operation of a remote manual stop station. The control shall provide an engine monitor. A panel mounted switch shall reset the engine monitor and test all the lamps. Lamp indications on the control panel shall include:

- 1. Overcrank shutdown - red
- 2. Overspeed shutdown - red
- 3. Low oil pressure shutdown - red
- 4. Low oil level shutdown - red
- 5. High oil temperature shutdown - red
- 6. High engine temperature shutdown - red
- 7. Low coolant level shutdown - red
- 8. Generator breaker trip shutdown - red
- 9. High engine temperature prealarm - yellow
- 10. Low engine oil pressure prealarm - yellow
- 11. Low coolant temperature - yellow
- 12. Low fuel - yellow
- 13. Fuel leak - red
- 14. Run - green
- 15. Not in automatic start - flashing red
- 16. Auxiliary (2 each) - red

The engine-generator set starting battery(ies) shall power the monitor. The control shall include surge suppression for protection of solid state components. Operation of shut down circuits shall be independent of indication and prealarm circuits. Individual relay signals shall be provided for each indication for external circuit connections (not to exceed 1/2 amp draw). A common alarm contact for external connection shall be provided. Provide output status contacts (N.O.) for remote use for the following: Low fuel level, fuel leak, generator run (One (1) N.O. & One (1) N.C.).

- G. A NEMA 12 enclosed control panel shall be mounted on the generator set with vibration isolators. A front control panel illumination lamp with ON/OFF switch shall be provided. Control panel mounted indicating meters and devices shall include:

- 1. Engine Oil Pressure Gauge

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2. Coolant Temperature Gauge
3. DC Voltmeter
4. Running Time Meter (hours)
5. Voltage adjusting rheostat, locking screwdriver type, to adjust voltage +/- 5% from rated value
6. Analog AC Voltmeter, dual range, 90 degree scale, 2% accuracy
7. Analog AC Ammeter, dual range, 90 degree scale, 2% accuracy
8. Analog Frequency/RPM meter, 45-65 Hz, 1350-1950 RPM, 90 degree scale, +/- 0.6 Hz accuracy
9. Seven position phase selector switch with OFF position to allow meter display of current and voltage in each generator phase.

When supplied with reconnectable generators, the meter panel shall be reconnectable for the voltage specified.

- H. Engine: The engine shall be 4 cycle, 1800 rpm, diesel fueled, direct injection, with forged steel crankshaft and connecting rods. An electronic governor; consisting of a magnetic pickup speed sensor, adjustable electronic control, and an electric actuator mounted integrally with the fuel pump, shall provide automatic engine-generator set frequency regulation adjustable from isochronous to 5% droop. The governor shall be suitable for paralleling future generator sets with the addition of load sharing controls. The engine shall be cooled by a unit-mounted closed loop radiator system including belt-driven pusher fan, coolant pump and thermostat temperature control. The cooling system shall be rated for full rated load operation in 120 degrees F ambient condition with the ambient temperature as measured at the generator air inlet. The cooling capability of the generator set shall be demonstrated by prototype tests on a representative generator set model. These tests will be conducted by the generator set manufacturer; calculated data from the radiator manufacturer only is not sufficient. Radiators shall be provided with a duct adaptor flange permitting the attachment of an air discharge duct to direct the radiator air outside according to the manufacturer's instructions. The cooling system shall be filled with 50/50 ethylene glycol/water mixture by the equipment supplier. Rotating parts shall be guarded against accidental contact.
- I. Engine Accessory Equipment: The engine-generator set shall include the engine accessories as follows:
1. An electric starter(s) capable of three complete cranking cycles without overheating, before overcrank shutdown (75 seconds).
 2. Positive displacement, mechanical, full pressure, lubrication oil pump.
 3. Full flow lubrication oil filters with replaceable spin-on canister elements and dipstick oil level indicator.
 4. An engine driven, mechanical, positive displacement fuel pump.
 5. Fuel filter with replaceable spin-on canister element.
 6. Replaceable dry element air cleaner with restriction indicator.
 7. Flexible supply and return fuel lines.

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- J. Base: The engine-generator set shall be mounted on a heavy-duty steel base to maintain proper alignment between components. The engine-generator set shall incorporate a battery tray with hold down clamps within the base rails. Provisions for stub up of electrical and fuel connections shall be within the footprint of the generator set base rails.

- K. Generator Set Auxiliary Equipment:
 - 1. Engine mounted, thermostatically controlled, water jacket heater(s) for the engine. The heater(s) shall be sized as recommended by the equipment supplier. Heater voltage shall be 120V, single phase.
 - 2. Generator main circuit breaker, set-mounted and wired, UL listed, rated 600A, 3P (100% Rated). Field circuit breakers shall not be acceptable for generator overcurrent protection. The circuit breaker shall include provisions for shunt trip. Provide auxiliary contact for trip status reporting (common w/engine shutdown). Tripping of the generator circuit breaker while under load shall initiate engine shutdown.
 - 3. Vibration isolators, spring isolators type, quantity as recommended by the generator set manufacturer.
 - 4. Battery Charger: A 10 amp voltage regulated battery charger shall be provided for the engine-generator set. Input AC voltage and DC output voltage shall be as required. Chargers shall be equipped with float, taper and equalize charge settings. Operational monitors shall provide visual output along with individual form C contacts rated at 4 amps, 120 VAC, 30 VDC for remote indication of:
 - a. Loss of AC power - red light
 - b. Low battery voltage - red light
 - c. High battery voltage - red light
 - 5. Starting and Control Batteries: Starting batteries, lead acid type, 12 volt DC, sized as recommended by the generator set manufacturer, shall be supplied for the generator set with battery cables and connectors.

- L. Sound Attenuated Weatherproof Enclosure: Provide a factory installed weatherproof enclosure (Level 1 sound attenuation) sized to house the engine-generator set, exhaust silencer, batteries and charger. The enclosure shall be constructed of aluminum, with stainless steel hardware. Enclosure shall be painted hunter green color. Enclosure doors shall be padlockable and conveniently placed for ease of operation and maintenance.

- M. Sub-base Fuel Tank: Provide an integrally mounted, dual wall steel, diesel fuel tank, 2,500 gallon capacity. The tank shall be U.L. listed with both inner and outer tank emergency vents per NFPA 30. The sub-base fuel tank shall be as manufactured by the Tramont Corporation, Milwaukee, Wisconsin, with the following system accessories:
 - 1. Dual high/low fuel level switch (provide high level audible alarm on gen. control panel)
 - 2. Leak detection switch.

2.02 AUTOMATIC TRANSFER SWITCH

Generator Replacement Lift Station #55
CMA Project No. 22-0016.00006

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- A. Listed Equipment: The transfer switch shall be UL listed per UL Standard 1008, and CSA Approved. Main power switch contacts shall be rated as shown on the drawings.
- B. The withstand and closing rating shall be equal or greater than 25,000A, symmetrical. Withstand and closing ratings shall be verified by UL witnessed test and shall be the ratings listed by UL for the transfer switch equipment supplied.
- C. Construction: Transfer switches shall be double-throw construction, positively electrically and mechanically interlocked by a mechanical beam to prevent simultaneous closing (for break before make operation), and mechanically held in both normal and emergency positions. The construction features and accessories shall be as follows:
1. Transfer switches rated through 1000 amperes shall be equipped with permanently attached operating handles and quick-break, quick-make contact mechanisms suitable for manual operation under load.
 2. The main switch contacts on contractor type transfer switches shall be high-pressure silver alloy contacts to resist burning and pitting for long life operation. Contact assemblies shall have arc chutes of heat absorbing material and metal leaves for positive extinguishing of arcs. Arc chutes shall have insulating covers to prevent interphase flashover.
 3. Transfer switches shall have one Form C, 10 Amp 250 Volt AC auxiliary switch on both normal and emergency sides, operated by the transfer switch.
 4. Terminal lugs, UL listed and CSA approved as suitable for copper and aluminum conductors, shall be provided for normal, emergency, and load connections. Wire bend space shall comply with NEC Article 373.
 5. Transfer switch shall be mounted in a NEMA 4X, stainless steel enclosure. Where specified by NEMA Type, separate enclosures shall be UL listed. The cabinet shall provide NEC required wire bend space at point of entry as shown on the drawings. Manual operating handles and all control switches (other than key-operated switches) shall be accessible to authorized personnel only by opening the key-locking cabinet door. Transfer switches with manual operating handles and/or non key-operated control switches located on outside of cabinet do not meet this specification and are not acceptable.
- D. Automatic Controls: Control shall be solid-state and mounted inside of key-locking front door. Control disconnect plugs shall be provided to de-energize control circuits to avoid shock hazard while making control adjustments. The control shall be designed for a high level of immunity to power line surges and transients and tested to IEEE Standard 587-1980. The control shall have optically isolated logic inputs, high isolation transformers for AC inputs, and relays on all outputs. Other control features shall be as follows:
1. Solid-state undervoltage sensors shall simultaneously monitor all phases of the normal source and all phases of the emergency source. Voltage sensors shall allow for adjustment to sense partial loss of voltage on any phase of normal where motor feedback voltages exist. Pick-up setting shall be adjustable from minimum of 85% to maximum of 100% of nominal voltage. Dropout settings shall be adjustable from minimum of 75% to maximum of 98% of pick-up setting with fixed dropout time delay of 0.5 seconds. Voltage sensors shall have

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provision for field calibration where supply voltage is higher or lower than nominal system voltage.

2. Controls shall signal the engine-generator set to start upon signal from normal source voltage sensors. Solid-state time delay start, adjustable from 0 to 120 seconds (factory set at 20 seconds) shall avoid nuisance start-ups on momentary voltage dips for momentary interruptions. Start contacts for the engine control shall be gold type, dry contacts wired to a terminal block and compatible with the generator set control equipment furnished.
3. The switch shall transfer the load to the emergency power system after the generator set reaches proper voltage and frequency. Solid-state time delay transfer, adjustable from 0 to 120 seconds (factory set at 2 seconds) shall allow the engine-generator set to stabilize before application of load.
4. The switch shall retransfer the load to the normal source after normal power restoration. Solid-state time delay retransfer, adjustable from 0 to 30 minutes (factory set at 5 minutes), shall allow normal power to stabilize before retransfer.
5. An in-phase monitor shall control the retransfer to the normal source.
6. Controls shall signal the engine-generator set to stop after load retransfer to normal source. Solid-state time delay stop, adjustable from 0 to 15 minutes (factory set at 5 minutes) shall maintain availability of emergency source in event that normal source fails shortly after retransfer and shall permit engine to run unloaded for cool down before shut down.
7. The operating power for transfer and retransfer shall be obtained from the source to which the load is being transferred. Controls shall provide an automatic retransfer of the load from emergency source to normal source if emergency source fails when normal source is available.
8. Controls shall provide built-in "control mode status indicators", consisting of light emitting diodes to indicate a sequence of functions such as the following:
 - a. Source 1 OK
 - b. Start Gen Set
 - c. Source 2 OK
 - d. Transfer Timing
 - e. Transfer Complete
 - f. Retransfer Timing
 - g. Retransfer Complete
 - h. Timing for Stop

These indicators shall allow the operator to determine that the controls are properly sequencing and shall assist in determining sequence of any malfunctions that might occur.

9. The control shall include provisions for remote transfer inhibit and area protection. Opening the transfer inhibit terminals shall prevent the transfer switch from operating from the normal source to the emergency source, even if the emergency source is good and the normal source is not. Closing the area protection/remote test terminals shall cause the control to sense a normal power

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failure, start the generator set, and transfer to the emergency source.

- 10. Provide a solid-state exerciser clock to set the day, time, and duration of generator set exercise/test period. A 100 hour battery backup power supply shall be provided to maintain clock settings during loss of normal power. Provide a with/without load selector switch for the exercise function.

E. Transfer Switch Devices: Provide devices mounted on an interior deadfront door consisting of:

- 1. Transfer switch position indicator lamps; Normal (green), Neutral (amber), and Emergency (red). Provide normal source available (green) and emergency source available (green) indicator lamps.
- 2. A four-position keyed selector switch to provide the following positions and functions:
 - a. Load Test - Simulated normal power loss to control unit for testing of generator set, including transfer of load. Controls shall include provisions to automatically return the system to the normal power source if the generator set fails during any test or exercise period.
 - b. No-Load Test - A system test without load transfer.
 - c. Automatic - Normal operating position; restores the load to the normal source after test and after time delays.
 - d. Stop - Engine stop.

F. Manufacturer: Transfer switches shall be ASCO, Onan, or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with manufacturer's instructions and instructions included in the listing or labeling of UL listed products.
- B. Provide branch circuits as required, from the panelboard for the generator set auxiliaries.
- C. Provide and install all necessary control wiring between system components whether or not shown on the drawings.

3.02 TESTING

- A. To provide proven reliability of the system, three series of tests shall be performed: Prototype Model Tests, Production Model Tests, and Field Tests. The manufacturer shall provide documentation demonstrating satisfactory prototype and production test results. Generator sets that have not been prototype tested and factory tested at 0.8 PF will not be acceptable.
- B. Generator Set Factory Prototype Tests and Evaluation: These tests and evaluations must have been performed on a prototype generator set representative of the Model specified. A summary of the generator set testing results shall be submitted for review. The manufacturer's standard series of component development tests on the generator system, engine, and other major

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components shall also be performed and available for review, but shall not be acceptable as a substitute for prototype testing on the complete representative generator set prototype.

1. Torsiograph Analysis and Test: The manufacturer of the generator set shall verify that the engine-generator set, as configured, is free from harmful torsional stresses. The analysis shall include correlation of empirical data from tests on a representative prototype. The empirical data must include spectrum analysis of the torsional transducer output within the operating speed range of the engine-generator set. Calculations based on engine and generator separately are not acceptable.
2. Temperature Rise Test: Complete thermal evaluation of a prototype generator rotor and stator must include actual measurement of internal generator and exciter temperatures by embedded detector method, and measurement of average temperature rise by resistance method. No position measured any place in the windings may exceed the temperature rise limits of NEMA for the particular type of insulation system used. Resistance method temperature rise data shall be confirmed by a full load test on the generator set prototype to include conducted and radiated heat from the engine.
3. Short Circuit Test: A test on a prototype generator set shall have demonstrated that the generator set is designed to withstand the mechanical forces associated with a short circuit condition. With the generator set operating at rated load and speed, the generator terminals must be short circuited on all three phases for a duration of 20 seconds. At the conclusion of this test, the generator set must be capable of full load operation.
4. Endurance Run Test: A minimum of five hundred (500) continuous hours of endurance testing with a representative generator set prototype operating as defined by the manufacturer's standby rating shall have been performed. Endurance testing shall be used to verify structural soundness and durability.
5. Maximum Power Test: With the prototype generator set at normal operating temperature and with all power consuming auxiliaries in place, the maximum power available at rated speed shall be determined with the governor set at its fuel stop. The generator set shall maintain this power for a minimum of two minutes.
6. Linear Vibration Test: A test for in-line motion of components occurring along a repeatable path shall meet the manufacturer's acceptance criteria.
7. Cooling System Test: A cooling system test shall demonstrate the ability of the generator set cooling system to maintain normal operating temperature while operating at full rated load and power factor at the highest ambient temperature of the system rating. Cooling air requirements, radiator airflow and maximum allowable restriction at radiator discharge, shall be verified by this test.
8. Maximum Motor Starting kVA: Motor starting kVA shall be determined by test, based on a sustained RMS recovery voltage of at least 90% of no load voltage with the specified load kVA at near zero power factor applied to the generator set.

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- 9. Transient Response, Steady-state Speed Control, and Voltage Regulation: Prototype generator set tests shall demonstrate consistent performance as follows; stable voltage and frequency at all loads from no load to full rated load, consistent frequency bandwidth with steady- state load, maximum voltage and frequency dip on load acceptance and rejection, and restoration to steady state after sudden load changes. Transient response is a complete generator set (engine, generator, exciter, and regulator) performance criteria and cannot be established based on generator data alone.

- C. Transfer Equipment Prototype Tests: Prototype samples, representative of the production transfer switches supplied, shall have been tested as defined in UL 1008, including but not limited to:
 - 1. Overload tests for the capability to make and break six (6) times the transfer switch rated current at low power factor without any electrical or mechanical malfunction.
 - 2. Temperature rise test at 100% of rated current without exceeding temperature rise limits. Transfer switches incorporating integral overcurrent devices in the main power circuit and tested at 80% of rating shall not be permitted.
 - 3. Endurance tests for a minimum of 3,000 mechanical operation cycles.
 - 4. A dielectric voltage withstand test of 1000 volts plus twice rated for one minute.
 - 5. Withstand and Closing tests with specific overcurrent devices. All withstand and closing tests shall be performed with the overcurrent protective devices located external to the transfer switch. Tests conducted with overcurrent protective devices internal to the switch, in such a manner that the transfer switch interrupts the current rather than withstanding the current, are not acceptable under this definition of withstand.
 - 6. The entire transfer switch shall be performance tested per the requirements of IEEE-587-1980, for voltage surge withstand capability.

3.03 FACTORY TESTS

- A. Generator set factory production tests: on the equipment to be shipped, shall be performed at rated load and 0.8 PF. These tests shall include run at full load, maximum power, voltage regulation, transient and steady-state governing, single step load pickup, and safety shutdowns. Provide a factory certified test record of the production testing.
- B. Transfer equipment production model tests: Each production model transfer switch supplied shall be factory tested before shipment. Factory tests shall include a complete functional test of the transfer switch control, including calibration of the voltage sensor potentiometers.

3.04 ON-SITE ACCEPTANCE TEST

- A. The complete installation shall be tested for compliance with the specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer, with required fuel supplied by Contractor. The Engineer shall be notified in advance and shall have the option to witness the tests. Installation acceptance tests to be conducted on-site shall include a "cold start" test, a two hour full load test, and a one-step rated load pickup test in

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accordance with NFPA 110.

- B. Provide a resistive load bank and make temporary connections for full load test. Load bank shall be capable of definite and precise incremental loading and shall not be dependent on generator control instrumentation to read amperage and voltage of each phase. Salt water brine tanks or those load banks requiring water as a source for cooling are not acceptable for this purpose and are disallowed and shall not be utilized for this test.

3.05 SCHEDULED OIL SAMPLING

- A. In order to forecast and minimize engine failure, the supplier of the equipment must provide a yearly (every twelve (12) months) oil sampling analysis throughout the warranty period. This scheduled oil sampling shall not be of the atomic absorption spectrophotometry method as opposed to the spectrographic analysis method and shall be accurate to within a fraction of one (1) part per million for the following elements:

- 1. Iron
- 2. Copper
- 3. Chromium
- 4. Aluminum
- 5. Silicon

In addition, the sample shall be tested for the presence of water, fuel dilution, and anti-freeze.

- B. All equipment needed to take oil samples shall be provided in a kit at the time of acceptance and shall include the following:

- 1. Sample gun kit (1)
- 2. Bottles (8)
- 3. Mailers (8)
- 4. Written instructions (1)

- C. Immediate notification shall be provided to the OWNER when analysis results show any critical reading. If readings are normal, a report showing that the equipment is operating within established requirements shall be provided.

3.06 TRAINING

- A. The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the equipment provided. The training program shall be not less than 4 hours in duration and the class size shall be limited to 5 persons. Training date shall be coordinated with the facility owner.

END OF SECTION

PROJECT No. ITB 2023-06-UTL
Bid NAME: Pump Station #55 Generator Replacement

HG Job No. 23-0167-00

BID DUE - Wednesday, December 6, 2023 @ 3:00 PM

SUBMITTED TO:

City of Cooper City
City Hall
Attn: Office of the City Clerk
9090 SW 50th Place
Cooper City, Florida 33328



SUBMITTED BY: Hinterland Group, Inc.



2051 W Blue Heron Blvd
Riviera Beach, FL 33404
561-640-3503
Email: info@hinterlandgroup.com



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

Meeting Date: 02/13/2024 Item #12.

SECTION VII BID PROPOSAL

ATTACHMENT A BID FORM

(Page 1 of 7)

City of Cooper City, Florida

Bid Form

(7 pages)

**Pump Station #55 Generator
Replacement**

ITB 2023-06-UTL

Bids Due: Monday, November 27, 2023

For information, contact the Purchasing Division:

The Purchasing Division
954-433-4300 Ext. 268
Purchasing@CooperCity.gov

Release Date: Friday, October 27, 2023

Submitted by: Hinterland Group Inc.
(Company name)

PLEASE RETURN ONLY THIS BID FORM (7 PAGES) AND THE REQUIRED ATTACHMENTS.



ATTACHMENT A
(Page 2 of 7)

Project: PUMP STATION #55 GENERATOR REPLACEMENT

Contract Identification: ITB 2023-06-UTL

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned submitter/proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the City's Notice of Award.
3. If awarded the Contract, Bidder agrees to fully complete all necessary work within the time limits specified below after date of written Notice to Proceed, with such extensions of time as are provided for in the General Conditions

Substantial Completion: 370 calendar days from Notice to Proceed
Final Completion: 400 calendar days from Notice to Proceed

4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
 - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT A
(Page 3 of 7)

- d. Bidder has correlated the results of their studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.
5. Bid Copies:
- ONE (1) ORIGINAL, TWO (2) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to 9090 SW 50th Place, Cooper City, Florida 33328.

6. Addenda, Additional Information-Contact with City Staff

Bidder acknowledges receipt of 2 (insert number) Addenda for this project

Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

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

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCity.gov., who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00 PM, Monday, November 20, 2023.**

City of Cooper City, Florida
ITB 2023-06-UTL, Lift Station 55 Rehabilitation
Addendum #1 – Notice of Delay



Addendum #1 – NOTICE OF DELAY

(Issued Wednesday, November 22, 2023)

ITB 2023-06-UTL, Lift Station 55 Rehabilitation

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:


The NEW due date has changed to 3:00 PM EST, **Wednesday, December 6, 2023** from Monday, November 27, 2023.

Item	Date
Release Bid	Friday, October 27, 2023
A MANDATORY pre-bid meeting (2:00 PM EST and located at the Cooper City Public Works Department located at 9070 SW 51 st Street, Cooper City, FL 33328)	Thursday, November 9, 2023
Last Date for Receipt of Questions of a Material Nature	Monday, November 20, 2023
BIDS DUE (Prior to 3:00PM EST)	Monday, November 27, 2023 Wednesday, December 6, 2023
Recommendation of Award issued to City Commission	TBD
Anticipated Award of Contract by City Commission	TBD

City of Cooper City, Florida
ITB 2023-06-UTL, Lift Station 55 Rehabilitation
Addendum #1 – Notice of Delay

Acknowledgment of Addendum #1

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:		Company:	Hinterland Group Inc.
Print Name:	Chase Rogers, Project Director	Date:	12/05/2023



City of Cooper City, Florida
ITB 2023-6-UTL, Lift Station 55 Rehabilitation
Addendum #2 - Clarifications



Addendum #2 - CLARIFICATIONS

(Issued Thursday, November 30, 2023)

ITB 2023-6-UTL, Lift Station 55 Rehabilitation

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

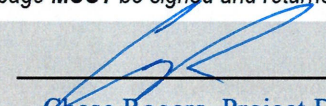
1. **Question 1: On E-1, LS1 conduits are shown to be extended to pump station MCC. Are there any specifications for the pull-box/j-box allowed to be used? Any specifications for the splices to be performed?**
 - a. Contractor may install a pull box sized as per NEC in the conduit run. New wire shall be installed from the MCC to the existing LS#1 main breaker. No splicing shall be allowed.
2. **On E-2, new 2#8, 1#8G in a 1" C are called for between the existing transformer and the new panel "H". Schedule on E-3 calls for #10s in a ¾" C. Please clarify contradiction.**
 - a. Provide a 1" conduit from panel to MCC.
3. **On E-2, a new 2P-30A breaker for the generator jacket water heater is to be installed in existing panel "LP". Site visit showed that existing panel "LP" has no space for a new 2 pole breaker. Please clarify.**
 - a. Per existing panel schedule, circuit 7,9 is for the existing generator heater. The contractor shall verify the breaker size and provide new breaker if required for the new generator heater. The contractor shall update the panel schedule accordingly.
4. **On E-3, existing MCC to be removed sits on a concrete maintenance pad. Is the concrete pad expected to be removed as well? Are the existing below grade conduits to be capped and abandoned in place once the MCC is removed? Please specify.**
 - a. The contractor shall remove the existing housekeeping pad to be flushed with finished floor. Cap existing conduits flush with floor. Patch floor as required after house keeping pad is removed to provide a smooth finished slab.
5. **On E-3, existing generator exhaust is shown to penetrate the roof. Once the generator is removed, is the roof expected to be patched and repaired? Is existing exhaust expected to be left in place to cover penetration? Please specify.**
 - a. The contractor shall provide a cap on existing exhaust pipe 6" above the existing roof future use. Exhaust pipe shall be removed inside of building to be flush with the inside of the existing roof.
6. **On E-3, is the existing louver expected to be removed once the generator is removed? Please specify.**
 - a. Contractor shall remove existing louver and fill in the opening with block to match existing. Typical for both exhaust and the intake louvers. Paint the outside of the building to match the existing color.
7. **Please specify if there is an existing SCADA system monitoring the existing generator and what controls are being monitored.**

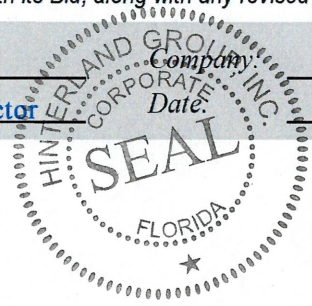
City of Cooper City, Florida
ITB 2023-6-UTL, Lift Station 55 Rehabilitation
Addendum #2 - Clarifications

- a. The contractor shall provide the new generator with Cat 6 cable in 1" conduit from the generator control panel to the existing PLC in the pump building for a complete working system in place. Connection to the existing PLC shall be IP connection.
- 8. Does the City/Engineer wish to implement SCADA on the new generator? If so, which controls are to be monitored? (Generator Ready/Running, ATS in Normal Power/Emergency Power, etc.)
 - a. Currently the existing generator is monitored via the ATS. See Question 7 for required wire for monitoring of the generator.
- 9. Is there a possibility to change the due date for at least the first week of December? Suppliers are so busy to have multiples quotes on time.
 - a. Please see Addendum #1 – Notice of Delay.
- 10. Is there an estimated cost value associated with this project?
 - a. Engineer's opinion of probable cost for this project is \$765,946.26.
- 11. Also, has a start date been determined for the work yet? Is there an approximate date of completion?
 - a. Provided there are no complications in the process, start date is expected to mid-March 2024. The project duration can be added to get the completion date.

Acknowledgment of Addendum #2

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:  Hinterland Group Inc.
 Print Name: Chase Rogers, Project Director 12/05/2023





City of Cooper City, Florida
 ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT A
 (Page 4 of 7)

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties.

This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

7. Summary of Documents to be submitted with Bid

Mark Complete	Attachment Letter	Attachment Name
✓	A	Bid Form
✓	B	List of Subcontractors/Suppliers
✓	C	Reference Form
✓	D	Public Entity Crimes (PEC) Form
✓	E	ADA Affidavit
✓	F	Business Entity Affidavit
✓	G	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
✓	H	W-9, Request for Taxpayer Identification Number
✓	I	Proof of Workers Compensation Insurance or Exemption
✓	J	Proof of Liability Insurance
✓	K	Ownership Disclosure Affidavit
✓	L	Drug-Free Workplace Certificate
✓	M	Employee Background Verification Affidavit
✓	N	Scrutinized Companies Affidavit
✓	O	Non-Conflict of Interest Statement
✓	P	E-Verify Form
✓	Q	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
✓	R	Bid Bond (5%)

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ATTACHMENT A
(Page 5 of 7)

Bidder's Contact Information

Name of Company: Hinterland Group Inc.

Address: 2051 W Blue Heron Blvd.

Riviera Beach, FL 33404

Type of Business Corporation

Company's Website: www.hinterlandgroup.com

Authorized Signatory Contact: Chase Rogers and/or Daniel Duke III

Title: Project Director President

Tel: 561-640-3503 Mobile: N/A

Email Address (Required): info@hinterlandgroup.com

Primary Contact: Same as above

Title: _____

Tel: _____ Mobile: _____

Email Address (Required): _____

Additional Contact & Title: Lori Guild, Bid Coordinator

Tel: 561-640-3503 Mobile: N/A

Email Address (Required): info@hinterlandgroup.com



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT A
(Page 6 of 7)

Remit to Address: 2051 W Blue Heron Blvd.

Riviera Beach, Fl 33404

Remit to Contact: Name: A/R Accounting Tel: 561-640-3503

gwichert@hinterlandgroup.com

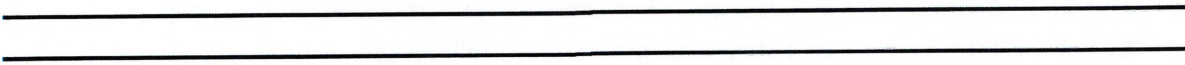
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MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.



Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd.,
Riviera Beach, Florida 33404 on this 25 day of April, 2023.

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company. On motion duly made and carried, the meeting proceeded to approve the authorization. Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above. There being no further business, the meeting was adjourned.


Dated April 25, 2023



Daniel Duke III, President
Hinterland Group Inc.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2023
by Daniel Duke, III.



Notary Public



Printed Name: LORI GUILD
My Commission Expires: 8/9/2026

Hinterland Group Inc. Corporate Office
2051 W Blue Heron Blvd., Riviera Beach, FL 33404 • Ph 561-640-3503 • Fax 561-640-3504



ATTACHMENT A
 (Page 7 of 7)

**PUMP STATION #55 GENERATOR REPLACEMENT
 PRICING SHEET**

<u>ITEM #</u>	<u>TITLE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	REMOVE AND DISPOSE OF EXISTING ELECTRICAL SYSTEM	Measurement and payment for removing and disposing of existing electrical system will be based upon a lump sum price of the full removal of all existing components of the existing generator system as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for removing and disposing of existing electrical system will be made at the lump sum price and detailed on the drawings which price shall constitute full removal of all components of the existing generator, fuel tank, electrical panel, generator breaker panel, existing generator day tank, fuel tank piping, mounting hardware, wires, and conduit. Contractor is responsible of obtaining all necessary permits including any environmental fees and work to remove existing fuel systems.	1	EA	165,000.00	165,000.00
2	REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK	Measurement for payment to remove and dispose of existing concrete sidewalk will be based upon the actual number of square yards of such concrete sidewalk actually removed, all in accordance with the Contract Documents. Payment for removal and disposal of existing concrete sidewalk will be made at the unit price per square yard of concrete sidewalk named in the Item Response Form which price shall constitute full compensation for saw cutting (as necessary), the removal and disposal of such concrete sidewalk. Thickness of existing concrete sidewalk may vary, removal will be paid at the square yard cost, no additional compensation will be made for thickness.	10	SY	150.00	1,500.00

Meeting Date: 02/13/2024 Item #12.



City of Cooper City, Florida
 ITB 2023-06-UTL, Pump Station #55 Generator Replacement

Meeting Date: 02/13/2024 Item #12.

3	REMOVE EXISTING FUEL CONTAINMENT STRUCTURE	<p>Measurement for payment to remove the existing concrete fuel containment structure will be based upon a lump sum unit price for the removal of the entire existing concrete fuel containment structure, all in accordance with the Contract Documents. Payment to remove the existing concrete fuel containment structure will be made at the unit lump sum price named in the Item Response form which price shall constitute full compensation for the removal of the existing concrete walls and base pad of the structure. Concrete shall be removed in complete and will include but is not limited to the removal of all foundation, footers, cutting of wall, rebar removal, and rebar grinding. Inclusive of temporary wall or barrier to be installed following wall removal to ensure environmental security in walled area prior to removal of existing fuel tank. This item also includes removal and disposal of the existing fuel tank and fuel lines that connect the generator to the fuel tank</p>	1	EA	25,000.00	25,000.00
4	CONCRETE SIDEWALK RESTORATION	<p>Measurement and payment for concrete sidewalk restoration will be based upon the actual number of square yards of such sidewalks constructed as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for concrete sidewalk restoration will be made at the unit price per square yard and detailed on the drawings which price shall constitute full compensation for completing said work, including removing and disposing of existing concrete sidewalk, all earthwork, compaction of subgrade, backfilling of sidewalk, construction of the 4 - 6 inch thick concrete sidewalk, furnishing and setting for expansion joint material, furnishing and installing 1 inch PVC sleeve for existing irrigation connections as directed by ENGINEER, disposal of excess material, restoration/replacement of sod disturbed to equal condition as existing, and the appurtenant items for which separate payment is not specifically included in the Item Response Form.</p>	10	SY	250.00	2,500.00



City of Cooper City, Florida
 ITB 2023-06-UTL, Pump Station #55 Generator Replacement

	EA	1		30,000.00	30,000.00
5	EA	1	<p>Measurement and payment for furnishing and installing a 24-inch concrete generator pad will be based upon a lump sum price for the installation of the concrete pad as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing a 24-inch concrete generator pad will be based upon a lump sum price for the installation of the concrete pad and detailed on the drawings which price shall constitute full compensation for completing said work, including all fill required to meet detail requirements, earthwork, compaction of subgrade, backfilling, construction of the 24- inch thick concrete pad, construction of footings, installation of connection points to the proposed generator, furnishing and setting for expansion joint material, furnishing and installing all necessary reinforcement, any Dowling and connecting to existing concrete slab, disposal of excess material, restoration/replacement of sod disturbed to equal condition as existing, and the appurtenant items for which separate payment is not specifically included in the Item Response Form.</p>		
6	SY	50	<p>Measurement for payment for furnishing and installing sod will be based upon the number of square yards of sod actually installed, all in accordance with the requirements of the Contract Documents. Payment for sod will be made at the unit price per square yard of sod and shall constitute full compensation for furnishing and installing the sod matching existing type and maintaining sod for 30 days. No additional compensations will be made for the type of sod installed or watering and maintaining sod for 30 days after installation.</p>	25.00	1,250.00
7	LS	1	<p>Measurement for payment for irrigation system restoration will be based upon a lump sum price for the restoration of the existing irrigation system. As such, the actual quantity may not equal the estimated quantity and no additional compensation will be granted. Irrigation systems shall be restored with coverage matching that prior to construction, pipe and sprinklers matching the size and type of the existing pipe and sprinkler heads, and necessary adapters,</p>	1,500.00	1,500.00

Meeting Date: 02/13/2024 Item #12.



City of Cooper City, Florida
 ITB 2023-06-U TL, Pump Station #55 Generator Replacement

Meeting Date: 02/13/2024 Item #12.

8	FURNISH AND INSTALL P401 DIP FORCE MAIN	coupling at each end splicing the restored pipe in place and connecting to existing sleeves underneath the sidewalk. If irrigation system is to be partially abandoned, then that which is being abandoned shall be removed, and the remaining exposed pipes shall be capped and protected. All work shall meet the approval of the ENGINEER.	35	LF	850.00	29,750.00
9	FURNISH AND INSTALL 12" PLUG VALVE	Measurement for payment for furnishing and installing force main pipe will be based upon the number of linear feet of such pipe actually constructed as determined by measurement along the centerline of the pipe in place at 36 inches minimum cover or more to avoid other underground utilities. Payment for furnishing and installing force main pipe will be made at the unit price per linear foot of pipe complete and in place including all clearing and grubbing, remove and stockpile limerock, pipe, connections to existing pipe, unloading, sheeting, excavation, trench protection and trench safety, dewatering, laying, backfilling, compaction, pressure testing, flushing and temporary blow off with full cannon. As-builts for newly installed force mains must be provided before compensation for said force main will be approved.	2	EA	9,500.00	19,000.00



City of Cooper City, Florida
 ITB 2023-06-UTL, Pump Station #55 Generator Replacement

Meeting Date: 02/13/2024 Item #12.

10	FURNISH AND INSTALL 12" CHECK VALVE	Measurement for payment to furnish and install check valves will be based upon actual quantity, each, of such check valves furnished and installed, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing check valves will be made at the unit price, each, of check valve, excavation, dewatering, any form and amount of shoring, backfill and compaction, rock bedding for structure, epoxy coating, testing, and construction of the reinforced concrete structure with ring and cover.	1	EA	20,000.00	20,000.00
11	FURNISH AND INSTALL FORCE MAIN FITTINGS	Measurement for payment to furnish and install force main fittings, unless specifically listed separately, shall be at the unit bid price per ton for such fittings, including but not limited to crosses, tees, bends and elbows of all angles and radius, concentric and eccentric reducers, offsets, wyes, true wyes, sleeves, plugs, caps, restraining glands and gaskets, base bends, base tees, reducing flanges, mega lugs, fillers and connecting pieces, furnished all in accordance with the Contract Documents. Payment for furnishing and installing force main fittings complete and in place shall be at the unit bid price per ton and shall include furnishing, storing, transporting and installing the fittings.	0.5	TONS	14,000.00	7,000.00
12	CONNECT TO EXISTING FORCE MAIN	Measurement and payment for performing all connections to existing force mains will be based on the actual quantity, each, of such connection made all in accordance with the Contract Documents. Payment for connecting to existing force main shall be made at the unit price, each, which shall constitute full compensation for all materials (regardless of size) and labor needed to complete connection which shall include but is not limited to valves, fittings, spool pieces, corporation stops, saw cutting, removal and disposal of existing piping and fittings to prepare for connection and filling and flushing of main. All coordination needed for force main shut offs shall be responsibility of the CONTRACTOR and is included in the scope of this item.	1	EA	18,000.00	18,000.00



City of Cooper City, Florida
 ITB 2023-06-UTL, Pump Station #55 Generator Replacement

Meeting Date: 02/13/2024 Item #12.

13	FURNISH AND INSTALL 12 INCH X 12 INCH TAPPING SLEEVE AND VALVE	Measurement for payment to furnish and install tapping sleeve and valve will be based upon the actual quantity, each, of such connections made all in accordance with the contract documents. Payment for furnishing and installing tapping sleeve and valve shall be made at the unit price, each, which shall constitute full compensation for all materials (regardless of force main size) and labor needed to complete connection which shall include but is not limited to valves, fittings, spool pieces, corporation stops, removal and disposal of existing piping and fittings to prepare for connection and filling and flushing of main.	1	EA	20,000.00	20,000.00
14	FURNISH AND ISNTALL 400KW GENERATOR IN OUTDOOR ENCLSURE & 2,500 GALLON FUEL TANK	Measurement for payment for furnish and installing 400 KW generator in outdoor enclosure and fuel tank will be based upon a lump sum price all in accordance with the Contract Documents. Payment for furnishing and installing 400 KW generator in outdoor enclosure will be based upon a lump sum price for furnishing and install as detailed on the drawings which price shall constitute full compensation for completing said work, including all connecting generator to concrete pad, material and labor to install electrical system, necessary permits, inspections, grounding, record drawings. Fuel tank shall be 2,500 gallons. All work to connect fuel tank to generator shall be included in this line item.	1	LS	220,000.00	220,000.00
15	FURNISH AND INSTALL CONDUIT & WIRE	Measurement and payment for furnishing and installing conduit & wire will be based upon a lump sum price for the installation of all wire and conduit for the new generators and connection to existing systems as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and installing conduit & wire will be made at the lump sum for all work detailed on the drawings which price shall constitute full compensation for completing said work, including excavation, concrete coring, concrete wall patching, obtaining all permits and inspections, conduits, pull-boxes, grounding, testing, cables, backfilling, compaction, conduit duct seal, and other material and	1	LS	102,500.00	102,500.00



City of Cooper City, Florida
 ITB 2023-06-UJL, Pump Station #55 Generator Replacement

Meeting Date: 02/13/2024 Item #12.

		labor not shown but obviously necessary for completion of the work.				
	Furnish and Install New Electrical Panel 'H'	Measurement and payment for furnishing and installing new electrical panel 'H' will be based upon a lump sum price for the installation of the electrical panel as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and install new Electrical Panel 'H' will be made at the lump sum price for all work detail on the drawings which price shall constitute full compensation for completing said work, including mounting panel, electrical wire improvements and/or extensions, junction boxes, splicing necessary wires, testing, and other material and labor not shown but obviously necessary for completion of the work.	1	EA	18,000.00	18,000.00
	MISCELLANEOUS ELECTRICAL MATERIALS	Measurement for payment for Miscellaneous Electrical Materials will be based on a lump sum price and include all materials not described or shown in the Contract Documents.	1	EA	20,000.00	20,000.00
	RELOCATE EXISTING LIFT STATION #01 ELECTRICAL SERVICE TO PUMP STATION MCC (ITEM #19)	Measurement and payment to relocate existing lift station #01 electrical service to the pump station MCC will be based upon a lump sum price for the installation of all wire and conduit for the relocation as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment to relocate existing lift station #01 electrical service to the pump station MCC will be made at the lump sum for all work detailed on the drawings which price shall constitute full compensation for completing said work, including excavation, concrete coring, concrete wall patching, obtaining all permits and inspections, conduits, pull-boxes, grounding, testing, cables, backfilling, compaction, conduit duct seal, and other material and labor not shown but obviously necessary for completion of the work.	1	LS	15,000.00	15,000.00
	MOBILIZATION	See Section 01505, "Mobilization" for payment limitations. Payment for mobilization will be made at the lump sum price. An initial lump sum partial payment of 40% of the Mobilization bid item amount shall be made upon completion of items #1-10 as outlined in Section 01505 Paragraph 1.01A. Payment of the remaining 60% for mobilization will be made in equal monthly lump sum amounts for	1	LS	30,000.00	30,000.00



City of Cooper City, Florida
 ITB 2023-06-UTL, Pump Station #55 Generator Replacement

		the duration of the original contract time.				
	MAINTENANCE OF TRAFFIC	See Section 01570 "Traffic Regulations" and all other references to traffic control and maintenance in this document and any regulatory requirements. Payment for maintenance of traffic will be made at the lump sum price named in the Item Response Form. Payment for maintenance of traffic will be made in equal monthly lump sum amounts for the duration of the original contract time.	1	LS	1,500.00	1,500.00
	PERFORMANCE AND PAYMENT GUARANTY AND INSURANCE	Payment for Performance and Payment Guarantee and Insurance will be made at the lump sum price named in the Item Response Form. The CONTRACTOR may request payment for this bid item after the Initial Notice to Proceed has been issued. Performance and Payment Guarantee and Insurance are limited to 3% of the Total Bid Price. Any amount in excess of 3% will be moved to Line-Item No. 3. However, the total bid amount will not change. The 3% ceiling on Performance and Payment Guarantee and Insurance is not responsiveness, just an instruction on the amount the CITY will pay for Performance and Payment Guarantee Insurance.	1	LS	20,000.00	20,000.00
Grand Total						767,500.00

Meeting Date: 02/13/2024 Item #12.

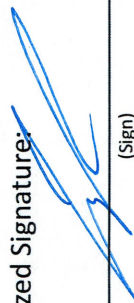


City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

Grand Total Price (in words): Seven Hundred Sixty Seven Thousand Five Hundred Dollars and Zero Cents

Submitted by:

Chase Rogers, Project Director
(Print)


Authorized Signature: 
(Sign)

Company Name:

Hinterland Group Inc.

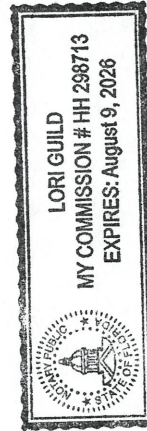
STATE: **FLORIDA**
 COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 5 day of
 December, 2023, by: Chase Rogers

Name of person making statement


(NOTARY SEAL) Lori Guild
Signature of Notary Public - State of Florida

Personally Known X OR Produced Identification _____
 Type of Identification Produced N/A





City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT C REFERENCE FORM
(Page 1 of 2)

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: City of Hallandale Beach

ADDRESS: 400 South Federal Hwy, Hallandale Beach, FL 33009

CONTACT NAME: Naudia Harty

CONTACT'S TITLE: Project Manager

TELEPHONE: 954-457-1630

E-MAIL (REQUIRED): nharty@hallandalebeachfl.gov

CONTRACT PERIOD: FROM: Feb 2021 TO: Feb 2022

DESCRIPTION & FACILITY SIZE: Lift Station #8 Replacement - Demo & Construction of a new triplex wastewater pump station.

2. ENTITY/COMPANY NAME: Loxahatchee River District

ADDRESS: 2500 Jupiter Park Drive, Jupiter, FL 33458

CONTACT NAME: Kris Dean

CONTACT'S TITLE: Project Manager

TELEPHONE: 561-401-4024

E-MAIL (REQUIRED): Kris.Dean@lrecd.org

CONTRACT PERIOD: FROM: June 2021 TO: Dec 2021

DESCRIPTION & FACILITY SIZE: Lift Station #163 Emergency Generator



ATTACHMENT C
(Page 2 of 2)

3. ENTITY/COMPANY NAME: City of Lake Worth Beach Water Utilities Department

ADDRESS: 301 College Street, Lake Worth Beach, FL 33460

CONTACT NAME: Julie Parham, P.E.

CONTACT'S TITLE: Assistant Water Utilities Director

TELEPHONE: 561-586-1798

E-MAIL (REQUIRED): jparham@lakeworthbeachfl.gov

CONTRACT PERIOD: FROM: Sept 2019 TO: Aug 2020

DESCRIPTION & FACILITY SIZE: Water Treatment Plant Generator Interconnect

This page shall be completed IN FULL and submitted with your bid.



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT D PUBLIC ENTITY CRIMES (PEC) FORM
(Page 1 of 3)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Chase Rogers, Project Director
(print individual's name and title)

for: Hinterland Group Inc.
(print name of entity submitting sworn statement)

whose business address is: 2051 W. Blue Heron Blvd., Riviera Beach, FL 33404

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-5156844.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A - _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:



ATTACHMENT D

(Page 2 of 3)

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

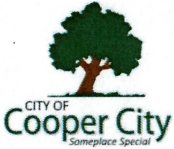
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT D
(Page 3 of 3)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.




Signature Chase Rogers, Project Director



STATE: **FLORIDA**
 COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 5 day of December, 2023, by: Chase Rogers
Name of person making statement


Lori Guild
Signature of Notary Public - State of Florida

Lori Guild
Name of Notary Typed, Printed, or Stamped

Personally Known **X** OR Produced Identification

Type of Identification Produced N/A



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT E ADA AFFIDAVIT

(Page 1 of 2)

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Chase Rogers, Project Director
(print individual's name and title)

for: Hinterland Group Inc.
(print name of entity submitting sworn statement)

whose business address is: 2051 W Blue Heron Blvd., Riviera Beach, FL 33404

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-5156844
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT E
(Page 2 of 2)

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

[Signature]
Signature Chase Rogers, Project Director

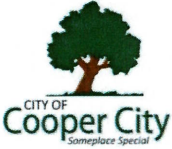


STATE: **FLORIDA**
 COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 5 day of December, 2023, by: Chase Rogers
Name of person making statement

[Signature]
 Signature of Notary Public - State of Florida
 Lori Guild
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____
 Type of Identification Produced N/A



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT F BUSINESS ENTITY AFFIDAVIT

I, Chase Rogers, Project Director, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

20-5156844
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

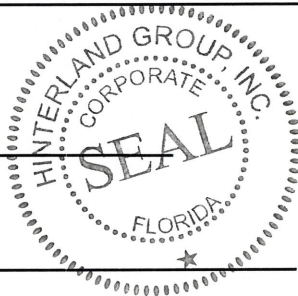
Hinterland Group Inc.
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

2051 W Blue Heron Blvd. Riviera Beach Florida
Street Address Suite City State

Florida - 06/26/2006
State and Date of Incorporation:

[Signature]
Signature of Affiant



12/05/2023
Date

Chase Rogers, Project Director
Print Name

STATE: FLORIDA
COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 5 day of December, 2023, by: Chase Rogers
Name of person making statement

[Signature]
Signature of Notary Public - State of Florida
Lori Guild
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____
Type of Identification Produced N/A





City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT G FOREIGN (NON-FLORIDA) CORPORATE STATEMENT (IF APPLICABLE)

N/A (Page 1 of 2)

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
 - _____ (a) Maintaining, defending, or settling any proceedings.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

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City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT G
(Page 2 of 2) N/A

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprieties of Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

BIDDER'S LEGAL NAME



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT H W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	---	---

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hinterland Group Inc.

2 Business name/disregarded entity name, if different from above
N/A

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2051 W Blue Heron Blvd.

6 City, state, and ZIP code
Riviera Beach, FL 33404

7 List account number(s) here (optional)

Requester's name and address (optional)
www.irs.gov

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

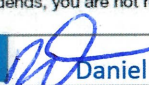
Social security number									
				-					
OR									
Employer identification number									
2	0	-	5	1	5	6	8	4	4

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [Click Here to Sign](#)  Daniel Duke III, President Date ▶ **12/05/2023**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT I PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf>

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faja.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCity.gov



CERTIFICATE OF LIABILITY INSURANCE

Meeting Date: 02/13/2024 Item #12.

DATE (MM/DD/YYYY)
01/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

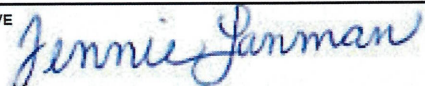
PRODUCER South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	CONTACT NAME: PHONE (A/C, No, Ext): (772) 426-9973 E-MAIL ADDRESS: jennie@southshore-insurance.com	FAX (A/C, No): (772) 872-5870
	INSURER(S) AFFORDING COVERAGE	
INSURED Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404	INSURER A: FFVA Mutual Insurance Company	NAIC # 10385
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	x	WC840-0805462-2023A	01/31/2023	01/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

Should any of the above policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage.

CERTIFICATE HOLDER FOR BIDDING PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT J PROOF OF LIABILITY INSURANCE

REQUEST FOR CERTIFICATE(S) OF INSURANCE

Dear Valued Vendor:

It is the City of Cooper City’s policy to work only with properly insured companies. Please provide current Certificates of Insurance that include the following minimum coverages:

- Comprehensive General Liability Insurance - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$3,000,000 general aggregate for Products/Completed Operations. Comprehensive General Liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability and independent contractor’s coverage.
- Workers’ Compensation Insurance - Company shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 for Employers' Liability. Said coverage shall include a blanket waiver of subrogation in favor of the City and its agents, employees and officials.
- Comprehensive Automobile Liability Insurance - Company shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000, per occurrence, Combined Single Limits (CSL) or its equivalent.
- Professional Liability (Errors & Omissions) – When applicable to Company’s line of work, vendors of professional services shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. Company shall either require of its Subcontractors to procure and to maintain Subcontractor’s Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder’s own policies.

No later than fifteen (15) days prior to the commencement of the project, Contractor, at its own expense, shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis for all applicable policies. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a blanket Waiver of Subrogation on all applicable policies, and affirmed on the Certificate of Liability Insurance and the policy endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor’s insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

To ensure compliance, your insurance agent/company must provide your certificate(s) directly to the City. Certificates may be emailed to Purchasing@CooperCity.gov or mailed to City of Cooper City, Attn: Purchasing Division, 9090 SW 50th Place, Cooper City, FL 33328.

Thank you for your prompt attention to this request. If you have any questions, please email the Purchasing Division at Purchasing@CooperCityFL.org, or call 954-434-4300.



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT K OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>Daniel Duke III</u>	<u>2051 W Blue Heron Blvd., Riviera Beach, FL 33404</u>	<u>100</u> %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A


Signature of Affiant

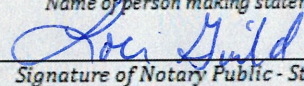
Chase Rogers, Project Director
Print Name

12/05/2023
Date



STATE: FLORIDA
COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 5 day of December, 2023, by: Chase Rogers
Name of person making statement


Signature of Notary Public - State of Florida

(NOTARY SEAL) Lori Guild
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____
Type of Identification Produced N/A





City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT L DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

Hinterland Group Inc.

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

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



Signature of Affiant

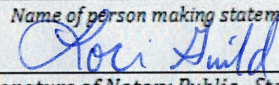
Chase Rogers, Project Director

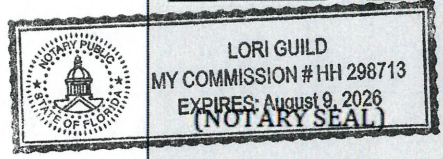
Print Name

12/05/2023

Date



STATE:	<u>FLORIDA</u>
COUNTY:	<u>PALM BEACH</u>
Sworn to (or affirmed) and subscribed before me this <u>5</u> day of <u>December</u> , 2023, by: <u>Chase Rogers</u>	
	<i>Name of person making statement</i>
	
	<i>Signature of Notary Public - State of Florida</i>
	<u>Lori Guild</u>
	<i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known	<u>X</u> OR Produced Identification _____
Type of Identification Produced	<u>N/A</u>





City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT M EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Chase Rogers of Hinterland Group Inc., attest that all personnel used in
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade;
and have been drug tested with a passing grade and are legally documented to work in the United States.



Signature of Affiant

Chase Rogers, Project Director

Print Name

12/05/2023

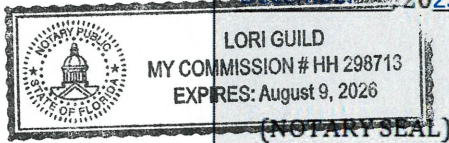
Date

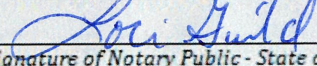


STATE: **FLORIDA**
COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 5 day of
December, 2023, by: Chase Rogers

Name of person making statement





Signature of Notary Public - State of Florida

Lori Guild

Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____

Type of Identification Produced N/A



ATTACHMENT N SCRUTINIZED COMPANIES AFFIDAVIT

(Page 1 of 2)

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, Chase Rogers, Project Director, on behalf of, Hinterland Group Inc.
Print Name and Title Company Name

certify that Hinterland Group Inc. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT N
(Page 2 of 2)

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Hinterland Group Inc.
COMPANY NAME

Chase Rogers
PRINT NAME

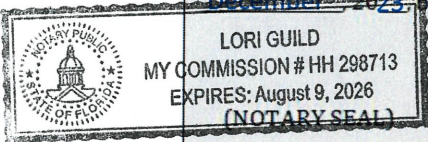
Project Director
TITLE


SIGNATURE



STATE: FLORIDA
COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 5 day of December, 2023, by: Chase Rogers
Name of person making statement

 Lori Guild
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026
(NOTARY SEAL)
Signature of Notary Public - State of Florida

Lori Guild
Name of Notary Typed, Printed, or Stamped

Personally Known OR Produced Identification

Type of Identification Produced N/A



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT O NON-CONFLICT OF INTEREST STATEMENT

(Page 1 of 2)

- A. A. I am the Project Director of Hinterland Group Inc.
[Insert Title] [Insert Company Name]
with a local office in 2051 W Blue Heron Blvd.
Riviera Beach, FL 33404 and principal office
in 2051 W Blue Heron Blvd.
Riviera Beach, FL 33404.
- B. The entity hereby submits a proposal/offer in response to **ITB 2023-06-UTL**,
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT O
(Page 2 of 2)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

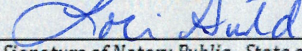
 _____ 12/05/2023 _____
Signature of Affiant _____ Date
Chase Rogers, Project Director
Printed Name & Title of Affiant



STATE: FLORIDA
COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 5 day of December, 2023, by: Chase Rogers

Name of person making statement



Signature of Notary Public - State of Florida

Lori Guild

Name of Notary Typed, Printed, or Stamped

Personally Known OR Produced Identification _____

Type of Identification Produced N/A



(NOTARY SEAL)



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT P E-VERIFY FORM

(Page 1 of 3)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Pump Station #55 Generator Replacement

Project No.: ITB 2023-06-UTL

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and



ATTACHMENT P
(Page 2 of 3)

c) Should bidder become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT P
(Page 3 of 3)

Company Name:	Hinterland Group Inc.	
Authorized Signature:		
Print Name:	Chase Rogers	
Title	Project Director	
Date:	12/05/2023	
Phone:	561-640-3503	

STATE: **FLORIDA**
COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 5 day of December, 2023, by: Chase Rogers

Name of person making statement

Signature of Notary Public - State of Florida

Lori Guild

Name of Notary Typed, Printed, or Stamped



Personally Known X OR Produced Identification _____

Type of Identification Produced N/A



ATTACHMENT Q CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

SUBCONTRACTOR COVERED TRANSACTIONS

- (1) The prospective subcontractor, None Foreseen, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Cooper City

Sub-Recipient's Name

DEM Contract Number [N/A]

FEMA Project Number [N/A]



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT R BID BOND (5%)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

Hinterland Group, Inc.

SURETY:

Atlantic Specialty Insurance Company

OWNER:

City of Cooper City

BOND AMOUNT: Five Percent of Bid Amount(5%)

PROJECT

Pump Station #55 Generator Replacement, ITB No. 2023-06-UTL

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of November, 2023

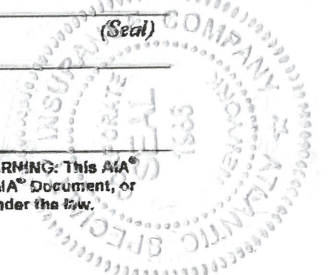
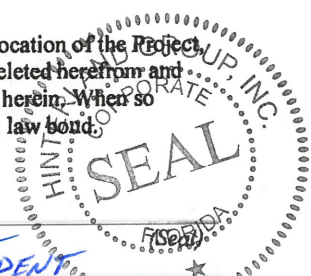
(Witness) CHASE ROGERS, PROJECT DIRECTOR

(Principal) DANIEL DUKE III, PRESIDENT

(Witness)

(Surety) Taylor D. Wagner, Attorney-in-Fact

(Title)



Init.

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Daniel F. Wagner, Taylor D. Wagner, Daniel F. Wagner, Jr.**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

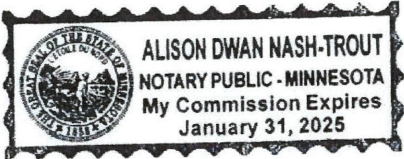
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 14 day of November, 2023

This Power of Attorney expires
January 31, 2025



Kara Barrow
Kara Barrow, Secretary



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT 5 GENERATOR PRODUCT SPECIFICATIONS

Please see attached specification Sheet

KEY NOTES:

1. New Diesel Engine Generator MTU/Rolls-Royce Model DS400, Supplied by FDDA
2. Includes HVHZ Enclosure
3. Estimated lead time of 30 weeks as opposed to others at 50-80 weeks



*** Scope of Work ***

Qty	Description	I/L#
ENGINE-GENERATOR SET		
1	<p>New Diesel Engine-Generator Set MTU/Rolls-Royce Model DS400</p> <ul style="list-style-type: none"> • Rating: 400 ekW • Application: Emergency Standby • Voltage: 277/480 VAC, 60 Hertz, 4 Wire • UL Listing: UL2200 <p>Genset Controller:</p> <ul style="list-style-type: none"> • Alarms & Digital Metering • Engine & Generator Monitoring • Modbus Ethernet Communication <p>Engine</p> <ul style="list-style-type: none"> • #2 Diesel Fuel Oil, EPA Certified Stationary Emergency Use • Unit Mounted Radiator w/Ethylene Glycol Coolant • Engine Lube Oil • Flexible Fuel Lines • Engine Air Filter • Engine Lead Acid Starting Battery • Battery Charger, 10A • Engine Jacket Water Heater • Integral Vibration Isolators <p>AC Alternator:</p> <ul style="list-style-type: none"> • Alternator Rated at 105°C Rise Above 40°C Ambient • Class H Insulation • Digital Voltage Regulator • Permanent Magnet Exciter • Alternator Space Heater <p>Unit Mounted Breaker(s):</p> <ul style="list-style-type: none"> • CB#1: 600A-3P-100% Rated <p>Steel UL142 Double Wall Subbase Fuel Tank</p> <ul style="list-style-type: none"> • Capacity: 2500 Gallons • Fuel Level Gauge • Fuel Level Switch(es) & Leak Detection Switch • Normal and Emergency Vents • Florida Department of Environmental Protection (FDEP) Compliant <p>MTU Level 3 Sound Attenuated Weather Protective Enclosure</p> <ul style="list-style-type: none"> • Aluminum Construction • Wind Speed Rating, 195 MPH 	L

Headquarters: 4141 S.W. 30 Avenue, Fort Lauderdale, FL 33312 ● Tel: (954) 327-4440 ● www.fdda.com
 Fort Myers ● Fort Pierce ● Jacksonville ● Miami ● Ocala ● Orlando ● Panama City ● Tampa ● West Palm Beach



	<ul style="list-style-type: none"> • Sound Level: 77.5 dB(A) at 23 feet • Rain shroud & Rain cap • Hardware <ul style="list-style-type: none"> ○ Powder coated hinges with stainless steel pins ○ Key-lockable and pad-lockable powder coated door handles • Powder coat finish paint: RAL 7001 Silver Grey standard <ul style="list-style-type: none"> ○ Custom colors available upon request • Internal silencer • Miami-Dade NOA Approved for Small & Large Missile Impact • Florida Building Code High Velocity Hurricane Zone (HVHZ) Missile Impact Rated • Florida Building Code Ultimate Design Wind Speed P.E. Certification 	
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↳ = Shipped Loose

ENGINE-GENERATOR ACCESSORIES		
1	Operation and Maintenance Manuals	L
Lot	MTU Standby Generator Limited Warranty: 5-Yr(s)/3000 Hrs	L
Lot	Standard MTU Factory Non-Witnessed Test	L

↳ = Shipped Loose

FIELD SERVICE WORK		
Lot	Onsite Startup, Testing and Training <ul style="list-style-type: none"> • Start-up of Engine-Generator • Load Bank Test for Engine-Generator • Owner Personnel Training (All labor is for 1 technician working regular business hours M-F 8am-4pm)	L

↳ = Shipped Loose

PLANS	SPECS
E-2 Electrical One Line Diagram (12/16/22)	SECTION 05005 Diesel-Electric Standby Power System
E-4 Electrical General Notes (12/16/22)	

Specific Clarifications or Deviations or Exceptions:

- Exception to ATS specifications in Section 05005. No new ATS required
- Exception to E-4 note #26 that "All enclosures outdoor shall be NEMA 4x 316 Stainless Steel". Genset enclosure is aluminum and subbase tank steel per specifications.
- MTU genset enclosure meets FBC2020 HVHZ missile impact as required on note#3 of E-4

OPTIONAL ADDER

- | | |
|--|------------|
| 1. Access stairs and with handrails... | \$8,588.00 |
|--|------------|

GENERAL EXCLUSIONS and EXCEPTIONS (unless specifically noted above):

- | | |
|---|--|
| <ul style="list-style-type: none"> • Prime Contact, incl. General & Supplementary Conditions & Div 01 • Plans/drawings besides the electrical generator related drawings • Referenced local, state, or federal gov't requirements not specified • Florida DBPR insignia for generator enclosure • EPA Tier 4 Final engine • Power systems or selective coordination study • Transfer switch coordination with breakers with short time settings • IBC or seismic compliance and/or calculations • Equipment performance beyond proposed manufacturer's design • Any testing other than std factory and site load bank testing • Noise emission requirements not specified • Warranty other than the OEM's warranty • Warranty start from date of substantial completion • Consequential or liquidated damages | <ul style="list-style-type: none"> • Limit of liability exceeding contract price • Testing equipment other than load bank • Testing agency or NETA testing • Resistance testing of any kind • Protective device or ground fault calibration, setting or testing • Main bearing cap vibration testing • Infrared scanning or harmonic testing • Anchoring calculation and/or anchors • Concrete slab design, calculation or engineering • Examination, preparation, installation, connection and identification • Equipment offloading, rigging, storage & insurance • General, civil, plumbing, mechanical, & electrical work incl. material • Engineering and any type of permitting • Fuel or equipment rental |
|---|--|

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City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT T GENERATOR PRODUCT WARRANTY



ROLLS-ROYCE SOLUTIONS AMERICA INC.

Five (5) Year / 3,000 Hour Comprehensive Extended Standby Limited Warranty

Rolls-Royce Solutions America Inc. ("RRSA") issues the following express Limited Warranty subject to the following terms, conditions, and limitations:

An original consumer ("Owner") who purchases an RRSA engine generator set ("Product") is entitled to coverage under this Limited Warranty. RRSA warrants to the Owner that the Product is free of defects in material and workmanship and will perform under normal use and service from valid start-up performed by RRSA. Any nonconformity to the foregoing is defined as a Warrantable Defect. This Limited Warranty applies to Product shipped by RRSA after January 1, 2014.

1. Disclaimers

LIMITATION OF WARRANTIES: THIS LIMITED WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES NOT SPECIFIED HEREIN.

THIS LIMITED WARRANTY, THE OBLIGATIONS OF RRSA AND THE RIGHTS AND REMEDIES OF THE OWNER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF, AND THE OWNER HEREBY WAIVES AND RELEASES ALL OTHER OBLIGATIONS, WARRANTIES (INCLUDING WARRANTY AGAINST REDHIBITORY DEFECTS), REPRESENTATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY CLAIMS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE PERFORMANCE OF THIS LIMITED WARRANTY OR FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE PRODUCT, ANY COMPONENT THEREOF AND SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, ALLEGED NEGLIGENCE, OR OTHERWISE, SHALL RRSA BE SUBJECT TO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGE TO THE PRODUCT, OR OTHER PROPERTY, COMMERCIAL LOSSES, LOST PROFITS, LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME, OR CLAIMS OF CUSTOMERS.

RRSA'S AGGREGATE TOTAL LIABILITY RELATING TO THE SYSTEM AND/OR PRODUCT UNDER THIS LIMITED WARRANTY OR UNDER ANY OTHER CLAIM (IN CONTRACT, TORT, OR OTHERWISE) MADE IN CONNECTION WITH THE SALE OR USAGE OF THE SYSTEM AND/OR PRODUCT IS LIMITED TO THE DOLLAR AMOUNT OF THE OWNER'S ORIGINAL PAYMENT MADE FOR THE SYSTEM AND/OR PRODUCT.

2. Limited Warranty Periods

Limited Warranty Period. The Limited Warranty Period for a Warrantable Defect in the Product is sixty (60) months after the first commissioning of the Product, except for a Warrantable Defect in the battery charger or pre-heater which Warranty Period is set forth below. In all cases, the Limited Warranty period will expire not later than seventy-two (72) months from the date of shipment from the RRSA Mankato, MN facility or after 3,000 operation hours, whichever occurs first.

Battery Charger/Pre-Heater Warranty Period. The Warranty Period for a Warrantable Defect in the battery charger or the pre-heater is twenty-four (24) months after the first commissioning of the Product. In all cases, the Limited Warranty period will expire not later than thirty-six (36) months from the date of shipment from the RRSA Mankato, MN facility or after 3,000 operation hours, whichever occurs first.

Rolls-Royce Solutions America Inc.

Comprehensive Extended Standby Limited Warranty

Accessories Coverage Period. The Accessories Coverage Period for a Warrantable Defect in cords, receptacles, cord reels, gas flex pipes, housing lights, space heaters, and associated equipment ("Accessories") is twelve (12) months from the date of shipment from RRSA Mankato, MN facility.

RRSA warranty obligations under this Limited Warranty are contingent upon distributor completing the following:

- (a) The RRSA warranty and the *Start-Up Validation and Pre-Inspection Form*. Return both to RRSA within sixty (60) days of the start-up date; and
- (b) The engine registration form (when applicable). Return to the manufacturer as stated in the engine registration form instructions.

3. RRSA Responsibilities

If a Warrantable Defect is found during the Limited Warranty Period, Battery Charger/Pre-Heater Warranty Period and/or the Accessories Coverage Period, and provided the Owner has complied with its obligations under Section 4, RRSA will, during normal working hours, through an RRSA authorized distributor, dealer, or service outlet, perform some or all of the following:

- (a) Repair or replace, at the sole election of RRSA, the defective part with a new or remanufactured replacement part;
- (b) Provide reasonable or customary labor needed to correct the Warrantable Defect;
- (c) Provide technician travel time of 400 miles to and from the closest RRSA authorized distributor, dealer, or service outlet to the Product location;
- (d) Part removal and re-installation, if necessary and as solely determined by RRSA.

The obligation to repair or replace defective parts by RRSA does not include responsibility for reimbursement of incidental or consequential costs. If RRSA repairs or replaces an Accessory, part, or Product under this Limited Warranty, the repaired or replaced Accessory, part, or Product assumes the unexpired portion of the warranty period remaining from the original Accessory, part, or Product. Repair or replacement of an Accessory, part, or Product will not extend the term of the original Limited Warranty Period or Accessories Coverage Period. Parts or Product replaced shall become the property of RRSA.

Failure of RRSA to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

4. Owner Responsibilities

During the Limited Warranty Period, Battery Charger/Pre-Heater Warranty Period and Accessories Coverage Period, the Owner is responsible for, and RRSA will not reimburse for the following:

- (a) Battery;
- (b) Premium or overtime labor costs;
- (c) Labor and material costs for Product removal and reinstallation;
- (d) Any special access fees required to gain access to RRSA equipment, without limitation, training or safety policy requirement to gain access;
- (e) Transportation costs or travel expenses related to delivery of the Product to the designated distributor, dealer, or service outlet;
- (f) Incidental and consequential costs, damages, or administrative expenses of whatever nature;
- (g) Non-Product repairs, vehicle damage, "downtime" expenses, cargo damage, fines, lost income, any business costs of any kind, Owner's travel expenses, and other losses resulting from a Warrantable Defect;
- (h) Shipping charges for replacement parts/Products in excess of those which are usual and customary; or

Rolls-Royce Solutions America Inc.

Comprehensive Extended Standby Limited Warranty

- (i) Local taxes, if applicable.

In addition, Owner must:

- (a) Operate, use, and maintain the Product in accordance with the applicable Owner's manual and/or any other manuals specified by RRSA, including without limitation handling, inspection, servicing, or operating instructions;
- (b) Promptly notify RRSA or its authorized representative of a Warrantable Defect and make the Product available for repair;
- (c) Comply with RRSA or its authorized representative's reasonable directions regarding the timing, sequence, and location of warranty repairs and make the Product available for inspection;
- (d) Perform all required maintenance and maintain and provide proof that all required maintenance has been performed;
- (e) Use RRSA specified parts, components, and consumables;
- (f) Promptly return to RRSA all parts replaced under this Limited Warranty;
- (g) Comply with RRSA long term storage guidelines, if applicable, and maintain and provide proof of compliance;
- (h) Routinely exercise the Product in accordance with operating instructions;
- (i) Install the Product in accordance with the installation guide provided; and
- (j) Reimburse RRSA for all costs incurred in providing warranty service where, following examination, the request or claim for warranty coverage proves to be unfounded or excluded, as well as all incidental costs including those incurred investigating the claim.

5. Limitations

RRSA is not responsible, and this Limited Warranty is not available under any circumstances, for any of the following:

- (a) Failure of Owner to fulfill its obligations under Section 4;
- (b) Failure of Owner to follow RRSA instructions for Product stored by Owner longer than 180 days from date of shipment from the RRSA Mankato, MN facility;
- (c) Defects caused by adjustments made by Owner to the fuel system or governor system;
- (d) Defects which were obvious or capable of being identified by reasonable inspection and were not reported to RRSA within a reasonable time;
- (e) Rental equipment used during warranty work;
- (f) Defects caused or potentially caused by service work performed by non-RRSA authorized service providers and/or the use of non-genuine RRSA parts;
- (g) Defects resulting from natural wear and tear, external action, negligence, natural disasters, accidents, incorrect use, improper handling or storage, inadequate corrosion-proofing, incorrect assembly or installation, or modification of the Product;
- (h) Defects resulting from abuse or neglect, including unauthorized modifications to the Product;
- (i) Repair or any use or installation which RRSA, in its sole discretion, determines to be improper;
- (j) Defects caused by incorrect maintenance;
- (k) Defects resulting from Owner's delay in making the Product available after being notified of a potential problem or Owner's failure to take immediate measures to avoid or mitigate damage;
- (l) Damage caused by shipping;
- (m) Repair of parts sold by RRSA that are warranted directly to the Owner by the respective part's manufacturer;
- (n) Misapplication of the Product;
- (o) Diesel engine "wet stacking" due to lightly loaded diesel engines;
- (p) Acts of nature or acts of God;
- (q) Any failure, other than those resulting from a defect in material or factory workmanship of the Product;
- (r) Use of the Product for purposes other than those for which it was intended, including without limitation use of the Product under extraordinary operating conditions not made known to RRSA in writing at the time of the order; or

Rolls-Royce Solutions America Inc.

Comprehensive Extended Standby Limited Warranty

(s) Material provided by or a design specified by the Owner.

6. **Software Warranty.** Where software is included in the Product, RRSA warrants to the Owner that 1) the software will be substantially free from material program errors and material defects in material and workmanship, and that 2) it shall function substantially in accordance with RRSA specification at the time of dispatch from the RRSA manufacturing facility. RRSA does not warrant that the software is error-free or free from “bugs” as commonly categorized by the computer industry. RRSA shall, during the Limited Warranty Period, endeavor to remedy at its cost, in its sole discretion, by repair or replacement of any material program errors or material defects of which Owner has promptly notified RRSA. RRSA, at its option, may elect to provide the most current software at no cost, and in such case RRSA will not cover the cost to install the applicable updated software. RRSA shall have no obligation with respect to any nonconformities resulting from unauthorized modifications to the software or any Owner interfacing.
7. **Emissions Warranty.** The Product may be covered under an emissions warranty specified by the U.S. Environmental Protection Agency and/or the California Air Resources Board. The terms of the warranty, if applicable, may be accessed by following the link: <https://www.mtu-solutions.com/eu/en/technical-information/emissions-warranty.html>. Any such Emissions Warranty is incorporated herein by reference in its entirety to the extent and with the same force as if fully set forth herein. The Product, if certified, may only be certified to comply with the required country or region-specific emission regulations. Where applicable, the Product is only certified to those specific emission regulations/standards which are clearly stated in the respective RRSA defined technical specifications. IT IS THE OWNER'S SOLE RESPONSIBILITY TO ENSURE THAT THE EXPORT/IMPORT, INSTALLATION, AND USE OF THE PRODUCT(S) COMPLIES WITH THE APPLICABLE EMISSION REGULATIONS IN THE COUNTRY OR REGION WHERE THE PRODUCT(S) WILL BE USED.
8. The Owner is entitled to rectify the defect or to have it rectified by third parties only in urgent cases where operational safety is at risk or in order to prevent disproportionately extensive damage; provided that Owner has informed RRSA and obtained prior written consent from RRSA. In such cases, RRSA shall, in its sole discretion, reimburse the costs incurred by the Owner up to an amount equivalent to the costs RRSA would have incurred had it remedied the defect itself.
9. This Limited Warranty gives the Owner specific legal rights, and the Owner may also have other rights, which vary from state to state. Some states do not allow warranty duration limitations and/or certain exclusions or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion(s) may not apply to Owner. If any one or more of the provisions contained in this Limited Warranty shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.
10. This Limited Warranty is governed by the laws of the State of Michigan without regard to its conflicts of law principles and excluding the United Nations Convention for the International Sale of Goods. Any and all disputes between the parties that may arise pursuant to the sale or use of the Product shall be heard and determined before an appropriate state of federal court located in Oakland County, Michigan. The Owner acknowledges that such court has the jurisdiction to interpret and enforce the provisions herein, and Owner waives any and all objections that it may have as to personal jurisdiction or venue in any of the above courts.
11. In order to obtain performance of an RRSA warranty obligation, the Owner should contact the nearest RRSA authorized distributor, dealer, or service outlet for instructions. To find the location of the nearest RRSA authorized distributor, dealer, or service outlet call +1 248-560-8000 or write to: Rolls-Royce Solutions America Inc. Warranty Department, 39525 MacKenzie Drive, Suite 100, Novi, MI 48377.

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.
IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.

- 1. **DEFINITIONS:** The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."
- 2. **PRICE:** All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.
- 3. **PAYMENTS:** All payments shall be in U.S. Dollars, without offset, backcharge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. Standard terms are Net 30 from invoice date unless otherwise approved by the Seller. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."
- 4. **DELIVERY AND TITLE:** Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.
- 5. **ACCESS, PERMITS AND UTILITIES:** In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.
- 6. **ACCEPTANCE:** All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.
- 7. **FORCE MAJEURE:** Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.
- 8. **DELAYS.** Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.
- 9. **CHANGES:** Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.
- 10. **ADDITIONAL COSTS:** In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.
- 11. **LIMITED WARRANTY:** Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

12. INDEMNITY (INCLUDING FOR NEGLIGENCE): TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO, LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, **INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT.** This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

13. DEFAULT: On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

14. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. **SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.**

15. EXPORTS: Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

16. ASSIGNMENT: Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

17. WAIVER: The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

18. DISPUTE RESOLUTION: TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. INTERPRETATION AND VENUE: The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Texas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in Harris County, Texas; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

20. SURVIVAL. The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether written or oral, to the extent the Parties intend such to be incorporated. No writing henceforth exchanged between the Parties will be effective to amend or supplement this Agreement, except that such writing expressly refers to this Agreement and is signed by both Parties.



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT U BUY AMERICAN ACT AFFIDAVIT

(Page 1 of 2) N/A

BUY AMERICAN ACT

(THIS ATTACHMENT IS NOT APPLICABLE TO THIS PROJECT)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.



ATTACHMENT U
(Page 2 of 2) N/A

The Respondent agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

Signature of Affiant

Date

Print Name

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT V PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS AFFIDAVIT

I, Chase Rogers, Project Director, being first duly sworn state:

Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the City's governing body may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.


Signature of Affiant

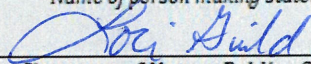


12/05/2023
Date

Chase Rogers, Project Director
Print Name

STATE: **FLORIDA**
COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 5 day of December, 2023, by: Chase Rogers
Name of person making statement


Signature of Notary Public - State of Florida

LORI GUILD
MY COMMISSION # HH 298713
EXPIRES August 9, 2026
(NOTARY SEAL)

Lori Guild
Name of Notary Typed, Printed, or Stamped

Personally Known X OR Produced Identification _____
Type of Identification Produced N/A



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT W COMPLIANCE WITH FOREIGN ENTITY LAWS AFFIDAVIT

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Chase Rogers, Project Director
(print individual's name and title)

for: Hinterland Group Inc.
(print name of entity submitting sworn statement)

whose business address is: 2051 W Blue Heron Blvd., Riviera Beach, FL 33404

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-5156844
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A - _____ - _____.)

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)



City of Cooper City, Florida
ITB 2023-06-UTL, Pump Station #55 Generator Replacement

ATTACHMENT W

(Page 2 of 2)



Signature of Affiant

12/05/2023

Date

Chase Rogers, Project Director

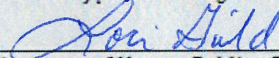
Print Name



STATE: FLORIDA
COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 5 day of
December, 2023, by: Chase Rogers

Name of person making statement



Signature of Notary Public - State of Florida

Lori Guild

Name of Notary Typed, Printed, or Stamped



(NOTARY SEAL)

Personally Known X OR Produced Identification _____

Type of Identification Produced N/A

[END OF SECTION]

Locations: Palm Beach – Cocoa – Stuart

COMPANY QUALIFICATION & CERTIFICATION PACKAGE



WWW.HINTERLANDGROUP.COM

CORPORATE OFFICE:

2051 W Blue Heron Blvd, Riviera Beach, FL 33404

561-640-3403 PH

561-640-3504 FX



INFO@HINTERLANDGROUP.COM

COMPANY QUALIFICATION & CERTIFICATION PACKAGE



COVER PAGE

Corporate Resume ----- Page 3

Minutes of Special Meeting ----- Page 4

Department of State Letter of Incorporation ----- Page 5

Sunbiz Information ----- Page 6

Insurance Information ----- Page 8

Bondability Letter ----- Page 9

State Licenses ----- Page 10

Business Tax Receipt ----- Page 13

FDOT Certificate of Qualification ----- Page 25

Reference Letters ----- Page 27

Pre-Qualified Vendor ----- Page 32

Owned Equipment ----- Page 34

Prior Experience ----- Page 42

CIPP Roster ----- Page 57

Installed Liner Quantities ----- Page 58

CIPP Prior Experience ----- Page 60



CORPORATE RESUME

DANIEL A. DUKE, III

President

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

DANIEL A. DUKE, JR.

Operations

Daniel has Twenty-Seven years of direct experience including various wastewater lift station installations, gravity and force main sewer installations. He provides direct daily supervision of superintendents and skilled labor, management of project schedules, asset management and logistics for entire company personnel and equipment fleet.

CHARLES BREIG

Electrical Contractor

Charles has over 40 years of commercial electrical experience through out the state of Florida. He currently holds a Florida Electrical Contractors License (EC13003615). Charles joined the HGI team in June 2006.

JAY B. BREIG

Project Manager/Operations

Jay began working in the waste water industry in 2004 for a clarifier rehabilitation company, and then a full service underground utility company in 2006. He then joined the HG team in early 2008, and since then has been a huge contributing factor to the growth of HG as a company. Jay brought a wealth knowledge of the water and waste water industry to the company and allowed HG to broaden its capabilities as an underground contractor. Jay served as a lead foreman for many years on all of the company's largest and most difficult projects ranging from lift station installs to master pumping stations and neighborhood revitalization projects before moving into a management position. Jay now oversees the construction operations for HG by scheduling all crews, coordinating project startups with project managers, arranging equipment deliveries, communicating daily with crew foreman and superintendents and making sure that all jobs are completed properly, on time and under budget.



CORPORATE RESUME (CONT.)

CHASE R. ROGERS, E.I.

Estimating Manager, Engineer

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

DANIEL A. DUKE III

President/Founder

Meeting Date: 02/13/2024 Item #12.

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
dduke1@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

QUALIFICATIONS

- Florida General Contractor's License (CGC1520354)
- Florida Certified Building Contractor's License (CBC1255077)
- Certified Underground and Excavation Contractor License (CUC1224634)

PROJECT RELATED BACKGROUND

ORANGE COUNTY EWRF IN PLANT PUMP STATION REPLACEMENT

Project Owner: Orange County

Project Value: \$1,323,642.00

Project Location: Orlando, FL

Role: Project Manager

The Process 395 North In-Plant Pump Station Replacement. Furnishing and installation of a new triplex pumps station with three (3) 47 HP Flygt or ABS submersible pumps. Installation of a new 12 feet diameter wet well structure. Furnishing and Installation of the above ground flanged piping manifold with appurtenances. Installation of a new sanitary sewer manhole and 65 linear feet of 16" DIP force main and 48 linear feet of 24" PVC SDR 2.6 gravity sewer. The conversion of the existing pump station wet well into gravity sewer manhole. Demolition of existing valve vault and existing force main.

NORTH PALM BEACH EARMAN RIVER TRANSFER PUMP STATION

Project Owner: Village of North Palm Beach

Project Value: \$346,680.00

Project Location: North Palm Beach, FL

Role: Project Manager

Installation of a water detection switch in the main mops pump station to confirm that there is water in the wet well.

PALM BEACH COUNTY GATOR BLVD WATERMAIN EXTENSION

Project Owner: Palm Beach County

Project Value: \$792,003.00

Project Location: Belle Glade, FL

Role: Project Manager

Installation of approximately 4,000 Linear Feet of 12" water main on Gator Blvd from E Sugarhouse Road to Duda Road in Belle Glade and included fire hydrants, appurtenances, fittings and all necessary connections to provide a complete and functional water system.



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CHASE R. ROGERS, E.I.

Estimating Manager/Project Director

Meeting Date: 02/13/2024 Item #12.

2051 W. BLUE HERON BLVD.
Riviera Beach, FL 33404
crogers@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE:

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

QUALIFICATIONS:

- Bachelor's Degree in Civil Engineering from University of Central Florida
- Engineering Intern, E.I.
- Member of ASCE
- OSHA Confined Space Training
- Intermediate MOT certification

PROJECT RELATED BACKGROUND

STRUCTURAL REPAIR OF THE FLOW EQUALIZATION BASIN AT ECR

Project Owner: City of West Palm Beach

Project Value: \$528, 587.00

Project Location: West Palm Beach, FL

Role: On Site Foreman

Complete rehabilitation of the flow equalization basin at the City of West Palm Beach East Central Regional Water Reclamation Facility. Dewatering and cleaning/removal of all silt and sediment from the EQ basin, leak stopping throughout, repairs to damaged and spalling concrete and replacement of piping for the EQ basin floor pumps.

PUMP REPLACEMENT FOR THE RAW WATER BOOSTER PUMP STATION

Project Owner: Collier County

Project Value: \$653,400.00

Project Location: Naples, FL

Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

CUDJOE INNER ISLANDS - MASTER PUMPING STATIONS

Project Owner: Florida Keys Aqueduct Authority

Project Value: \$2,313,374.00

Project Location: Cudjoe Key, FL

Role: Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.



Hinterland Group, Inc. | www.hinterlandgroup.com

JAY B. BREIG

Construction Operations Manager

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
jbreig@hinterlandgroup.com
561-640-3503

PERSONAL PROFILE

Jay began working in the waste water industry in 2004 for a clarifier rehabilitation company, and then a full service underground utility company in 2006. He then joined the HG team in early 2008, and since then has been a huge contributing factor to the growth of HG as a company. Jay brought a wealth knowledge of the water and waste water industry to the company and allowed HG to broaden its capabilities as an underground contractor. Jay served as a lead foreman for many years on all of the company's largest and most difficult projects ranging from lift station installs to master pumping stations and neighborhood revitalization projects before moving into a management position. Jay now oversees the construction operations for HG by scheduling all crews, coordinating project startups with project managers, arranging equipment deliveries, communicating daily with crew foreman and superintendents and making sure that all jobs are completed properly, on time and under budget.

QUALIFICATIONS

- OSHA Confined Space Training
- Advanced MOT Certification
- Crane and Rigging Certification

PROJECT RELATED BACKGROUND

CITY OF WESTON INDIAN TRACE LIFT STATION REHABILITATION

Project Owner: The City of Weston

Project Value: \$689,531.00

Project Location: The City of Weston, FL

Role: Project Manager

This project consisted of the refurbishing, repair, and, replacement of concrete, and metal lift station components along with site related improvements for over 30 Lift Stations in the City of Weston, Florida.

PALM BEACH COUNTY WATER UTILITIES DISTRICT ZONE 1 WATERMAIN IMPROVEMENTS

Project Owner: Palm Beach County WUD

Project Value: \$1,121,551.20

Project Location: Belle Glades, FL

Role: Project Manager

Improvement and replacement of approximately 2,500 LF of WM and relocation of services from the rear to front of homes.

CLIFF CREEK STORMWATER QUALITY RETROFIT

Project Owner: City of Melbourne

Project Value: \$715,290.00

Project Location: City of Melbourne, FL

Role: Project Manager

The largest baffle box East of the Mississippi for the City of Melbourne, FL. As part of the "Cleaning Our Lagoon Program." The project included installing a 24' x 30' x 12' deep baffle box structure, 7" x 5" box culvert, corresponding endwalls and canal revetment.



Hinterland Group, Inc. | www.hinterlandgroup.com



MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd.,
Riviera Beach, Florida 33404 on this 25 day of April, 2023.

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company. On motion duly made and carried, the meeting proceeded to approve the authorization. Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above. There being no further business, the meeting was adjourned.

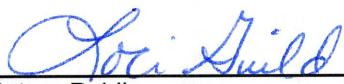
Dated April 25, 2023



Daniel Duke III, President
Hinterland Group Inc.

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2023
by Daniel Duke, III.



Notary Public



Printed Name: LORI GUILD

My Commission Expires: 8/9/2026

State of Florida

Department of State

I certify from the records of this office that HINTERLAND GROUP INC. is a corporation organized under the laws of the State of Florida, filed on June 26, 2006.


The document number of this corporation is P06000086423.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 5, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of
September, 2023*




Secretary of State

Tracking Number: 1364483202CU

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

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
HINTERLAND GROUP INC.

Filing Information

Document Number P06000086423
FEI/EIN Number 20-5156844
Date Filed 06/26/2006
State FL
Status ACTIVE

Principal Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Mailing Address

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

Registered Agent Name & Address

Wynne, Ryan J, Esq.
1015 W Indiantown Road
Suite 101-A
Jupiter, FL 33458

Name Changed: 02/13/2019

Address Changed: 02/13/2019

Officer/Director Detail

Name & Address

Title PSTD

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

Annual Reports

Meeting Date: 02/13/2024 Item #12.

Report Year	Filed Date
2021	03/08/2021
2022	04/05/2022
2023	04/05/2023

Document Images

04/05/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
03/08/2021 -- ANNUAL REPORT	View image in PDF format
03/02/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/01/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- Reg. Agent Change	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
01/28/2016 -- ANNUAL REPORT	View image in PDF format
11/20/2015 -- Reg. Agent Change	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
04/09/2013 -- Reg. Agent Change	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
04/16/2009 -- ANNUAL REPORT	View image in PDF format
01/20/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
06/26/2006 -- Domestic Profit	View image in PDF format



Menu 

My Company Account

My Company Profile

Company Information

Company Name

Hinterland Group, Inc.

Doing Business As (DBA)

Company ID

1579646

Enrollment Date

08/21/2020

Employer ID Number

205156844

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

237

Sector

Meeting Date: 02/13/2024 Item #12.

Construction

Subsector

Heavy and Civil Engineering Construction

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Locations

Physical Address


2051 W Blue Heron Blvd
Riviera Beach, FL 33404

Mailing Address

Same as Physical Address

[Edit Company Locations](#)

Hiring Sites

 We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



WAGNER BONDING & INSURANCE, INC.

April 18, 2023

RE: Hinterland Group Inc.

To whom it may concern,

We are the bonding agent for Hinterland Group Inc. They are bonded by Atlantic Specialty Insurance Company, an "A+XV" rated surety in the AM Best Guide. Hinterland Group Inc. has an excellent reputation in the community. While each project is approved on it's own merits, Hinterland Group Inc. has the ability to bond single projects in excess of \$20,000,000 with an aggregate limit of \$100,000,000.

We welcome the opportunity to execute the necessary bonds provided they meet the current underwriting guidelines and the provisions are acceptable to both Hinterland Group Inc. and Atlantic Specialty Insurance Company.

Should you have any questions or concerns, please do not hesitate to call.

Sincerely,

Wagner Bonding & Insurance, Inc.

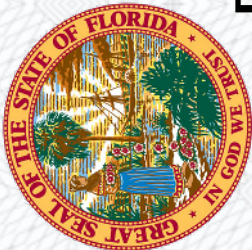


Taylor Wagner
Resident Florida Licensed Agent
Attorney-in-Fact

P.O. Box 2868 Lakeland, FL. 33806
Phone 863-859-9823
Fax 863-815-1864

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CUC1224634

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Meeting Date: 02/13/2024 Item #12.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

LICENSE NUMBER: CGC1520354

EXPIRATION DATE: AUGUST 31, 2024

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Meeting Date: 02/13/2024 Item #12.



Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS' LICENSING BOARD

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

BREIG, CHARLES J

HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166

LICENSE NUMBER: EC13003615

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Meeting Date: 02/13/2024 Item #12.





ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

2051 W BLUE HERON BLVD
 RIVIERA BEACH, FL 33404
 Meeting Date: 02/13/2024 Item #12.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	DUKE DANIEL AMOS III	CGC1520354	B23.664313 07/18/2023	\$99.00	B40145154

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



HINTERLAND GROUP INC
 HINTERLAND GROUP INC
 2051 WEST BLUE HERON BLVD
 RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015082364
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

2051 W BLUE HERON BLVD
 RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
BUILDING CONTRACTOR	DUKE DANIEL AMOS III	CBC1255077	B23.664394 07/18/2023	\$99.00	B40156458

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



2-562

HINTERLAND GROUP INC
 HINTERLAND GROUP INC
 2051 W BLUE HERON BLVD
 RIVIERA BEACH FL 33404-5003

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2018108321
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

2051 W BLUE HERON BLVD
 RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	DUKE DANIEL AMOS III	CUC1224634	B23.664234 07/18/2023	\$27.50	B40133138

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



HINTERLAND GROUP INC
 HINTERLAND GROUP INC
 2051 WEST BLUE HERON BLVD
 RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201139576
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

875



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CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
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P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

2051 V
 RIVIERA

Meeting Date: 02/13/2024 Item #12.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ELECTRICAL CONTRACTOR	BREIG CHARLES J	EC13003615	B23.664312 07/18/2023	\$99.00	B40145155

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



HINTERLAND GROUP INC
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 2051 WEST BLUE HERON BLVD
 RIVIERA BEACH FL 33404

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015082363
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
PROFESSIONAL LICENSE
TRANSPORTATION/DISTRB TRUCKS

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1

HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

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HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2023 to September 30, 2024

2051 Blue Heron Blvd W
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HINTERLAND GROUP INC
992 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 20, 2022

HINTERLAND GROUP, INC
2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, ELECTRICAL WORK, Water & Wastewater, Manhole Rehabilitation, Lift Stations, Pipe Lining & Pipe Desilting.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

for Alan Autry, Manager
Contracts Administration Office

AA:cg



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 03, 2023

HINTERLAND GROUP, INC
2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

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Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII:cg



Asset ID	Category	Type	Description	Status
543	VEHICLE	REEFER	2011 Kenworth T370	ACTIVE
542	VEHICLE	VAN	2007 CHEVY VAN	ACTIVE
541	VEHICLE	VAN	2011 GMC VAN	ACTIVE
540	VEHICLE	VAN	2007 Chevy van	ACTIVE
539	VEHICLE	VAN	2014 Dodge Caravan	ACTIVE
538	TRAILER	HAULER	Forest River Trailer	ACTIVE
536	PUMP	VACUUM OIL PUMP	3" Well point pump	ACTIVE
534	EQUIPMENT	ROLLER	Leeboy roller	ACTIVE
533	TRAILER	HAULER		ACTIVE
532	EQUIPMENT	COMPACTOR	COMPACTOR	ACTIVE
531	CREW EQUIPMENT	LIGHT TOWER	Light Tower	ACTIVE
530	TRAILER	HAULER	7X14 Spartan Trailer	ACTIVE
529	VEHICLE	CAR	2007 Volvo XC70	ACTIVE
528	TRAILER	CARGO	Cargo Trailer	ACTIVE
527	VEHICLE	FLAT BED	Flat bed	ACTIVE
526	TRAILER	CARGO	Cargo Trailer	ACTIVE
525	VEHICLE	VAN	TV Truck	ACTIVE
524	TRAILER	PUMP	Pump	ACTIVE
523	TRAILER	PUMP	Pump	ACTIVE
522	EQUIPMENT	PUMP	Pump	ACTIVE
521	TRAILER	PUMP	Pump	ACTIVE
520	TRAILER	PUMP	Pump	ACTIVE
519	EQUIPMENT	LOADER	Wheel Loader	ACTIVE
518	TRAILER	MIXER	Mixer	ACTIVE
517	TRAILER	GENERATOR	Generator	ACTIVE
516	TRAILER	LOW BOY	Lowboy	ACTIVE
515	VEHICLE	VAN	van	ACTIVE
514	TRAILER	PUMP	pump	ACTIVE
513	EQUIPMENT	PUMP	diaphragm pump	ACTIVE
512	EQUIPMENT	SKID STEER	Skid Steer	ACTIVE
511	TRAILER	SPRAY MATE COATING	Coating Trailer	ACTIVE
509	TRAILER	DUMP	DUMP TRAILER	ACTIVE
508	TRAILER	DUMP	DUMP TRAILER	ACTIVE

507	EQUIPMENT	LOADER	Loader	ACTIVE
506	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
505	TRAILER	CARGO	Cargo Trailer	ACTIVE
504	TRAILER	CARGO	Cargo Trailer	ACTIVE
503	TRAILER	CARGO	Cargo Trailer	ACTIVE
502	VEHICLE	FLAT BED		ACTIVE
501	VEHICLE	BOILER		ACTIVE
500	EQUIPMENT	ROLLER		ACTIVE
499	EQUIPMENT	ROLLER		ACTIVE
498	EQUIPMENT	COMPACTOR		ACTIVE
497	EQUIPMENT	COMPACTOR		ACTIVE
496	VEHICLE	FLAT BED		ACTIVE
495	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
494	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
493	VEHICLE	FLAT BED	CHEVY FLAT BED	ACTIVE
492	EQUIPMENT	LOADER		ACTIVE
491	EQUIPMENT	EXCAVATOR		ACTIVE
490	EQUIPMENT	LOADER		ACTIVE
489	EQUIPMENT	EXCAVATOR		ACTIVE
488	VEHICLE	CRANE	F-550	ACTIVE
487	VEHICLE	UTILITY	F-550	ACTIVE
486	VEHICLE	CRANE	F-350	ACTIVE
485	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
484	EQUIPMENT	EXCAVATOR	Excavator	ACTIVE
482	EQUIPMENT	SKID STEER	skid steer	ACTIVE
481	EQUIPMENT	COMPACTOR	Compactor	ACTIVE
480	EQUIPMENT	OFF ROAD CART	Off Road Cart	ACTIVE
479	EQUIPMENT	OFF ROAD CART	Off Road Cart	ACTIVE
478	TRAILER	MESSAGE BOARD	Trailer	ACTIVE
477	TRAILER	HAULER	Trailer	ACTIVE
476	TRAILER	HAULER	Trailer	ACTIVE
475	VEHICLE	REEFER	refrigerated truck	ACTIVE
474	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
473	EQUIPMENT	SKID STEER	skid steer	ACTIVE
472	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
471	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
470	EQUIPMENT	FORKLIFT	DOOSAN	ACTIVE
469	EQUIPMENT	SKID STEER	skid steer	ACTIVE

468	EQUIPMENT	EXCAVATOR	excavator	ACTIVE
467	EQUIPMENT	MIXER		ACTIVE
466	VEHICLE	VAC		ACTIVE
465	VEHICLE	CRANE		ACTIVE
464	VEHICLE	PICKUP		ACTIVE
463	VEHICLE	PICKUP		ACTIVE
462	VEHICLE	PICKUP		ACTIVE
461	VEHICLE	PICKUP		ACTIVE
460	TRAILER	CARGO		ACTIVE
459	EQUIPMENT	SKID STEER	skid steer	ACTIVE
458	EQUIPMENT	COMPACTOR	compactor	ACTIVE
457	EQUIPMENT	COMPACTOR	compactor	ACTIVE
456	VEHICLE	TRUCK	Crew Cab	ACTIVE
455	EQUIPMENT	MAN LIFT	Man Lift	ACTIVE
454	EQUIPMENT	MAN LIFT	Man lift	ACTIVE
453	TRAILER	PUMP	Electric Bypass Pump	ACTIVE
452	TRAILER	ARROW BOARD	Arrow Board	ACTIVE
451	TRAILER	ARROW BOARD		ACTIVE
450	EQUIPMENT	FORKLIFT	YALE	ACTIVE
449	EQUIPMENT	FORKLIFT	Forklift	ACTIVE
448	EQUIPMENT	LOADER	Loader	ACTIVE
447	TRAILER	CARGO	cargo	ACTIVE
446	TRAILER	CARGO	cargo	ACTIVE
445	VEHICLE	PICKUP	Pickup	ACTIVE
444	EQUIPMENT	SAW	Street Saw	ACTIVE
443	EQUIPMENT	SAW	Street saw	ACTIVE
442	EQUIPMENT	SAW	Street saw	ACTIVE
441	EQUIPMENT	SAW	Street saw	ACTIVE
440	EQUIPMENT	TRACTOR	Tractor	ACTIVE
439	EQUIPMENT	TRACTOR	Tractor	ACTIVE
438	TRAILER	PUMP	pump	ACTIVE
437	TRAILER	HAULER	Trailer	ACTIVE
436	TRAILER	HAULER	Trailer	ACTIVE
435	VEHICLE	VAN	Vehicle	ACTIVE
434	EQUIPMENT	PUMP	Pump	ACTIVE
433	EQUIPMENT	PUMP	PUMP	ACTIVE
432	EQUIPMENT	PUMP	PUMP	ACTIVE
431	EQUIPMENT	PUMP	PUMP	ACTIVE

430	EQUIPMENT	COMPACTOR	COMPACTOR	COMPACTOR	ACTIVE
429	EQUIPMENT	COMPRESSOR	Air compressor	COMPRESSOR	ACTIVE
423	EQUIPMENT	PUMP		PUMP	ACTIVE
422	TRAILER	CARGO		CARGO	ACTIVE
421	TRAILER	CARGO		CARGO	ACTIVE
420	EQUIPMENT	PUMP	Dewater	PUMP	ACTIVE
419	TRAILER	CARGO	14' x 7'	CARGO	ACTIVE
418	EQUIPMENT	COMPACTOR	Plate compactor	COMPACTOR	ACTIVE
417	EQUIPMENT	COMPACTOR	Asphalt	COMPACTOR	ACTIVE
416	EQUIPMENT	PUMP		PUMP	ACTIVE
415	VEHICLE	DUMP	Tri axle	DUMP	ACTIVE
414	EQUIPMENT	PUMP		PUMP	ACTIVE
413	EQUIPMENT	PUMP		PUMP	ACTIVE
412	TRAILER	TANKER	Tanker	TANKER	ACTIVE
411	EQUIPMENT	PUMP		PUMP	ACTIVE
410	EQUIPMENT	WELDER	Welder	WELDER	ACTIVE
409	TRAILER	CARGO	Forest River	CARGO	ACTIVE
408	EQUIPMENT	PUMP	Hydraulic Pump	PUMP	ACTIVE
407	EQUIPMENT	LIFT	Scissor Lift	LIFT	ACTIVE
406	EQUIPMENT	PUMP	Elec Bypass Pump	PUMP	ACTIVE
405	EQUIPMENT	LOADER	Wheel Loader	LOADER	ACTIVE
404	TRAILER	DUMP	Dump Trailer	DUMP	ACTIVE
403	TRAILER	CARGO	Cutter Trailer	CARGO	ACTIVE
402	EQUIPMENT	SKID STEER	Skid Steer	SKID STEER	ACTIVE
401	EQUIPMENT	BACKHOE	Backhoe	BACKHOE	ACTIVE
400	EQUIPMENT	EXCAVATOR	Hydraulic Excavator	EXCAVATOR	ACTIVE
399	EQUIPMENT	SPRAY	Epoxy Spray Rig	SPRAY	ACTIVE
398	EQUIPMENT	EXCAVATOR	Excavator	EXCAVATOR	ACTIVE
397	EQUIPMENT	GENERATOR	25KW Generator	GENERATOR	ACTIVE
396	EQUIPMENT	GENERATOR	80KW Generator	GENERATOR	ACTIVE
395	EQUIPMENT	GENERATOR	80KW Generator	GENERATOR	ACTIVE
390	EQUIPMENT	SURVEYING	Surveying Equipment	SURVEYING	ACTIVE
389	EQUIPMENT	LIGHTING	Portable Light Trailer	LIGHTING	ACTIVE
388	EQUIPMENT	EXCAVATOR	Hydraulic Excavator	EXCAVATOR	ACTIVE
385	TRAILER	REEFER	Reefer Trailer 53'	REEFER	ACTIVE
384	EQUIPMENT	EXCAVATOR	Compact Excavator	EXCAVATOR	ACTIVE
383	VEHICLE	VAC	Vactor Truck	VAC	ACTIVE
382	TRAILER	LOW BOY	Low Boy	LOW BOY	ACTIVE

380	VEHICLE	TANDEM	International Truck	ACTIVE
379	VEHICLE	BUCKET	GMC Truck	ACTIVE
378	VEHICLE	FLAT BED	GMC Truck	ACTIVE
377	VEHICLE	PICKUP	Chevy Truck	ACTIVE
376	VEHICLE	FLAT BED	GMC Truck	ACTIVE
375	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
374	EQUIPMENT	WETOUT	Wetout Assembly Equipment	ACTIVE
373	EQUIPMENT	ATTACHMENT	Telescopic Dipper	ACTIVE
372	EQUIPMENT	WETOUT	Resin Tank w/ Conveyor	ACTIVE
371	EQUIPMENT	SURVEYING	Pipe Laser	ACTIVE
370	EQUIPMENT	CIPP	Cues Truck 2	ACTIVE
369	EQUIPMENT	CIPP	Cues Truck 1	ACTIVE
368	EQUIPMENT	ATTACHMENT	Clam Shell Bucket	ACTIVE
367	EQUIPMENT	COMPUTER	CIPP Computers	ACTIVE
366	EQUIPMENT	TANKER	300 Gallon Spray Rig Attachment	ACTIVE
365	EQUIPMENT	PERSONAL	Boat Engine	ACTIVE
364	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
363	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
362	EQUIPMENT	PERSONAL	Jet Ski	ACTIVE
361	EQUIPMENT	GRADER	Volvo Motor Grader	ACTIVE
360	TRAILER	REEFER	Reefer Trailer 53'	ACTIVE
359	TRAILER	CARGO	Look Trailer	ACTIVE
358	EQUIPMENT	FORKLIFT	Toyota Forklift	ACTIVE
357	TRAILER	HAULER	Tilt Trailer	ACTIVE
356	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
355	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
354	EQUIPMENT	PUMP	Thompson Pump	ACTIVE
353	EQUIPMENT	PUMP	Thompson High Pressure Pump	ACTIVE
352	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
351	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
350	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
349	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
348	EQUIPMENT	PUMP	Thompson 6' Vacuum Assisted Pump	ACTIVE
347	EQUIPMENT	PUMP	Thompson 6' Trailer Mounted Pump	ACTIVE
346	EQUIPMENT	PUMP	Thompson 6' Bypass Pump	ACTIVE
344	EQUIPMENT	PUMP	Thompson 4' Mounted Pump	ACTIVE
343	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump	ACTIVE
342	EQUIPMENT	PUMP	Thompson 12' Wellpoint Pump	ACTIVE

341	TRAILER	HAULER	Thomas Trailer	ACTIVE
340	EQUIPMENT	PUMP	Auto Dialer Pump	ACTIVE
339	EQUIPMENT	COMPRESSOR	Compressor w/ Trailer	ACTIVE
338	VEHICLE	VAC	Sterling Vac Truck	ACTIVE
337	VEHICLE	VAC	Sterling Truck	ACTIVE
336	VEHICLE	CRANE	Sterling Crane Truck	ACTIVE
335	TRAILER	CARGO	Space Coast Trailer	ACTIVE
334	EQUIPMENT	BOAT	Ever	ACTIVE
333	EQUIPMENT	MIXER	Rex Dulvi-Mixer	ACTIVE
332	VEHICLE	FLAT BED	Crane Flatbed	ACTIVE
331	EQUIPMENT	EXCAVATOR	Walking Excavator	ACTIVE
330	TRAILER	CARGO	Look Enclosed Trailer	ACTIVE
329	TRAILER	CARGO	Look Enclosed Trailer	ACTIVE
328	TRAILER	CARGO	Lark Trailer	ACTIVE
327	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
326	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
325	EQUIPMENT	EXCAVATOR	Komatsu Hydraulic Excavator	ACTIVE
324	EQUIPMENT	BLASTER	KMT Aqua Blaster	ACTIVE
323	VEHICLE	VAC	Kenworth Vac Truck	ACTIVE
322	VEHICLE	BOILER	Kenworth Boiler Truck	ACTIVE
321	VEHICLE	DUMP	Kenworth Dump Truck	ACTIVE
320	TRAILER	ASPHALT	Keizer Morris Trailer w/ Asphalt Hot Box	ACTIVE
319	EQUIPMENT	LOADER	John Deere Wheel Loader	ACTIVE
318	EQUIPMENT	LOADER	John Deere Wheel Loader	ACTIVE
317	EQUIPMENT	SKID STEER	John Deere Skid Steer	ACTIVE
316	EQUIPMENT	MOWER	John Deere Riding Mower	ACTIVE
315	EQUIPMENT	MOWER	John Deere Mower Attachment	ACTIVE
314	EQUIPMENT	EXCAVATOR	John Deere Excavator	ACTIVE
313	EQUIPMENT	SKID STEER	John Deere Compact Track Loader	ACTIVE
312	EQUIPMENT	SKID STEER	John Deere Compact Track Loader	ACTIVE
310	EQUIPMENT	EXCAVATOR	John Deere Compact Excavator	ACTIVE
308	EQUIPMENT	ATTACHMENT	John Deere Bucket	ACTIVE
307	EQUIPMENT	ROLLER	Bomag Roller	ACTIVE
306	EQUIPMENT	MOWER	John Deere Mower	ACTIVE
305	TRAILER	HAULER	Interstate Trailer	ACTIVE
304	TRAILER	HAULER	Grey Trailer	ACTIVE
303	VEHICLE	VAC	International Vac Truck	ACTIVE
302	VEHICLE	VAC	International Vac Truck	ACTIVE

301	VEHICLE	VAC	International Vac Truck	ACTIVE
300	VEHICLE	VAC	International Vac Truck	ACTIVE
298	VEHICLE	BLASTER	International Sand Blaster Truck	ACTIVE
297	VEHICLE	REEFER	International Truck	ACTIVE
296	VEHICLE	REEFER	International Truck	ACTIVE
295	VEHICLE	REEFER	International Reefer Truck	ACTIVE
292	VEHICLE	BOX	International Box Truck	ACTIVE
291	VEHICLE	DUMP	Flat Bed Dump Truck	ACTIVE
290	VEHICLE	DUMP	Flat Bed Dump Truck	ACTIVE
289	EQUIPMENT	COMPRESSOR	Ingersoll Rand Mounted Compressor	ACTIVE
288	EQUIPMENT	COMPRESSOR	Ingersoll Rand Air Compressor	ACTIVE
287	VEHICLE	BOX	International Chassis	ACTIVE
286	VEHICLE	UTILITY	Horton Truck Crane	ACTIVE
285	EQUIPMENT	BLASTER	Power Washer Trailer	ACTIVE
284	TRAILER	HAULER	Homemade Trailer	ACTIVE
283	EQUIPMENT	GENERATOR	HESC Generator	ACTIVE
282	EQUIPMENT	GENERATOR	HESC Generator	ACTIVE
281	TRAILER	HAULER	Hardee Built Trailer	ACTIVE
280	EQUIPMENT	PUMP	Gorman Pump	ACTIVE
279	VEHICLE	VAN	GMC Van	ACTIVE
278	VEHICLE	VAN	GMC Van	ACTIVE
277	VEHICLE	UTILITY	GMC Truck w/ Crane	ACTIVE
276	VEHICLE	FLAT BED	GMC Truck	ACTIVE
275	VEHICLE	FLAT BED	GMC Truck	ACTIVE
274	VEHICLE	PICKUP	GMC Truck	ACTIVE
272	VEHICLE	VAN	GMC Truck	ACTIVE
271	VEHICLE	UTILITY	GMC Service Truck	ACTIVE
270	VEHICLE	FLAT BED	GMC Pickup Truck	ACTIVE
269	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
268	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
264	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
262	VEHICLE	PICKUP	GMC Pickup Truck	ACTIVE
260	VEHICLE	VAN	GMC Cargo Van	ACTIVE
259	EQUIPMENT	LIFT	Genie Personal Lift	ACTIVE
258	TRAILER	CARGO	FRRV Trailer	ACTIVE
257	VEHICLE	TANDEM	Freightliner	ACTIVE
256	VEHICLE	BOX	Freightliner	ACTIVE
255	VEHICLE	TANKER	Freightliner	ACTIVE

254	VEHICLE	TANKER	TANKER	Freightliner	Freightliner	ACTIVE
253	VEHICLE	TANKER	TANKER	Freightliner	Freightliner	ACTIVE
250	VEHICLE	UTILITY	UTILITY	Ford Truck	Ford Truck	ACTIVE
249	VEHICLE	UTILITY	UTILITY	Ford Truck	Ford Truck	ACTIVE
248	VEHICLE	PICKUP	PICKUP	Ford Truck	Ford Truck	ACTIVE
245	VEHICLE	UTILITY	UTILITY	Ford Truck	Ford Truck	ACTIVE
242	VEHICLE	PICKUP	PICKUP	Ford Pickup Truck	Ford Pickup Truck	ACTIVE
241	VEHICLE	CAR	CAR	Ford Fusion	Ford Fusion	ACTIVE
239	VEHICLE	BOILER	BOILER	Ford Tandem	Ford Tandem	ACTIVE
238	EQUIPMENT	ATTACHMENT	ATTACHMENT	FFC Tree Boom	FFC Tree Boom	ACTIVE
237	TRAILER	OFFICE	OFFICE	Dutchman Trailer	Dutchman Trailer	ACTIVE
236	TRAILER	HAULER	HAULER	Draggin Trailer	Draggin Trailer	ACTIVE
235	EQUIPMENT	FORKLIFT	FORKLIFT	DOOSAN	DOOSAN	ACTIVE
234	VEHICLE	VAN	VAN	Dodge Van	Dodge Van	ACTIVE
233	VEHICLE	UTILITY	UTILITY	Dodge Truck	Dodge Truck	ACTIVE
232	TRAILER	HAULER	HAULER	Crosley Trailer	Crosley Trailer	ACTIVE
231	TRAILER	HAULER	HAULER	Crosley Trailer	Crosley Trailer	ACTIVE
230	TRAILER	HAULER	HAULER	Crosley Dual Axle Trailer	Crosley Dual Axle Trailer	ACTIVE
229	TRAILER	PERSONAL	PERSONAL	Jet Ski Trailer	Jet Ski Trailer	ACTIVE
228	EQUIPMENT	FORKLIFT	FORKLIFT	Clark Forklift	Clark Forklift	ACTIVE
226	VEHICLE	PICKUP	PICKUP	Chevy Truck	Chevy Truck	ACTIVE
222	VEHICLE	FLAT BED	FLAT BED	Chevy Pickup Truck	Chevy Pickup Truck	ACTIVE
219	TRAILER	HAULER	HAULER	Center Trailer	Center Trailer	ACTIVE
218	EQUIPMENT	EXCAVATOR	EXCAVATOR	Caterpillar Mini Excavator	Caterpillar Mini Excavator	ACTIVE
217	EQUIPMENT	LULL	LULL	Caterpillar Forklift	Caterpillar Forklift	ACTIVE
216	EQUIPMENT	EXCAVATOR	EXCAVATOR	Caterpillar Excavator	Caterpillar Excavator	ACTIVE
215	EQUIPMENT	EXCAVATOR	EXCAVATOR	Caterpillar Excavator 328D	Caterpillar Excavator 328D	ACTIVE
214	EQUIPMENT	SKID STEER	SKID STEER	Track Skid Loader	Track Skid Loader	ACTIVE
213	EQUIPMENT	TERRAIN	TERRAIN	Golf Cart	Golf Cart	ACTIVE
211	EQUIPMENT	COMPACTOR	COMPACTOR	Bomag Reversible Plate Tamper	Bomag Reversible Plate Tamper	ACTIVE
210	EQUIPMENT	COMPACTOR	COMPACTOR	Bomag Reversible Plate Tamper	Bomag Reversible Plate Tamper	ACTIVE
209	EQUIPMENT	SKID STEER	SKID STEER	Bobcat Skid Steer Loader	Bobcat Skid Steer Loader	ACTIVE
208	EQUIPMENT	EXCAVATOR	EXCAVATOR	Bobcat Mini Excavator	Bobcat Mini Excavator	ACTIVE
207	EQUIPMENT	EXCAVATOR	EXCAVATOR	Bobcat Compact Excavator	Bobcat Compact Excavator	ACTIVE
206	TRAILER	HAULER	HAULER	Blastoff Trailer	Blastoff Trailer	ACTIVE
205	TRAILER	HAULER	HAULER	Better Built Trailer	Better Built Trailer	ACTIVE
204	EQUIPMENT	ASPHALT	ASPHALT	John Deere Asphalt Zipper on Trailer	John Deere Asphalt Zipper on Trailer	ACTIVE
203	TRAILER	HAULER	HAULER	Sand Blaster	Sand Blaster	ACTIVE

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
LS 8220 Gravity Sewer Pipe	To install specialized 18" liner to fit the existing 20" casting prior to replacing the existing 8" gravity sewer main	Palm Beach County	Pollop Phornornwithoon	(561) 493-6247	phornornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 99,715.53	Mar-18	Aug-18
Wellfield System 9	Rehabilitation of gravity sewer line segments in lift station networks and various terminal manhole to wet well-segments, includes inspections and applicable required rehab	Palm Beach County	Pollop Phornornwithoon	(561) 493-6247	phornornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,880,369.37	May-18	May-19
Lift Station 244 Gravity Sewer Rehab Project	rehabilitation of gravity sewer line segments in the following lift station networks	Palm Beach County	Pollop Phornornwithoon	(561) 493-6247	phornornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 30,088.75	Sep-18	Feb-19
LS4101	Construction services including rehabilitation to gravity sewer lining inside lift station network; lift station 244	Palm Beach County	Pollop Phornornwithoon	(561) 493-6247	phornornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,062,018.66	Feb-19	Feb-20
Mangrove and Gravity Sewer Pipe Repair in Front of 6185 Winding Brookie Way, Delray Beach	Approval of utility work authorized under Work Directive Number 1 to front of 6185 Winding Brookie Way in Delray Beach including all associated appurtenances and site restoration in accordance with the governing regulations.	Palm Beach County	Pollop Phornornwithoon	(561) 493-6247	phornornwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 83,082.53	Aug-19	Sep-19
MLK Blvd Water and Force Main Replacement	Replacing water and force main piping under Dr Martin Luther King Jr Blvd using directional drilling methods and tying back in to the existing mains on either side of the road	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 324,736.43	Aug-17	Nov-17
Colony Water Main Extension South	Installation of approximately 760 LF of 8" water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 113,277.28	Apr-17	Jun-17
Gator Blvd Water Main	Furnish and install all materials for a 12" water main extension on Gator Blvd from E Sugarhouse Rd. to Duda Rd.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 88,720.93	Jul-17	Feb-17
Emergency Repair at E 1st Street	Emergency repair of 6" water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 108,234.78	Sep-17	Mar-18
Military Trail Appaloosa St. to Wadita-Ka Way Water Main Replacement	furnish and install all materials necessary to complete the 8in Water Main Replacement	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 765,220.20	Jan-18	May-18
Priority Aerial Canal Crossing	(4) aerial canal crossing to be rehabilitated include: Two (2) crossings, 12-inch water main and 20-inch wastewater force main at Lake Worth Drainage District (LWDD) L14 Canal and Ohio Road, two (2) crossings, 8-inch water main and 10-inch wastewater force main at LWDD L10 Canal and Sherwood Forest Boulevard, two (2) crossings at LWDD L14 Canal and Military Trail, and one (1) crossing at LWDD L2 Canal and Bridgeman Drive	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,389,257.38	Feb-18	Apr-19
Belle Glade Water Svs Zone 1	Installing raw water mains, potable water mains, fire hydrants, water services lines, wastewater force mains, reclaimed water mains and all associated appurtenances.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 54,503.10	Aug-17	Nov-17
Water Main Improvements Site 8 - North Congress Ave and L2 Canal	Installation of approximately 140' of DIP water main	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 88,716.40	Dec-17	May-18
Pahokee PBC Airport & PEEHokey	Furnish and install all materials necessary to complete the FH Replacement at Pahokee PBC Airport & PEE Hokey Dr FH Replacement	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 143,976.17	Mar-18	Aug-18
Lift Station #8105	Force Main Improvements to Lift Station 8105 (Project) which includes but is not limited to furnish material, labor supervision, equipment, supplies, fees, expertise, and services necessary to fully complete work in accordance with the Construction Documents and governing regulations. This work includes constructing approximately 350-linear feet of 6-inch poly vinyl chloride (PVC) force main from lift station 8105 by heading east through the City of Belle Glades Right of Way (ROW), north to Avenue L through an existing easement, and west to a proposed manhole.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,264,998.80	Jan-19	Aug-19
CD01- Water Main Improvements Zones 2, 3 & 4	The construction scope of services as described herein; which includes approximately 5,500 LF of new C-900 and DIP water main in varying sizes from 4" to 12", with valves, associated appurtenances and site restoration.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 401,253.98	Oct-19	Aug-19
Water Main Stubouts and Fire Hydrant Installations along 60th Pl N (10th Ave to 180th Ave N.)	Installation of various stub outs and fire hydrants on the water main along a maintenance road on the north side of M Canal, 61st St, N, 60th Pl N and 180th Ave N.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 43,130.30	Aug-19	Aug-19
Installation of Water Services Along 60th Pl N and 61st St N.	Installation of two stub outs with fire hydrants and water services along 60th Pl N and 61st St N.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 33,885.03	May-19	Jun-19
Fire Hydrant Relocation on Chickasaw Rd	Furnish and installation of new fire hydrant and appurtenances includes but not limited to piping valves and site restoration on Chickasaw Road	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 262,482.02	Oct-19	Oct-19
Barfield Highway from Pelican River to East 7th St, Pahokee; Water Main Replacement	Installation of approximately 1,300 linear feet of 8-inch water main via directional drill and open cut method; seven (7) water services and miscellaneous stub outs and connections along East 7th St in Pahokee.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,819,104.20	Oct-18	Oct-18
Canal Crossing, Phase 2	Improvements to aerial crossings at eight (8) locations throughout Palm Beach County. Improvements at seven locations will include removal and replacement of water main and force main piping of various sizes pipe, pipe restoration, air release valves, fan guards, canal bank revetment and rip rap installation. One location will receive a new complete aerial crossing with new piling and pile caps.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	tanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$		

Meeting Date: 02/13/2024 Item #12.

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Water Main Replacement within Sandpiper Avenue, Meadowlark Drive and Oriole Court	Construction services including but not limited to replacement of approximately 7,600 linear feet of existing 6-inch and 8-inch water main along Sandpiper Avenue, Meadowlark Drive and Oriole Court (Royal Palm Beach); replacement of approximately 169 water services; installation of new fire hydrants and improvement of fire protection, as well as site restoration	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,754,414.58	Jan-20	
Utility Relocations for Belle Glade Citywide Sidewalk Improvements	Construction services including but not limited to relocation of approximately 360 linear feet of existing 4-inch and 6-inch water main along NE 1st St. and NW 2nd St. in Belle Glade; relocation of approximately 10 water services in conflict with the sidewalk improvements project proposed by the City of Belle Glade	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 160,937.95	Aug-19	
Utility Relocations for Belle Glade Citywide Sidewalk Improvements	Construction services for the installation of water main, water services and water meters. Service also includes new water service pipe to connect to the existing water meter, the replacement of sewer later piping, and the relocation of existing water main ranging in size from 2-inch to 6-inch	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 625,761.75	Oct-19	
Loxahatchee Groves Park Lift Station and Force Main	The installation of approximately 170 linear feet of 4-inch force main via directional drill under the west-bound lanes of Southern Blvd (SR 80), west of F Road. The FDOT is working on the widening of Southern Blvd and the pipe installation within the road ROW must be finished before the road widening can be completed. The installation of the force main pipe is necessary for the connection to the existing building in the Loxahatchee Groves Park. The work also includes the connection to an existing 6-inch force main under the median.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 38,824.55	Oct-19	
Utility Relocations along Hamlin Blvd; Indian Trail Culvert Improvements	The deflection of an existing 12-inch water main and an 8-inch force main in conflict with a new 36" culvert at 4 (4) different locations along Hamlin Blvd. Indian Trail Improvements District is upsizing and lowering the existing canal culverts & lowering prior to the culvert installation in order to avoid a utility conflict with the District project.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 242,699.20	NTP Pending	
12-inch Force Main on Sandalwood Blvd	Installation of approximately 1,000 linear feet of 12-inch force main along the north side of Sandalwood, from LWDD Canal E-4 to east of SW 66th Ave, Boca Raton. The new force main will parallel an existing 8-inch force main is over capacity, especially in wet weather connecting an existing force on the east side of LWDD Canal E-1 canal crossing and force main north of Lift Station #0981.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 238,215.60	NTP Pending	
Florida Turnpike (SR91) at Atlantic Ave. Toll Facility Conversion	The removal of approximately 600 LF of existing 4-inch sanitary force main, 400 LF of 6-inch Ductile Iron Pipe (DIP) water main, and 500 linear feet of 8-inch water main. The removal of two (2) fire hydrants, one (1) 1-1/2 inch water meter and two (2) back flow preventers. The relocation of one (1) fire hydrant	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 165,091.88	NTP Pending	
System I/III Generator	Remove and replace Plant's existing 750 KW rated Detroit Diesel engine generator set No. 2 currently being utilized in a standby paralleling generator system at the Plant operating in parallel with an existing Caterpillar manufactured 750 KW standby power rated engine generator set. Remove and replace the Plant's existing ASCO generator synchronizing and paralleling control switchboard with a new two (2) generator synchronizing and paralleling control switching system shall be control designed to operate each generator set independently of each other and to also be able to automatically start; synchronize and parallel both the new and the existing 750 KW diesel engine generator sets upon start initiation of an automatic sequence for both automatic and manual use for the transfer of electrical power to the connected Facility loads, including all related systems and accessories for a complete working installation in place. Test and demonstrate all equipment performs properly	Town of Davie	Don Bayler	(954) 327-3741	don_bayler@davie-fl.gov	6591 Orange Drive, Davie, Florida, 33314	\$ 1,011,686.85	Apr-18	Jul-19
Lift Station No. 83 Lift Station Improvements & US H10 Electrical Improvements	Bypass of all flow to wet well, inspection of pipeline and cleaning to determine if line able, replacement of 16" piping if it cannot be lined	City of West Palm Beach	Jay Kwag	(561) 822-2100	HKWag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 291,070.00	Feb-16	Jul-16
Lift Station 73 Palm Beach Lakes Blvd 8" Force Main Rehab	Bypass of all flow during sanitary sewer pipe repair, cleaning/lining of approximately 460 LF of 8" Sanitary Force Main Sewer Piping w/ Connections; restoration of roadway, curb and sod	City of West Palm Beach	Jay Kwag	(561) 822-2100	HKWag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 125,678.00	Feb-16	Jul-16
Lift Station #5 Rehab	Install concrete coating on interior wall surfaces and overhead slabs exposed to wastewater	City of West Palm Beach	Jay Kwag	(561) 822-2100	HKWag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 270,342.00	Jan-18	On Going
Dry Can Ladder Rehabilitation/Replacement	Removal and replacement of the dry can ladders, up to 20 feet in height, at four dry can stations throughout the city. Installation of anti slip ladder rung covers at eight dry can lift stations to prevent slipping and injury on existing ladders which cannot be replaced.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HKWag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 27,190.00	Aug-17	
Lift Station 5 Rehabilitation and risers	Add 8" HDPE Risers (3) with new pump base to 14" HDPE/DIP Flange adapters	City of West Palm Beach	Jay Kwag	(561) 822-2100	Ebonelli@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 22,251.00	Sep-17	
WOH7 - Lift Station 24 Rehab	Rehab of LSH 24 including bases, base plates, piping from base through the valve vault with installation of bypass pump out and wet well coating.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HKWag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 77,461.00	Nov-17	
Lift Station 91 Rehabilitation	Rehab of LSH 91 including bases, base plates, piping from base through the valve vault with installation of bypass pump out and wet well coating.	City of West Palm Beach	Jay Kwag	(561) 822-2100	HKWag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 47,295.00	Feb-18	
Storm Pump Station - WPBPD	Replacement of 3 pumps in existing pump station	City of West Palm Beach	Joe Thompson	(561) 822-2100	jthompson@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 62,283.00	Aug-18	
W 8 Rehab	Rehab of LSH 98 from the base plates through the FM connection, including a new true 3 valve bypass setup and wet well and valve vault coating	City of West Palm Beach	Jay Kwag	(561) 822-2100	HKWag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 63,444.00	May-18	

Meeting Date: 02/13/2024 Item #12.

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
LS Nos. 114-123-125-132-148	Lift Stations Rehabilitation Nos. 114,123,125,132, AND 148 Rehabilitation of lift 5 lift stations. cleaned and lined, new fillets will be installed, a new lid and hatch will be installed, and two new submersible pumps will be installed in each of the wet wells, along with new electrical and instrumentation panels and equipment. The pump discharge will be piped to a new valve and bypass vault and connected to the existing sanitary sewer force main. Additionally, new fences and other surface improvements will be provided at all lift stations	City of Sunrise	Jimsheng Huo	(954) 888-6049	jhuo@sunrisefl.gov	1560 Sawgrass Corporate Parkway, Ste 240, Sunrise, FL 33323	\$ 2,385,880.00	Aug-18	On Going
Lift Station Rehabilitation A	Lift Station Rehabilitation; install the polyvinyl chloride (PVC) sewer pipe and fittings install, complete and ready for operation a duplex (or quadruplex) pumping station, including pumps, base elbows, guide rails and lifting cables, control panels and appurtenances	Palm Beach County WUD	Andre McBarnett	(561) 493-6104	amcibarnett@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 5,051,500.00	Jan-18	On Going
Generator Replacement	Generator Replacement for Marigold, East brook, Winterpark Estates, Indian Hills. And Monterey	South Seminole & North Orange County Wastewater Transmission Authority	Stefano Cerliana	(407) 628-3419	scerliana@seiseng.com	410 Lake Howell Rd. Maitland, FL 32751	\$ 1,365,900.00	Aug-17	Sep-17
915 NE 3rd Avenue	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Franisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 361,515.00	Feb-18	Jun-18
3348 SE 6th Avenue	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Dronik Suarez	(954) 828-6982	dsuarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 255,889.00	Nov-17	Mar-18
NE 30th & Coral Shores Drive	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 92,640.00	Jan-18	Feb-18
NW 21st Avenue - CCTV 54 inch	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 54,102.50	Apr-18	May-18
Birch Road TO#5	Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration	City of Fort Lauderdale	Franisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 58,504.00	Jun-18	Jun-18
NE 9th Ave Drainage	Installation of new storm drainage system.	City of Fort Lauderdale	Dronik Suarez	(954) 828-6982	dsuarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 210,640.00	May-18	On Going
Stormwater Improvements at 908 Guava Isle (Q332093)	Removal and replacement of two catch basins, pipe replacement and pipe lining at 908 Guava Isle in order to alleviate flooding in the area. Construction to be completed 7 weeks after NTP	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 95,750.00	Jul-19	Mar-19
18 Compass Lane Stormwater Improvements	Removal and Replacement of and existing catch basin, replacement of approximately 42 LF of 12-inch RCP, CCTV of the full 12-inch RCP line, and all restoration. Construction to be completed 120 days after NTP	City of Fort Lauderdale	Dronik Suarez	(954) 828-6982	dsuarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 27,926.00	Feb-19	Jun-19
Stormwater Improvements - 3200 NE 29 Street	Removal and replacement of a catch basin, 35 LF of 12-inch pipe, rehabilitation of an existing structure, CCTV lining of outfall and installation of wastop check valve construction is to be completed 90 days after NTP	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 61,142.00	Apr-19	Jun-19
Stormwater Drainage Improvements Employee Parking at Fleet SW 2 Ct, Ft Lauderdale, FL	Remove and Replace 15" pipe between Inlet #3 and MH #2, remove tree and root ball and remove and Replace 10 LF of 15" pipe between Inlet #1 and Inlet #2. Work to be complete within 90 days of issuance of NTP	City of Fort Lauderdale	Sayd Hussain	(954) 828-5678	SHussain@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 19,655.00	Apr-19	Jul-19
Stormwater Improvements for 11006 NE 33 Avenue and NE 34th Street	Removal and replacement of one existing drainage inlet and 22 LF of existing 18-inch reinforced concrete pipe. Work Completed within 90 days after NTP	City of Fort Lauderdale	Franisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 23,405.00	Aug-19	
630 Isle of Palms Stormwater Operations Project	Removal of existing 12-inch drainage pipe and replacement with new solid 12-inch ADS drainage pipe, 2-45-inch bends and connection to existing pipe and box, and all restoration. Work to be completed within 90 days of NTP	City of Fort Lauderdale	Sayd Hussain	(954) 828-5678	SHussain@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 13,340.00	Aug-19	
SW 21st Terrace Drainage Improvements	Regular Excavation and grading to form swale along NW 21st Terrace. Installation of 8 drainage catch basins and 15" RCP to connect the boxes. All roadway removal and restoration included. Construction will be complete within 120 days of NTP	City of Fort Lauderdale	Dronik Suarez	(954) 828-6982	dsuarez@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 227,990.00	Oct-19	
Hector Park Stormwater Improvement Project	Installation of new drainage structures and exfiltration trench to reduce nuisance flooding in and around Hector Park in the Rio Vista Neighborhood. The works is to be completed within 210 days of NTP	City of Fort Lauderdale	Franisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 536,240.00	Oct-19	
Parking Lot Storm Drain Cleanout Phase 1	Cleaning, desilting and CCTV of the existing Storm Drainage Pipe. Construction will be completed within 30 days of NTP	City of Fort Lauderdale	Shiau Ching Low	(954) 828-3779	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 2,400.00	Sep-19	
NE 31st Avenue Stormwater Improvements	Installation of new catch basins and tidal valves on NE 31st Ave and NE 20th Ct.	City of Fort Lauderdale	Franisco Rios	(954) 828-5807	Frios@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 1,125,000.00	Nov-19	
11906 - 1405 SW 9th Avenue Drainage Improvements	CCTV and Cleaning of Existing outfall pipe to determine condition of pipe. Remove and replace pipe as required and then line the entire run of pipe. Includes tree, fence and other miscellaneous landscape removal and replacement.	City of Fort Lauderdale	Juan Carlos Samuel	(954) 828-6323	jsamuel@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 1,625,000.00	NTP Pending	
ESU37 - Drainage Repair	Desilting of pipes, providing color video before and after improvements, sealing joints with internal joint seals and lining storm drains on various State Roads	Orange & Seminole	Eric Planter	(407) 482-7847	mbrown@pcb.gov.org	N Franklin Street Suite 1400, Tampa, FL 33602	\$ 306,580.00	Nov-17	
44 PBC City Station Cleaning	Cleaning and disposal of 250 lift stations per year; cleaned twice per year for 500 cleanings per year	Palm Beach County	Marva Brown	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 259,400.00	Nov-17	
M 891	Sanitary Sewer Main lining of 642 LF of 10" CIPP	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 20,544.00	Mar-18	
W 16" & 24"	Remove and replace existing 36 LF of 16" and 80 LF of 24" with RCP and reconnect to existing drainage structures. Restoration includes road base within 1" of final grade	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 26,045.81	Oct-17	

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
WO #15 726 Comestee Road	Remove and replace existing 36 LF of 16" with RCP and reconnect to existing drainage structures. Restoration includes road base within 1' of final grade. Asphalt by others	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 27,123.48	Dec-17	Jan-18
WO #23 Military Trail S of Lantana Road Kokomo Dr.	Drainage improvements and installation per project scope and drawing's	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 37,138.09	Nov-17	Aug-17
WO #24 Military Trail/Southbound at Kokomo - South	Remove and Replace approximately 30 LF of CMP with RCP across residential roadway.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 57,599.73	Dec-17	Apr-18
WO #25 Center St/200' East of Loxahatchee River Road CIPP	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 41,838.00	Dec-17	Apr-18
WO #25 Center Street West of N Hepburn Ave	Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 53,198.00	Nov-17	May-18
WO #27 Brian Way N of Saxon Blvd	Remove and Replace approximately 100 LF of CMP with 30" ADS across the roadway. Total road closure needed. Final restoration by others. No canal grading or reshaping included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 69,300.00	Nov-17	Jan-18
WO #28 1069 Edgemoor Road	Remove and replace approximately 40 LF approx. of CMP with HDPE per scope	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 43,700.00	Apr-18	Jun-18
WO #29 Flamango Lake Dr./Flamango Ct. E and Flamango Ct. W	Remove and replace approximately 240 LF approx. of CMP with HDPE per scope	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 97,300.00	Jan-18	May-18
WO #30 Limestone Creek Road and Palm Garden St.	Perform rehabilitation to designated storm drain junction box and asphalt patch.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 30,825.00	Apr-18	May-18
WO #31 Military Trail and 61st St	Perform necessary repairs to existing abandoned storm line and/or pipe crossing	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 46,600.00	Feb-18	Jun-18
WO #32 Lawrence Rd at LWDD L-17 Canal	Drainage Improvements and Headwall Installation	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 579,835.19	Jun-18	Oct-18
WO#33 3261 Atlantic Rd	Drainage improvements installation	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 48,300.00	Apr-18	Jun-18
19598 Trails End Ter	Remove and Replace approximately 300 LF approx. of CMP with 18" ADS at two different locations	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 72,900.00	May-18	Jun-18
WO#35 19506 Trails End Terr (#2)	Remove and Replace approximately 50 LF approx. of CMP with 18" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 37,950.00	May-18	Jun-18
WO#36 19582 Trails End Terr (#3)	Remove and Replace approximately 50 LF approx. of CMP with 18" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 37,950.00	May-18	Jun-18
WO#37 19637 Red Maple Rd (#5)	Remove and Replace approximately 220 LF approx. of CMP with 24" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 59,300.00	On Hold	On Hold
WO#39 19650 Red Maple Rd	Remove and Replace approximately 220 LF approx. of CMP with 24" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 22,975.00	May-18	Oct-18
WO #40 Loxahatchee River Road Storm Pipe Replacement - Phase 1	Drainage Improvements installation per project scope and drawings. Replacement of 2 inlet boxes and replacement of 216 LF of RCP with new 24" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 79,950.00	Mar-19	Jun-19
WO #41 Loxahatchee River Road Storm Pipe Replacement - Phase 2	Drainage Improvements installation per project scope and drawings. Replacement of 2 inlet boxes and replacement of 305 LF of RCP with new 24" ADS	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 94,800.00	Mar-19	Jun-19
WO #43 6126 Woodlake Rd - Drainage Repairs	Remove and Replace approximately 40 LF approx. of CMP with 18" ADS, remove and replace approx. 13'x13' concrete driveway and restoration of area.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 40,500.00	May-18	N
WO #44 6633 Woodlake Rd	Remove and Replace approximately 50 LF approx. of CMP with 18" ADS, 1 new concrete structure	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 47,500.00	Sep-18	O
WO #45 Lawrence Rd @ Hypoluxo Road Drainage Improvements 66" and 24"	Drainage improvements at Hypoluxo Rd and Lawrence Rd SW corner.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 396,200.00	Aug-18	M
WO #46 Lawrence Rd at Santaluces School	Drainage Improvements. Restoration by others	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 78,500.00	Aug-18	N
WO #47 Indiantown Road - East of 131st Trail N	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 44,350.00	Aug-18	N
WO #48 Indiantown Road - West of 131st Trail N	Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 76,380.00	Aug-18	N
WO #49 Woodlake Rd	Remove and Replace approximately 40 LF approx. of CMP with 18" ADS per scope.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pbcgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 33,650.00	Aug-18	N

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
WO #50 6562 Lawrence Wood Ct. - Drainage Repair	Replace 2 pipes - south 24-inch and west 12-inch pipe, brick up top 7"-8" and cut out 30"x30 asphalt repair	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 57,525.00	Oct-18	Jan-19
WO #51 East Side of 4322 Diamond Rd - Mediterranean	Remove and Replace approximately 40 LF approx. of CMP with 24" ADS, concrete collar, remove and reinstall fence, match rip rap on North side of bank, AT&T to relocate Line near fence, 10' deep excavation and restoration Rip Rap to be installed from Tip to Toe of canal, no cleaning of canal past limit of constructions.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 59,600.00	Oct-18	Nov-18
WO #52 6466 Woodlake Road - Drainage Repairs	Remove and Replace approximately 15 LF approx. of CMP with 24" ADS per scope and restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 26,525.00	Oct-18	Nov-18
WO #53 104 Foxwood Dr WPB FI	Remove and Replace approximately 200 LF of CMP with 36" ADS at inlet boxes into the canal.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 43,000.00	Jan-19	Feb-19
WO #54 Willow Pond Road @ Willow Pond Court - Drainage Repairs	Remove and Replace approximately 212 LF of CMP with 18" HDPE per scope.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 94,900.00	Jan-19	Jun-19
WO #55 Pinehurst Drive and 10th Avenue North	Drainage Improvements and installation per project scope. Does not include any Top Removal. Cipp Lining 24" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 39,155.00	Jan-19	Feb-19
WO #56 Center and 52nd Way, Jupiter	TV line from basin to basin. Include clean and Pre tv inspection. TV will be delivered to PRC after completion of Pre Tv. Additional work may follow after inspection of pipe under Center St.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 9,100.00	Feb-19	Mar-19
WO #57 Toney Penna Drive & Central Boulevard	Remove and Replace approximately 1-2 joints of pipe. Explore excavation at sink hole and repair as directed by inspector onsite.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 4,470.00	Jun-19	Jun-19
WO #58 Toney Penna Dr. & Bush Rd.	Plug inverts as needed to re-grout pipes inside storm basin structure on west side of road. Install new R&C at MH and properly seal with concrete and Refratra inside of MH. Add fill around Manhole due to low are around structure.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 21,600.00	Feb-19	Feb-19
WO #59 Kingston Drive Drainage Pipe and Headwall Repairs	Drainage Improvements and installation per project scope. 2 shots of Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included. Does not include Canal Dredging.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 59,850.00	Apr-19	Jun-19
WO #60 Central Blvd from Jupiter Park Drive to 100' south of Toney Penna Drive	Drainage Improvements and installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 605,000.00	Jul-19	Aug-19
WO #61 7479 Central Industrial Drive @ Byron Drive	Excavate areas 9' Deep / 42" pipe failure, pour concrete 48" collar on first joint to the North.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 7,832.56	Jul-19	Jul-19
WO #62 Orchard Way and Woodbine Road	Cipp Lining 24" and 36" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included. Replacement of 2 grates and Refratra both boxes, fill dirt around sink hole, compaction and concrete sidewalk replacement.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 69,681.00	May-19	Jun-19
WO #63 Davis Rd. & Berkshire	Remove and Replace approximately 45 LF of RCP with 18" ADS. Asphalt and site restoration included. (Existing pipe has separated and sinkhole is appearing in the road)	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 37,125.00	Jul-19	Jul-19
WO #64 155th Pl and 70th Trail (Palm Beach County Estates)	Remove and Replace approximately 60 LF approx. of CMP with 18" ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 32,275.00	Aug-19	Aug-19
WO #65 904 Hamango Dr	Drainage Improvements and installation per project scope. Does not include any Top Removal. Cipp Lining 18" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 37,025.00	Jul-19	Sep-19
WO #66 Jpg Rd Shoppers of Woodbright	Remove and Replace approximately 60 LF of collapsed pipe and install new 18" RCP. Remove and haul away approx. 17 flags of concrete sidewalk and approx. 5' of curb on either side of each box. Dewater included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 35,875.00	Jun-19	Jul-19
WO #68 Orleans Ct - South of Belvedere Road and West of Military Trail Emergency 24" ADS	Remove and Replace approximately 24 LF of CMP with 24" ADS and pour concrete collar at both pipe connection. This pipe was in need to be removed due to leaking joints and emergency job with PBCWUD while doing a sewer repair under this storm pipe.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 9,800.00	Aug-19	Oct-19
WO #69 Lox River Rd	Excavate approximately 50 LF of existing ADS and pour two concrete collars around Bell end of pipe to eliminate pipe from floating. Including pipe excavation, compaction, asphalt, and site restoration	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 16,500.00	Sep-19	Oct-19
WO #70 5718 Souchak Dr Headwall repair	Remove and Replace approximately 20 LF of CMP with 24" ADS from broken pipe to headwall. Pour concrete collar at pipe connection. Existing Headwall is to remain. Camera existing line after pipe replacement to assess the condition from Box on Souchak to Headwall. Rock rubble around headwall 5' each side of Bank. No dredging of canal included.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 28,800.00	Oct-19	Oct-19
WO #71 Congress Ave N of Blue Heron on W 26th St. west side of road	Plug inverts as needed to re-grout pipes inside storm basin structure on west side of road. Properly seal with chemical grout or concrete. Add fill around Manhole due to low are around structure.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 26,400.00	Oct-19	Oct-19
WO #73 Foxwood Circle	Drainage Improvements and installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 79,504.00	Oct-19	Oct-19
WO #74 Roebuck Rd and Rocking Horse Rd	Drainage Improvements and installation per project scope. Includes 1 Top Removal and cutting of RCP pipe in the North box. Cipp Lining 21"x14 elliptical, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s)	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 39,575.00	Oct-19	Oct-19
WO #75 S. of Lauden	Remove and Replace approximately 60 LF approx. of CMP with 24" ADS from Box to Box. Including removal of pipe, compaction, asphalt, and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 43,775.00	Dec-19	Dec-19
WO #76 Charleston Shores Blvd South of Heathley	Remove and Replace approximately 60 LF approx. of CMP with 24" ADS from Box to Box. Including removal of pipe, compaction, asphalt, and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcbgov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 43,775.00	Dec-19	Dec-19

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
4354 Maleleuca	excavate to affected area and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 28,500.00	Dec-19	
Maleleuca and Dell	Excavate to affected area and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 29,625.00	Dec-19	
Lantana and Military Trail. (S.E. Corner)	Excavate two affected areas of 72" drainage failure, SE corner of intersection and other just east of Military Tri on East bound lane, and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration. Refratta box at intersection after pipe is repaired. No stripping of road or PBC permits required.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 71,830.00	Dec-19	
10087 Trailwood	Drainage improvements and installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 58,996.60	Dec-19	
6867 Hatters Dr	Remove and Replace approximately 30 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. Concrete curb to be removed	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 33,850.00	Feb-20	
6663 Hatters DR	Remove and Replace approximately 30 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. Concrete curb to be removed	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 33,850.00	Feb-20	
4679 Brooks Ave	Drainage improvements and installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 54,639.58	Jan-20	
Maleleuca and Letho Ln	Excavate to affected area and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 32,450.00	Jan-20	
Maleleuca and 40th s (West and East of 40th)	Excavate to two affected areas, West and East of 40th way, and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration.	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 56,900.00	Jan-20	
Balmoral Blvd.	Drainage improvements including the removal of broken CMP and installation of new ADS joints at each end of the canal. Installation of rip rap around new pipe- Pipe Cleaning, Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 95,636.45	Jan-20	
3861 Barkis Ave.	Drainage improvements and installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s).	Palm Beach County	Mark Kroeger	(561) 616-6800	mkroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 55,784.15	Jan-20	
Lift Stations Rehab - Proj B	Rehabilitation of 28 lift stations	Palm Beach County WUD	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 4,221,409.50	Aug-18	On Going
Palm Beach Lakes Blvd Sewer Lining	The Services and materials to be provided under this Work Order consist of cleaning, CCTV and C.I.P.P. lining of existing 8" VCP pipe, 1.415 LF	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 124,929.00	Dec-15	
Rosemary Ave Large Dia. Sewer Pipe Lining	Bypass of all flow during sanitary sewer pipe repair, Cleaning/lining of approximately 2040 LF of 30" sanitary sewer piping	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 281,475.00	Feb-16	
Shenandoah Emergency CIPP	Bypass of all flow during sanitary sewer pipe repair, Cleaning/lining of approximately 2090 LF of 8" and 18" of sanitary and sewer piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 161,125.00	Completed in 2016	
Congress & Australian	Cleaning/Lining of approximately 400 LF of 8" and 304 LF of 36" Sanitary Sewer Piping	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 70,935.00	Aug-16	May-18
Spruce Avenue -WOR#04	Cleaning/Lining of approximately 4,079 LF of 18"-36" Storm Sewer Piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 290,385.00	Jan-18	May-18
Avila & Grandview & Park WOR#5	Cleaning/CCTV of approximately 2,468 LF of 8"-30", CIPP of approximately 2,468 LF of Sanitary Sewer Piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 280,183.00	Jul-18	Nov-18
Sanitary Sewer Storm Plot-WOR#	Provide new water service connections to the parcels included in the pilot project	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 56,004.25	Jun-18	Aug-18
Spruce Ave-47th and 53rd WOR#8	Cleaning/CCTV of approximately 436 LF of 18"-24", CIPP approximately 436 LF of storm sewer piping	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 36,920.00	Jul-18	Oct-18
Henrietta Avenue Phase 1 CIPP Lining	Cleaning/CCTV of approximately 348 LF of 10", CIPP of approximately 348 LF of Sanitary Sewer Piping on N. Flagler & 23rd Street	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 13,766.00	Oct-18	Aug-19
Henrietta ave. Phase 2 Sanitary Sewer (9th St. to PBL Blvd.)	8-inch CIPP Lining with lateral lining CCTV & cleaning	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 97,298.00	Aug-19	Aug-19
Sophia Drive Phase 1 CIPP Lining	Cleaning/CCTV of approximately 430 LF of 8-inch, CIPP of approximately 4350 LF Sanitary sewer piping on Sophia drive, Cleaning/CIPP/CCTV of 4-inch - 6-inch lateral from 8"-12" main including first 3 LF of lateral, CIPP lining of 4"-6" laterals.	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 81,890.00	Sep-19	Aug-15
Gaines Park Sanitary Sewer & Water Main Assessment	Install new sanitary cleanout, two manholes, 62 LF of 6" PVC piping and relocate water Lines as needed	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 49,390.00	Feb-15	Aug-15
20-inch WM Valve Removal - Georgia Ave at Hampton Road	Installation of Line Stop equipment on 24" FM, Installation of Tapping saddle and valve on the 24" main for pipe diver insertion,	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 183,843.15	Jun-15	Jul-15
	Bypass of all flow during sanitary pipe repair. Cleaning/Lining of approximately 2,090 LF of 8" and 18" Sanitary Sewer Piping associated laterals.	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 72,216.52	Jul-15	Aug-15

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Palm Beach Lakes Force Main; Emergency	Repair of force main	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 111,054.00	Aug-15	Aug-15
Shenandoah Emergency Gravity Sewer Repair	Replacement of 60 LF of 24" PVC pipe	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 386,630.00	Feb-16	Mar-16
Executive Drive Outfall Repair	Replacement of pipe, including slip lining of section of existing CMP	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 265,839.00	Sep-16	Feb-17
16th St Storm Water Drainage Replacement	Removal of existing VCP Pipe, installation of new RCP pipe, installation of 2.9.5' deep mainline manholes, installation of 4.9.5' deep storm water curb inlets	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 180,580.00	Apr-17	Jul-17
16th St Water Main	Removal and replacement of approximately 440 LF of 8" water main, including all fittings and all necessary connections	City of West Palm Beach	Daniel Roberge	(561) 822-2100	Droberge@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 239,070.00	May-17	Sep-17
Pinewood Stormwater Replace	Replacement of storm sewer pipe	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 239,070.00	Sep-17	Jul-18
10-24" FM/ARV Replacements	Replacement of two ARV manholes on 24" force main.	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 261,510.00	Jan-19	Jun-19
SW Rehab on Pinewood 23rd St. and 30th St.	Replacement of storm sewer pipe in different locations along pinewood ave. in West Palm Beach	City of West Palm Beach	Jay Kwag	(561) 822-2100	JKwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 149,770.00	Mar-19	Nov-19
Century Village and Westgate	Inspection and rehabilitation of approximately 77,000 linear feet of gravity sewer lines and 475 manholes. Gravity sewer system services lift stations 348-352, 391, 5044, 5243 - 54	Palm Beach County	Pollop Phonornwithoon	(561) 493-6123	pollopwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 3,000,651.30	Sep-17	Jul-18
Aletha Manor	18" CIPP lining & Cleaning	Clay County	Stephen E. Koteris	904-269-6301	Stephen.Koteris@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 24,964.00	Mar-17	May-17
CR 218 Middleburg	Furnish & install 24" CIPP Lining, 24" CIPP, dewatering & cleaning	Clay County	Stephen E. Koteris	904-269-6301	Stephen.Koteris@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 47,952.00	Mar-18	Aug-18
Camp Lane 1159	Furnish & install 26" CIPP Lining, 36" CIPP, dewatering & cleaning	Clay County	Stephen E. Koteris	904-269-6301	Stephen.Koteris@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 29,298.00	Sep-19	Dec-19
CR220/Angora Bay 30" Lining	Furnish and install 664 LF of 30" CIPP Lining	Clay County	Stephen E. Koteris	904-269-6301	Stephen.Koteris@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 70,634.00	Apr-19	Jun-19
Between 3157 & 3161 Silverado Circle GCS, FL	Furnish and install 167 LF of 15-inch CIPP Lining	Clay County	Stephen E. Koteris	904-269-6301	Stephen.Koteris@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 27,900.00	Jul-19	Jan-20
County Road 15A WO 171210	CIPP lining and pipe cleaning for CR 15A	Clay County	Stephen E. Koteris	904-269-6301	Stephen.Koteris@claycountygov.com	477 Houston Street, Green Cove Springs, FL 32043	\$ 89,700.00	Dec-19	Feb-20
Sanitary Sewer & Manholes	Repair or cure-in-place (CIP) lining of sections of gravity sewer pipes and relocation of fire hydrants and water mains	City of Clearwater	Rose Lara	(727) 224-7062	rose.lara@myclearwater.com	100 S Myrtle Ave. Clearwater, FL 33756	\$ 2,666,550.00	Feb-15	Feb-17
WUD 16-027-2017 Telemetry	WUD 16-027-2017 Telemetry	Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,196,008.00	Jun-17	May-18
Palm Beach Cnty Lining 17-016	Inspection of gravity main lines and manholes. Rehabilitation of 29,971 LF of gravity main lines. Post inspection reports for all rehabilitated assets	Palm Beach County	Pollop Phonornwithoon	(561) 493-6248	pollopwithoon@pcbwater.com	50 South Military Trail, Suite 1110, West Palm Beach, FL 33415	\$ 1,040,134.00	Apr-17	Sep-17
ELC05-RO Desilting	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	\$ 97,800.00	May-17	
US 27 Sebring	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	\$ 54,433.20	Feb-18	
Desoto, Glades, Hardee, Hendry & Highlands Counties Side Drain Desilting	Side Drain Desilting	Florida Department of Transportation	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	\$ 13,041.90	Mar-19	
E4S32-RO - NPDES MARTIN	Remove and dispose of materials and or blockage inside of a pipe, box culvert or other part of the storm drainage system to provide maximum drainage capacity of the departments storm water system	Florida Department of Transportation	Maria Valaarde	(954) 777-4084	mickel_kelly@dot.state.fl.us	3400 W Commercial Blvd, Fort Lauderdale, FL 33309	\$ 130,000.00	Apr-17	
Lift Station Rehabilitation Continuing Construction Contract: Priority 1 WA# 1	Rehabilitation of Lift Stations: 204, 0566, 947, 4138, 512, 575, 1060, 4106, 4136, 4152, Drexel Rd Gravity	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,916,423.39	Jun-15	
Lift Station Rehabilitation Continuing Construction Contract: Priority 2 WA# 2	Rehabilitation of Lift Stations: 204, 0566, 947, 4138, 512, 575, 1060, 4106, 4136, 4152, Drexel Rd Gravity	Palm Beach County WUD	Andre McBarnette	(561) 493-6000	amcbarnette@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,877,743.48	Dec-15	
Station 8101 Electrical WA#3	Electrical upgrades to LS 8101. Inclusive of bypass pumping, new FPI service installation, removal of overhead service, installation of new ancillary junction box, separate RTU, new antenna, and quadruplex control panel to design specifications with soft starters	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 149,140.00	Mar-16	
Lift Station Rehabilitation Priority 3	Lift station rehabilitation including new control panels, pumps, force main piping, valves, hatches and all other specified materials/equipment.	Palm Beach County WUD	Andre McBarnette	(561) 493-6000	amcbarnette@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,783,205.71	Jun-16	Apr-17

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station Rehabilitation Continuing Construction Contract (Priority #4)	Contractor shall perform the engineering, Scope of Services as described herein: Lift Station rehabilitation including new control panels, pumps, force main piping, valves, hatches and all other specified materials/equipment.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,734,155.45	Jun-16	Apr-17
Century Village Grout Abandonment	Deactivation, flush and grouting of existing pipe up to 8" maintenance of traffic; record drawings and preconstruction video	Palm Beach County	Andre McBarne	(561) 493-6000	amcbarne@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 8,862.19	May-16	Jun-16
Gravity Sewer Pipe Replacement at Lift Station 8218	Replacement of approximately 215 LF of 8" lined pipe with new 8" PVC pipe, from manhole 13 - 14	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 62,660.00	Mar-17	Aug-17
16- inch Reclaimed Water to Seminole Improvement District M2	modifications of piping within existing vaults	Palm Beach County	Andre McBarne	(561) 493-6000	amcbarne@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 75,201.00	May-17	Nov-17
Electrical Improvements LS 1043	Electrical Improvements and installation of an automatic transfer switch adding a fuse disconnect and electrical service at LS 1043	Palm Beach County	Vince Riccobono	(561) 493-6000	vriccobono@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 57,197.75	Feb-18	On Going
Glades Lift Station Rehabilitation & Improvements to Lift Station 8148	Improvements to LS 8148, include valve vault demolition, new piping and valves, new pumps, control panel and appurtenances, along with site restoration and new fencing.	Palm Beach County	Andre McBarne	(561) 493-6000	amcbarne@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 243,713.45	Aug-18	Nov-18
Belle Glade Gravity Main Improvements on SW 5th St.	Installation of approximately 170 LF of 8" PVC gravity sewer and 2 manholes	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 75,701.33	Jun-18	Aug-18
Gravity Sewer Replacement - SW 3rd St	Replacement of approximately 250 LF of 8" clay with PVC gravity sewer piping	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 118,420.15	Jun-18	Oct-18
Water Treatment Plant & Sanitary Sewer Improvements - WA #13	Installation of three new manholes and rerouting of 10" gravity sewer pipe, including removal of existing gravity sewer and all restoration.	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 55,695.21	Dec-18	Feb-19
Gravity Sewer Replacement Lift Station 8116	Replacement of approximately 1,100 LF of 8" PVC gravity sewer main, including all lateral connections and replacement of all manholes, bypass pumping, asphalt roadway replacement and restoration work	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 342,028.37	Sep-18	Jun-19
Red Road Emergency Repair	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	\$ 44,362.50	Mar-18	Apr-18
SW 100th Avenue - Emergency	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	\$ 24,600.00	Apr-18	May-18
Miramar Pkwy & Sykes FW Emergency Job	Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	\$ 41,800.00	Jul-18	Aug-18
10" Force main Repair on Miramar Parkway and SW 69th Way	10" Force main Repair on Miramar Parkway and SW 69th Way	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	\$ 49,950.00	Jul-18	Aug-18
8" Reuse Main Repair on Miramar Parkway and Red Road	8" Reuse Main Repair on Miramar Parkway and Red Road	City of Miramar	Marcelin P. Denis	(954) 602-3115	mpdenis@miramarfl.gov	2300 Civic Center Place, Miramar, FL 33025	\$ 34,300.00	Jul-18	Aug-18
Homestead 1 & I	Wastewater collection system rehab	City of Homestead	Antonio J Torres	(305) 443-4549	Atorres@hazmatandswy.com	450 SE 6th Avenue, Homestead, FL 33020	\$ 492,050.00	Apr-18	
Coral Shores 5-Locations	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint_rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 213,100.00	Nov-17	
110 39th St Ct NW	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint_rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 14,640.00	Dec-17	
201 Mangellan	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint_rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 11,656.25	Dec-17	
CR 675	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint_rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 16,145.00	Dec-17	
Flamingo Cay	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint_rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 206,225.50	Nov-18	
10104 Sandpiper Road East-Section 2	Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe	Manatee County	Clint Rimer	(941) 749-3046	clint_rimer@mymanatee.org	4520 66th Street West, Bradenton, FL 34210	\$ 357,519.75	Jun-19	
Polk County - CIPP	CIPP Installations	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 183,125.00	Apr-17	
8- Locations - Polk 17-326	CIPP lining: 80 LF of 15", 1,043 LF of 18", 326 LF of 30", 182 LF of 42"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 251,918.00	Oct-18	
Asherwoods, Avon Park Cutoff, Birch, Lakeland, Oak, Lake Lulu	CIPP lining: 715 LF of 18"; 47 LF of 24"; 45 LF of 30"; 295 LF of 36" & 166 LF of 60"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 224,915.00	Oct-19	
Lakeland, Lakeland, The Pines, Ft. McCoy	CIPP Lining: 78 LF of 15"; 397 LF of 18"; 1,029 LF of 24"; 970 LF of 36"; 146 LF of 42" & 120 LF of 48"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 343,885.00	Mar-19	
Hickory Stream Lane, Lakeview Dr., Sawewood Dr, Shadow Wood Ct, Pipkin, Waring Rd, Mt. Olive	CIPP lining: 85 LF of 15"; 333 LF of 18"; 55 LF of 48" & 337 LF of 54"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 219,200.00	Mar-19	

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Bridgers Ave. Country Club Rd., Crescent Lake Dr., Hunters Run, Jaybee Ave, King Ave., Lazy Lake, Oak Square, Pine St., Pine Valley, Robin Rd., Ryan Rd., Split Creek, Imperial Lakes, Heather Lynn	CIPP lining: 880 LF of 18"; 1,350 LF of 24"; 505 LF of 30"; 164 LF of 36"; & 730 LF of 42"	Polk County	Doug Gable	(863) 535-2285	DougGable@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 523,315.00	Jul-19	
SW Infrastructure Main/Repair	Storm water infrastructure maintenance and repair services to the City's several premises and locations	Palm Beach Gardens	Daniel Widdick	(561) 804-7044	davidick@pbgtfl.com	10500 North Military Trail, Palm Beach Gardens, FL 33410	\$ 1,027,255.00	Mar-16	Mar-26
Vector Cleaning of Wet Well	Vector Cleaning of Wet Well	Solid Waste Authority	Mona McBride	(561) 640-4000	Mmcbride@swa.org	7501 North Jog Road, West Palm Beach, FL 33412	\$ 99,621.50	Jan-16	
Pipe Lining - Charlotte 01	Light cleaning 16"-42" Storm pipe & 16"-36" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 358,785.10	Jan-18	Mar-18
Pipe Lining - Charlotte 02	Light cleaning 16"-42" Storm pipe & 15"-60" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 16,000.00	Feb-18	
Pipe Lining - Charlotte 03	Light cleaning 16"-42" Storm pipe & 15"-42" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 264,042.90	Mar-18	
Pipe Lining - Charlotte 04	Light cleaning 16"-42", Medium Cleaning, 42" or Greater & 15"-48" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 214,205.98	Jun-18	
Pipe Lining - Charlotte 05	Pipe lining & CCTV	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 96,730.00	Feb-18	
Pipe Lining - Charlotte 06	Heavy Cleaning 30-42" & 42" CIPP lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 64,306.00	Aug-18	
Pipe Lining - Charlotte 07	Drainage pipe RV inspection and cleaning of various pipes in Gardens of Guld Cove	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 90,000.00	Aug-18	
Pipe Lining - Charlotte 08	Light Cleaning, "16-29", & 15" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 20,112.00	Oct-18	
Pipe Lining - Charlotte 09	Medium Cleaning, 42" or greater & 60" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 237,478.30	Oct-18	
Pipe Lining - Charlotte 10	Light Cleaning 16"-29"; Medium cleaning 30"-42" & 15"-30" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 63,034.33	Jan-19	
Pipe Lining - Charlotte 11	15" - 24" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 300,608.26	Jan-19	
Pipe Lining - Charlotte 12	Light cleaning 16"-42" Storm pipe & 18"-30" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 86,124.00	Jan-19	
Pipe Lining - Charlotte 13	18" - 30" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 123,623.00	Jan-19	
Pipe Lining - Charlotte 14	12-36" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 63,298.00	May-19	
Pipe Lining - Charlotte 15	Light cleaning 16"-29" Storm pipe & 15"-30" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 80,085.00	Apr-19	
Pipe Lining - Charlotte 16	Light Cleaning, "16-29", Medium Cleaning, "30"-42", Heavy Cleaning 42" or Greater, 18-36" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 47,473.00	May-19	
Pipe Lining - Charlotte 17	Light Cleaning 16"-29", Medium Cleaning, 30-42" or greater & 15-42" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 145,591.60	May-19	
Gardens of Gulf Cove - Englewood-FDOT SEWERS	Heavy Cleaning 42" or Greater, Frontage Pipe McCall Rd at Gardens of Gulf Cove	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 18,500.00	Apr-19	
Pipe Lining - Charlotte 19	Medium Cleaning, 16"-29", Heavy Cleaning, "30"-42", 24"-42" CIPP Lining	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	\$ 340,717.59	Aug-19	
Pipe Lining - Charlotte 21	PO PENDING	Charlotte County Utilities	Randy Vowell	(641) 575-3680	Randy.Vowell@charlottefl.com	18500 Murdock Circle, Port Charlotte, FL 33948	PO PENDING	PO PENDING	
Sanitary Remediation	Cleaning and internally lining the existing verified clay sanitary sewer gravity collection system. Cured-in Place Pipe (CIPP) system. The liner system consists of a heat-activated resin-impregnated fabric pipe system. Once cured, the CIPP system will provide a continuous rigid pipe system between manholes. Individual services are to be cut out and sealed to the main line to minimize infiltration around the connections.	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capescoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	Annual Contract Work Orders Below	Annual Contract Work Orders Below	Annual Contract Orders

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Cape Coral - PO# 46977 LS Basin 305	8-10" pipe cleaning & 9,036 LF of 8" & 2,090 LF of 10" pipe lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	\$ 355,750.00	Feb-18	
Cape Coral - PO# 47850	8" pipe cleaning & 3,536 LF of 8" CIPP Lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	\$ 111,940.00	Apr-18	
Cape Coral - PO# 48056	8" pipe cleaning & 233 LF of 8" CIPP Lining	City of Cape Coral	Marty Mantell	(239) 574-0831	mmantell@capecoral.net	1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990	\$ 7,352.50	Apr-18	
Progress Village Stormwater	Annual stormwater infrastructure cleaning contract	City of Fort Lauderdale	Sandra Marie Pierce	(954) 828-5239	mariep@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	Annual Contract Work Orders Below	Annual Contract Work Orders Below	Annual Contract Work Orders Below
Stormwater Infrastructure Cleaning and Maintenance	Disposal of Contaminated Liquids	City of Fort Lauderdale	Sandra Marie Pierce	(954) 828-5239	mariep@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 31,103.00	Aug-17	
GTL Deepwell Site Stormwater System Cleaning	Cleaning of 3050 LF of 3"-30" stormwater pipes	City of Fort Lauderdale	Justin Murray	(954) 828-5239	jmurray@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 14,900.00	Feb-18	
Removal of Compacted Debris Within the Basin and Pipes	Removal of compacted debris within the basin and pipes - CCTV & cleaning of 2450 Stormwater pipes 19"-30"	City of Fort Lauderdale	Justin Murray	(954) 828-5239	jmurray@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 13,800.00	Feb-18	
Stormwater Mtce Carter Park		City of Fort Lauderdale	Sabine Joseph	(954) 828-5239	sjoseph@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 11,800.00	May-18	
Clean Pipes & Catch Basins		City of Fort Lauderdale	Cathy Green	(954) 828-5239	cgreen@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 7,000.00	Jun-18	
Clean Various Storm Sewers on SW 4th Ave from SR 84 to I-595		City of Fort Lauderdale	Elkin Diaz	(954) 828-5239	ediaz@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 21,171.00	Aug-18	Feb-19
Clean Various Storm Sewer & Basins on Riverland Road		City of Fort Lauderdale	Marie Pierce	(954) 828-5239	mpierce@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 9,996.00	Nov-18	Apr-19
Storm Sewers and Basins for Peele Dixie		City of Fort Lauderdale	Cesar Alza	(954) 828-5239	caalza@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 8,200.00	Aug-19	Oct-19
Storm Water Pipe Clean-Up		City of Fort Lauderdale	Lucia Dadilvia	(954) 828-5239	ldadilvia@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 9,970.00	Nov-19	
Fire Station #29		City of Fort Lauderdale	Alexandra Rampy	(954) 828-5239	arampy@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 2,650.00	Nov-19	
DSD One Stop Stormwater system Cleaning		City of Fort Lauderdale	Lucia Dadilvia	(954) 828-5239	ldadilvia@fortlauderdale.gov	100 North Andrews Avenue, Fort Lauderdale, FL 33301	\$ 9,970.00	Nov-19	
Point Repair - Landerhill	Maintenance, repair and improvements to water and sewer infrastructure throughout the City	City of Lauderdale Lakes	Bob Snyder	(954) 730-4225	rsnyder@landerhill-fl.gov	5581 W. Oakland Park Blvd, Lander Hill, FL 33313	\$ 43,500.00	Jan-18	
NW 50th & NW 22 Pt Repair	Point Repairs on NW 50th Ave & NW 22nd St.	City of Lauderdale Lakes	Bob Snyder	(954) 730-4225	rsnyder@landerhill-fl.gov	5581 W. Oakland Park Blvd, Lander Hill, FL 33313	\$ 25,600.00	Aug-18	
Lift Station # 54	Lift Station # 54	City of Cooper City	Steve Blanchard	(954) 434-4300	sblanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 11,700.00	Oct-19	Dec-17
Lauderdale By The Sea CIPP2017	Gravity sewer system condition assessment and renewal and replacement L & I	Lauderdale by the Sea	Don Prince	(954) 973-9700	dprince@lauderdalebythesea-fl.gov	125 SE 5th Court, Deerfield Beach, FL 33441	\$ 215,000.00	May-17	Sep-17
Sanitary Sewer Lateral-Emerg	Sanitary Sewer lateral repair 15' deep	City of Deerfield Beach	Fred Scott	(954) 480-4418	fscott@deerfieldbeach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	\$ 95,000.00	Oct-17	Jan-18
Cypress Lake III- HOA	Cypress Lake III- HOA	Palm Beach County	Mike Brauchle	(561) 355-2912	mikebrauchle@gmail.com	3445 Cypress Trail, West Palm Beach, FL 33417	\$ 124,320.00		
Hagen Airline		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 35,500.00	Nov-17	
Hagen Various Valves	Hagen Various Valves	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 35,500.00	Dec-17	
Hagen #3		Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 9,742.00	Dec-17	Jan-18
LS 8146 Canal Bank		Palm Beach County WUD	Polop Phornornwithoon	(561) 493-6000	pphornornwithoon@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 73,646.00	Dec-17	Jan-18
W		Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 94,365.00	Feb-18	Feb-18
Hagen Flow Meter Piping - Building 1		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 35,500.00	Jan-18	

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Hagen Flow Meter Piping - Building 2		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 35,500.00	Jan-18	
SW 3rd St - 24in Valve Replace	Excavation, exposure and replacement of 24" Water Main Valve	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 22,420.00	Mar-18	Apr-18
Atlantic Emergency 14 FM Valve	Excavation, exposure and removal of 14" FM Valve	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 38,080.00	Mar-18	Mar-18
Winkhoff 2nd Repair	Thompson Pipe Group if needed and Valve repair to be done by Valve manufacturer once discovered. County to supply all pipe and fittings.	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 37,150.00	Feb-18	Mar-18
Southern & Arden Emergency	Excavation, exposure and repair of 18" C900 PVC FM which Ruptured, at approximately 10' depth.	Palm Beach County WUD	Conrad Thirbenny	(561) 493-6000	cthirbenny@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 35,550.00	Mar-18	Apr-18
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	David Guerrero	(561) 493-6000	dguerrero@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 4,925.00	Nov-18	Dec-18
Turnpike and Roebuck Rd	Repair of Damaged 16" Water Main that was hit by and HDD Contractor	Palm Beach County WUD	Don Stiles	(561) 493-6000	dstiles@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 97,600.00	Oct-18	Oct-18
WAM 14" Inside Sludge Pump Station 2 Lower Level		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 10,000.00	Feb-19	Feb-19
WAM 24" ETPS - Outside		Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 10,000.00	Feb-19	Feb-19
Belle Glade Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 11,685.00	Feb-19	Apr-19
Haverhill Rd & Roebuck Rd.	Emergency Watermain Break at Haverhill and Roebuck Rd - Saturday	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 36,508.00	Mar-19	Apr-19
S. Military Trail South of Sunny Lane Ave	Repair the Force Main running East to West across Military Trail South of Sunny Lane Avenue. Removal of existing failed force main from existing casing and installation of new force-main piping in existing casing.	Palm Beach County WUD	Craig Moyer	(561) 493-6000	cmoyer@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 70,904.00	Apr-19	Jun-19
Belle Glade Waste Water Plant	Clean, Sandblast and Coat Grit Separator Tanks	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 17,605.00	Apr-19	Jul-19
Hagen Ranch WWTP	Flow Meter Replacement on 12" (A84A)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 10,000.00	Apr-19	Jul-19
Hagen Ranch WWTP	Flow Meter Replacement on 24" (ETPS)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 10,000.00	Apr-19	Jul-19
Hagen Ranch WWTP	Flow Meter Replacement on 24" (ETPS)	Palm Beach County WUD	William Moreno	(561) 493-6000	wmoreno@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 4,393.76	Apr-19	Jul-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 3,590.00	Jun-19	Jul-19
L-38 WM Aerial Crossing Repair	Repair of Damaged 18" Aerial WM Which blew out at edge of canal bank. Repair includes rip rap on only one side of canal, only on water main, no dredging included. Sod for golf course property affected and immediate canal embankment only, not entire entry to site.	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 119,450.00	May-19	Aug-19
L-38 WM Aerial Crossing Repair (North Side)	Repair of Damaged 18" Aerial Water Main and Force Main Crossing on the North side. Repair includes rip rap on only North side of canal, no dredging included. Restoration for property affected and immediate canal embankment only, not entire entry to site.	Palm Beach County WUD	Jim Nelson	(561) 493-6000	jnelson@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 123,550.00	May-19	Aug-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 3,590.00	Jul-19	Jul-19
Pahokee Waste Water Plant	Stop leak around effluent pipe in basin at the Pahokee WWTP	Palm Beach County WUD	Jarvis Gulley	(561) 493-6000	jgulley@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 3,590.00	Jul-19	Jul-19
LS 151 Gravity Repair	Remove and replace approximately 33 LF of 8" gravity sewer 11' deep in front of LS 151 on Orleans Ct. Line Remaining 8" influent gravity from terminal MH to Wet Well to be CIPP Lined	Palm Beach County WUD	Don Stiles	(561) 493-6000	dstiles@pbcwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 67,600.00	Aug-19	Aug-19
Sanitary Sewer - Mulberry	Manhole rehabilitation including installation of 580 VF of CIP or Spray Manhole liner (poly-liner or equal) in 102 manholes Point Repairs of 24 existing sanitary sewer lines: By-pass pumping; Bench repair; Chimney seal manholes; Replacement of manholes; Installation of cured-in-place-pipe;	City of Mulberry	Roger Homann	(863) 425-1125	rhomann@cityofmulberryfl.com	104 South Church Ave, Mulberry, FL 33860	\$ 4,912,591.00	Mar-18	N
Manhole Rehabilitation	Manhole Rehabilitation	Fort Pierce Utilities Authority	Mark Kobbe	(772) 466-1600	mikobbe@fuua.com	PO BOX 3191 FORT PIERCE, FL 34948-3191	\$ 186,292.44	May-17	
Lift Station # 38	Lift Station # 38	City of Bradenton	Kim Clayback	941.708.6300 x224	Kim.Clayback@cityofbradenton.com	14111 9th St W Bradenton, FL 34205	\$ 29,860.00	Nov-17	
Rehab & Lift Stations	Rehab & Lift Stations	City of Altamonte Springs	Karen McCullen	(407) 571-8639	KMCCullen@altamonte.org	968 Keller Road, Altamonte Springs, FL 32714	\$ 491,037.50	Dec-17	Sep-18

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Hibiscus & Baynon	Provide pipe cleaning, CCTV and dewatering	City of Delray Beach	Jeffery Needle	(561) 243-7000	needle@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	\$ 90,000.00	Mar-18	Mar-18
Park Avenue	Clean, TV and Cipp Line 30" RCP Pipe under Park Avenue	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	\$ 63,123.00	Jan-18	Feb-18
Storm Water Video Inspections	Video inspection and documentation of storm water basin 3	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	\$ 46,006.64	Mar-18	May-18
Cypress Drive 60" CCTV	Confined Space Entry and Televis 60" Storm Line	Town of Lake Park	Richard Scherle	(561) 881-3345	rscherle@lakeparkflorida.gov	535 Park Ave, Lake Park, FL 33403	\$ 107,360.00	Jun-18	Aug-18
Lift Station 57 and 66	Gravity sewer main cleaning & CCTV, installation of 5.517 LF of 8" CIPP lining	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@treccd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 174,673.81	Feb-18	
Cleaning, TV & Lining Services		City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@treccd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 193,294.56		
Lift Station 065 Main Lining PO #48742	Gravity sewer main cleaning and TV inspections, install 8", 10" & 12" CIPP Liner	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@treccd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 454,093.51	Sep-18	Jan-19
Manhole Rehabilitation Services	Repair sewer manholes	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@treccd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 63,398.93	Nov-19	Dec-19
Penn Park Main Lining	Main line cleaning, TV inspection & lining services	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@treccd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 273,866.95	Dec-18	Oct-19
Jupiter Harbor - LS #97 Basin	Clean TV and Line all 8" clay lines within the LS #97 basin, in the Jupiter Harbor Community	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@treccd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 67,672.96	Oct-19	Oct-19
Lift Station #58 - Main Lining Services	Cleaning, Televising & lining of 415 LF of 8" CIPP, 590 LF of 15" CIPP	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@treccd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 38,600.33	Jun-19	Oct-19
LRD-Jupiter-MH Rehab #2	Manhole rehabilitative services	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@treccd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 90,000.00	Oct-19	Oct-19
Lift Station #001 - Main Lining Services @ Circle West Road	Gravity sewer main cleaning & TV inspections 6" - 12", install 10" CIPP lining	City of Loxahatchee	Kris Dean	(561) 747-5700	kris.dean@treccd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 13,340.00	Aug-19	
Repairs to existing 42" storm drain at PBA	Drainage Repairs and replacement of one section of 42" pipe in the parking lot at PBA. Separate pricing to line pipe after repair to prevent future failures will also be provided.	Palm Beach County	William Humber	(561) 324-9155	whumber@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 48,100.00	DO Pending	
PBA Airport Parking Lot	Drainage improvements and installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, CCTV pre and post, dewatering of pipe(s).	Palm Beach County	William Humber	(561) 324-9155	whumber@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 59,371.00	DO Pending	
PBA Airport Parking Lot	Drainage repair in employee parking lot. Removal and replacement of approx. 360 LF of 38"x24" elliptical pipe and restoration	Palm Beach County	Matt Taylor	(561) 616-6800	mtaylor@pbia.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 67,200.00	Oct-19	Nov-19
MH and LS Rehabilitation	Rehabilitation to manholes in Sebring	City of Sebring	Jim Jackson	(561) 640-3503	iberetz@wpb.org	454 North Franklin, Sebring, FL 33870	\$ 54,012.16	Feb-18	
Lift Station 73 & 88 Rehabilitation	Rehabilitation of two wastewater lift stations	City of West Palm Beach	Luis Perez	(561) 822-2100	iberetz@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 432,715.82	May-19	
FPUA 20 MH's	Annual manhole rehabilitation	Fort Pierce Utilities Authority	Tom Driskell	(772) 466-1600, Ext. 5515	tdriskell@fpuas.com	500 Boston Ave, Fort Pierce, FL 34950	\$ 74,649.72	Dec-18	
FPUA 5 MH's End of Fiscal 19	Annual manhole rehabilitation	Fort Pierce Utilities Authority	Tom Driskell	(772) 466-1600, Ext. 5515	tdriskell@fpuas.com	500 Boston Ave, Fort Pierce, FL 34950	\$ 28,627.26	Aug-19	
Canoe Creek Subdivision Drainage	Approx. 420 LF of 15" - 24" CIPP Lining	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 99,764.00	Jul-18	Sep-18
Infrastructure Construction - Delmar St 36in	SE Delmar Street Pipe Replacement - 36in RCP	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 54,915.00	Aug-19	Aug-19
Infrastructure Construction - SE Lanham Exfiltration	SE Lanham St. - 18" Exfiltration Trench	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 37,280.00	Aug-18	Jan-19
SE Indian Street CIPP	180 LF of 48 CIPP Lining	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 52,980.00	Oct-18	
Gomez and Soundings CIPP	108 LF of 30" CIPP Lining	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 13,500.00	Oct-18	
Palm Lake Park Neighborhood Drainage	1200 LF of 28"-42" CIPP Lining, installation of 18"-48" RCP, removal and replacement of structures including headwall, driveways and drain structures, televising of pipe	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 1,075,076.00	May-18	
Sugar Hill Outfall	470 LF of 24" CIPP Lining	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 49,290.00	Dec-18	
NE Jensen Beach CIPP	SE Jensen Beach Blvd and Savannah Rd - 60" Inspection and Joint Repair	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 29,080.00	Mar-19	Apr-19
Salerno Rd Camera Inspection	SE SALERNO ROAD EAST OF US1 CAMERA INSPECTION	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 6,510.00	Feb-19	
SW 900	24"-36" CIPP Lining	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 32,040.00	Mar-19	
RK	24" CIPP	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 27,250.00	Aug-19	
SW Carl Metz Ln	24" CIPP	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 46,050.00	Oct-19	

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
NE Barbara Dr	24" CIPP	Martin County	Ken Vreeland	(772) 288-5430	kvrreelan@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 35,410.00	Sep-19	
St. Lucie West Main Irrigation Pump Station Replacement	Install pumps, motors, fillers, piping, fittings, valves, meters, electrical gear, conduits, wiring, panels and concrete slabs. Demolition of existing pumps, motors, electrical panels, piping, valves and filters/filter housing	St. Lucie West Services District	Joshua C. Miller	(321) 622-4646	jmiller@slwsd.org	450 S.W. Utility Drive Port St. Lucie, Florida, 34986	\$ 921,194.81	Sep-18	Nov-19
Lift Station Rehabilitation Project A Bid Package 2	Furnish all necessary services for the rehabilitation of thirty (30) lift stations in Palm Beach County WUD service area	Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pbwvwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 4,830,000.00	Oct-18	
Lift Station #40 Removal & Disposal & Replacement of Top Slab	Removal, Disposal and Replacement of Existing Top Slab and Hatch with new Top Slab and Traffic Rated Hatch System	City of Deerfield Beach	Timothy Martin	954-480-4403	TMartin@deerfield-beach.com	200 Goolsby Boulevard Deerfield Beach, FL 33442	\$ 9,300.00	Apr-18	
Sykes Creek Regional WWTF RASWAS Pumping System Rehabilitation	Removal and replacement of the Return Activated Sludge (RAS) and three of the Waste Activated Sludge (WAS) pumps	Brevard County	Craig Helping	(321) 617-7390	craig.helping@brevardfl.gov	2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	\$ 1,030,000.00	Jan-19	Sep-19
Manhole Rehabilitation	Rehabilitate manholes across the City	City of Deerfield Beach	Timothy Martin	954-480-4403	TMartin@deerfield-beach.com	200 Goolsby Boulevard Deerfield Beach, FL 33442	\$ 38,595.63	Apr-19	
Lands End & Spoonbill Road	line the entire pipe, 160 LF of 15" CIPP will be installed.	Town of Manalapan		561-383-2543		600 S Ocean Blvd. Manalapan, FL 33462	\$ 17,500.00	Nov-18	
Rehabilitation and Infrastructure Repair	Water supply groundwater sewage treatment	City of Deerfield Beach	Spencer Britt	(561) 243-7164	britt@mydebeach.com	200 Goolsby Boulevard Deerfield Beach, FL 33442	\$ 185,000.00	Dec-17	
Sewer Main Lining Group 1	Water supply groundwater sewage treatment	City of Deerfield Beach	Spencer Britt	(561) 243-7164	britt@mydebeach.com	200 Goolsby Boulevard Deerfield Beach, FL 33442	\$ 275,000.00	Jan-19	
300 N Courtenay Lateral	Replace Lateral at 300 N Courtenay Parkway according to plan sheet provided June 2018	Brevard County	Louis Braafladt	(321) 617-7390	Louis.Braafladt@brevardfl.gov	2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940	\$ 44,700.00	Aug-18	Sep-19
Legacy Cove Manhole Rehab	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	polliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 45,710.00	Jan-19	
Leilani Heights	Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	polliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 25,900.00	Feb-19	
Port Salerno Village	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	polliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 13,380.00	Feb-19	
Port Seawall Manhole Rehab	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	polliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 15,900.00	Sep-19	
Mariner Sands Manhole Rehab	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	polliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 33,900.00	Oct-19	
Miles Grant Manhole Rehab	Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	polliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 24,950.00	Oct-19	
The Estuary Manhole Rehab	Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round	Martin County	Phillip Olivia	772-214-5394	polliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 23,460.00	Oct-19	
Martin-Pinelake Village MH Rehabilitation	Coat manhole 4' round, chemical grouting, benching manholes	Martin County	Phillip Olivia	772-214-5394	polliva@martin.fl.us	2401 SE Monterey Road, Stuart, FL 34996	\$ 9,100.00	Oct-19	
Lift Station 10 Drycan Conversion		City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 102,022.50	Jul-19	
Stormwater Pipe Lining - Cove Lane		City of Largo	Brian Highnote	(727) 587-6713 X4402	bhighnot@largo.com	201 Highland Avenue Largo, FL 33779-0296	\$ 29,255.00	Sep-19	
Lift Station No. 2	Sanitary Sewer Basin 2 and Inflow & Infiltration Abatement pipe lining rehabilitation	City of Largo	Brian Highnote	(727) 587-6713 X4402	bhighnot@largo.com	201 Highland Avenue Largo, FL 33779-0296	\$ 1,392,443.69	Nov-19	
Lift Station 980 Top Slab	Lift Station 80 Top Slab, Repair, Removal and New Slab Installation	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 8,700.00	Sep-18	On
Lift Station #21 Pipe Repair		City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	\$ 14,070.00	May-19	
12" WM Valve Replacement	All materials, fittings, line stops, restraints to complete the work. Installation of (4) - 12" Line stops on an AC water main. Removal and Replacement of (4) - 12" Gate valve and (1) - 12" cross. Bell restraints to be placed on AC Main 3 joints past line stop in each direction. All Restoration included (Sod and Sidewalk) (No Asphalt Anticipate) No As Bults, Permits, Bonds, Etc. included. Assumes all lines can be shutdown without impact.	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	\$ 118,345.00	PO PENDING	
4	Emergency Bypass and Valve Replacement	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	\$ 20,000.00	Oct-19	
3	Emergency Rail System Replacement - Re-pipe in Well ONLY ACTIVITY	City of Lauderhill	Bob Snyder	(954) 730-4225	rsnyder@lauderhill-fl.gov	5581 W. Oakland Park Blvd, Lauder Hill, FL 33313	\$ 43,100.00	Nov-19	

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Mangonia - Driftwood Street	Vac Truck & Dumping	Mangonia Park	Roosevelt Jones	(561) 848-1235	rjones@townofmangonia.com	1755 E Tiffany Drive Mangonia Park, FL 33407	\$ 2,050.00	Oct-18	
Pescayo Village-Marathon, Sanitary Sewer Inspection		Aramis Alvarez Architect	James Jackson	(954) 894-1060	jamesjackson@semitrib.com	1237 S Alhambra Circle Coral Gables, FL 33146	\$ 9,452.50	Oct-18	
Oscoda Force Main Rerouting		Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesjackson@semitrib.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	\$ 104,861.56	May-19	Aug-19
Hollywood 8" FM Connection		Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesjackson@semitrib.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	\$ 73,147.95	Mar-19	Apr-19
16" Water Main Loop Disinfection	Provide potable water on the Hard Rock Casino Facility by certifying existing 16-inch water main loop. The attachments delineate the procedure disinfecting and certifying the water main loop in two separate phases	Seminole Tribe of Florida	James Jackson	(954) 894-1060	jamesjackson@semitrib.com	3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021	\$ 71,878.60	Jul-19	
Abandonment of Kent Pump Station PS-05	Installation of a new sanitary sewer system along Kent Avenue, Sussex Avenue and across Kirk Road. It also consists of the abandonment of the Kent Pump Station	Village of Palm Springs/Exler Engineering Inc.	Oscar L. Rubio	954.510.4700	grubio@ecklerengineering.com	4700 Riverside Drive, Suite 110, Coral Springs, FL 33067	\$ 567,715.89	Jun-19	Oct-19
ESU98-R0 - FDOT	Inspection, desilting, videoing, repair and replacement of drainage facilities	Florida Department of Transportation	Andrea Velasquez	332-634-6069	andrea.velasquez@dot.fl.gov	719 S. Woodland Blvd. Deland, FL 32720	\$ 300,000.00	Feb-19	
EWRF In-Plant PS Replacement	Furnishing and installation of 47 HP Flight or ABS submersible pumps, construction of a new 12 feet diameter wet well, furnishing and installation of the above ground piping manifold with appurtenances, installation of 65 feet 16" PVC force main and 48 feet 24" gravity sewer and conversion of existing pump station into gravity sewer manhole.	Orange County	Terra Refitt	(407) 836-5644	Terra.Refitt@ocfl.net	400 E. South Street; 2nd Floor, Orlando, FL 32825	\$ 1,323,642.00	Apr-19	
Sanitary Sewer Collection System Rehab Project Phase 2	Rehabilitation of the existing gravity sewer collection system including: Installation of CIPP, reinstatement of service line connections, sewer later replacement, sewer later lining, point repairs, rehabilitation of manholes, cleanout installations and site restoration	Palm Beach County WUD	Frantz Fenelon	561-493-6123	FFenelon@pbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 3,113,950.00	Jun-19	
Emer - Storm Drain Cleaning	General construction services associated with the rehabilitation of operating lift stations located in northern Palm Beach County and southern Martin County. Work to be performed includes demolition and removal of existing piping, fittings, valves and structures and installation of new piping, fittings, valves, structures, resetting existing pumps, rehabilitation of interior walls, relocation and/or installation of electrical equipment and all general site work	Lovahatchee River District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Dr., Jupiter FL 33458	\$ 495,990.00	Aug-19	
CIPP Lining	CIPP lining to the 10" DIP at Tierra Verde ad to the 10" Clay Pipe at SW Anchorage Way	City of Stuart	Chad Herzog	772-288-5320	chertzog@ci-stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	\$ 10,566.32	Dec-18	
E Madison Ave	8" CIPP lining and installation of manhole coating	City of Stuart	Chad Herzog	772-288-5320	chertzog@ci-stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	\$ 44,948.91	Sep-19	Sep-19
Colorado Ave	Installation of 10" gravity sewer & CIPP lining	City of Stuart	Chad Herzog	772-288-5320	chertzog@ci-stuart.fl.us	121 SW Flagler Ave. Stuart, Florida 34994	\$ 8,034.19	Oct-19	
Coating of Sanitary Lift Station & Reclaimed Water Stations	This project comprises the surface preparation and coating of above ground pipes, fittings and appurtenances for seven (7) sanitary sewer lift stations and five (5) reclaimed water stations	Seacoast Utility Authority	Brent Weidenhamer	(561) 627-2900	bweidenhamer@sua.co	4200 Hood Road, Palm Beach Gardens, Florida 33410	\$ 57,400.00	Feb-19	
(SWRUSA) Inflow and Infiltration Project Phase 1A	Furnish all labor, materials, supervision, and equipment necessary to perform all operations required for the proper rehabilitation of Cured-In-Place (CIPP) lining of the 8-inch, 10-inch, and 12-inch diameter sewers in the subdivisions	Polk County	Ari Goldstein	863-534-6757	AriGoldstein@polk-county.net	330 West Church Street, Room 150, Bartow, FL 33831	\$ 889,117.00	May-19	
Civil Surv - Polk County - Cleaning,TV Phase II Assessment	Gravity sewer cleaning and gravity sewer manhole cleaning services	Civilsurv Design Group, Inc., Polk County	Craig Fuller	863-646-4771	cfuller@civilsurv.com	2525 Drane Field Road, Suite 7 Lakeland, FL 33811	\$ 98,220.50	Apr-19	
Pump Station C-1	Perform sanitary sewer cleaning and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 85,492.90	Mar-19	
Pump Station C-2	Perform sanitary sewer cleaning and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 116,391.00		
Pump Station D-35	Perform sanitary sewer cleaning and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 28,690.00		
Pump Station D-36	Perform sanitary sewer cleaning and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 46,485.00		
Pump Station E-5	Perform sanitary sewer cleaning and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 74,548.10		
Pump Station E-6	Perform sanitary sewer cleaning and CCTV per NASSCO specifications	City of Fort Lauderdale	Terrance Bray/Jud Hopping	954-828-7855	Terrance Bray/Jud Hopping	949 NW 38th St., Fort Lauderdale, FL 33309	\$ 76,542.00		
3119 Cormorant Road, Delray Beach	Repair assumed broken pipe in rear yard at 3119 Cormorant Road, excavate location of sinkhole to expose pipe, pick up end of pipe in canal, realign pipe at sinkhole location, pour a concrete collar around pipe and backfill and re-sod area. Place rip rap rock underneath pipe at outfall to support pipe in future.	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	\$ 15,032.00	Jun-19	
SE Int	Storm rain cleaning repair and sludge removal services	City of Delray Beach	Jeffery Needle	561-243-7000	needlej@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	\$ 115,056.00	May-19	

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Delray Racquet Club/Jaeger Pipe Repair	Install 21" plug and Dewater approx 255' of 21" CMP pipe. (two segments). Clean and CCTV approx 255' of 21" CMP pipe to assess condition and damage in area of collapse. Provide pointed repair to area of collapsed pipe if conditions allow. Completion of this repair has multiplied due to the discovery of a Fiber optic line running in and out of the storm pipe 11' deep and 20' long.	City of Delray Beach	Jeffery Needle	561-243-7000	needle@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	\$ 77,243.00	Jun-19	
NE 1st Court Wastop Installation	Install 15" Wastop Check Valve inside exiting RCP Pipe @ NE 1st Court Outfall	City of Delray Beach	Jeffery Needle	561-243-7000	needle@mydelraybeach.com	100 NW 1st Ave, Delray Beach, FL 33444	\$ 7,255.00	Jun-19	
Price Street Lift Station Rehab - (New Discharge Piping)	Replace two 4" DIP DIP discharge lines from the well to the check valves	Village of Palm Springs	Andy Klausner	(561) 965-4013	aklausner@vpsfl.org	226 Cypress Lane Palm Springs, FL 33461-1699	\$ 5,000.00	May-19	
Emergency point Repair - Lake Clarke Gardens	Emergency sewer repair in Lake Clarke Gardens. Cracked sewer line that is 9' below the lift station and a manhole directly to the north.	Village of Palm Springs	Andy Klausner	(561) 965-4013	aklausner@vpsfl.org	226 Cypress Lane Palm Springs, FL 33461-1699	\$ 53,182.00	Jun-19	
Gravity System Improvements Packages 15,19,20,21,22	Installation of cured-in-place pipe (CIPP) lining for existing gravity sanitary sewers; lining existing manholes; and seal and coating existing manholes.	Orange County	Paul Oliver	407-835-5696	paul.oliver@ocfl.net	400 E. South Street; 2nd Floor, Orlando, FL 32825	\$ 2,571,471.00	Jun-19	
Palmetto Drive Stormwater Improvements	provide stormwater infrastructure improvements, replacement of reinforced concrete pipe. Installation of cure-in-place pipe, and restoration of any disturbed roadway and sidewalks	Town of Lake Park	Howard Butts	561-722-9379	hbutts@townoflakepark.org	535 Park Avenue Lake Park, FL 33403	\$ 68,755.00	Apr-19	
CIPP Culvert Lining Project	Cured-in-Place Culvert Lining	Santa Rosa County	Glenn F. Bailey	805-981-7127	GlennB@santarosa.fl.gov	6075 Old Bagdad Hwy, Milton, Florida 32583	\$ 315,400.00	Jun-19	
Near 95th Ave and 50th Court- Cooper City	2,807 LF of 8" CIPP lining, reinstated later after CIPP installation, grout and test lateral connection	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@cooperctvfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 77,018.00	Oct-19	
SW 88th Terr.- Cooper City	Install cured-in-place mainline liner, 8" X 6MM. Reinstated later after CIPP installation, grout and test lateral connection. CIP Lining, 6"-8" fullcircle main connection, 4" or 6" X 4.5MM, Minimum 10'. Lateral Limer, 4"-6" X 4.5 MM, Beyond 10' Sewer Lateral TV Inspection 6" to 8" main (Up to 30') Sewer Lateral TV Inspection 6" to 8" main (beyond 30') Bypass Pumping (8-inch and 10-inch), requires owner approval-estimated	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@cooperctvfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 163,380.00	Dec-19	
North, East, South and West Point Dr - Rock Creek - Cooper City	Rehabilitation of 10 Manholes in the Rock Creek Neighborhood	City of Cooper City	Chad Bergeron	954-434-5519	Cbergeron@cooperctvfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 22,800.00	Nov-19	
River Ridge Point Repair	Clean & CCTV Sewer lines per NASCCO PACP Standards-MOT Included All inspections and reports to be produced per NASCCO PACP standards.	KLOO Management, LLC	Cherylynn Painebecker	561-747-0122	cherylynnrhea@earthlink.net	18600 County Line Road, Tequesta, FL 33469	\$ 18,250.00	Mar-19	
Utility Repairs	Utility Repair Services on an as needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the CITY, under a continuing services contract. The work shall generally consist of emergency and non-emergency repairs to the CITY's utility infrastructure which includes the water distribution system, the sanitary sewer (wastewater) collection system, stormwater system and associated street repair and restoration	City of Weston	Jose Casio	954-385-2600	jcasio@westonfl.org	17200 Royal Palm Blvd, Weston, FL 33326	\$ 200,000.00	Jan-20	
Sewer Gravity Main Lining	Sewer Gravity Main Lining	City of Naples	Andrew Holland	239-213-5001	aholland@naples.gov.com	380 Riverside Cir Naples, FL 34102	\$ 310,000.00	Jul-19	
Pipe Lining to Damaged Storm Drain	Line Damaged stormwater pipes in public ROW or easements at 5 locations	City of Naples	Andrew Holland	239-213-5001	aholland@naples.gov.com	380 Riverside Cir Naples, FL 34102	\$ 50,311.00	Aug-19	
Storm Line Damaged	Line 160 feet of pipe in ROW at 520 Harbour Dr	City of Naples	Andrew Holland	239-213-5001	aholland@naples.gov.com	380 Riverside Cir Naples, FL 34102	\$ 10,420.00	Sep-19	
Storm Line Damaged	line damaged stormwater pipe at 3rd St S and Broad Ave S which is causing sinkhole	City of Naples	Andrew Holland	239-213-5001	aholland@naples.gov.com	380 Riverside Cir Naples, FL 34102	\$ 9,900.00	Sep-19	
Stormwater Pipe Lining	Stormwater Pipe Lining @ 3 locations	City of Naples	Andrew Holland	239-213-5001	aholland@naples.gov.com	380 Riverside Cir Naples, FL 34102	\$ 34,810.00	Dec-19	
Emer Pump CIPP	Bernie's Lift Station Emergency Pumping Emergency Pumping	Town of Mangonia Park	Roosevelt Jones	(561) 848-1235	rjones@townofmangonipark.com	1755 East Tiffany Drive Mangonia Park, FL 33407	\$ 3,150.00	Feb-19	
Cured-in-Place Pipe Sanitary Sewer Rehabilitation	8" - 15" CIPP lining, CCTV & bypass pumping Sanitary Sewer	Emerald Coast Utilities Authority	Justin Midgett	(850) 969-5825	justin.midgett@ecua.fl.gov	1755 East Tiffany Drive Mangonia Park, FL 33407	\$ 240,000.00	Nov-19	
Cured-in-Place Pipe Sanitary Sewer Rehabilitation	8" CIPP & CCTV Sanitary Sewer	Emerald Coast Utilities Authority	Justin Midgett	(850) 969-5825	justin.midgett@ecua.fl.gov	1755 East Tiffany Drive Mangonia Park, FL 33407	\$ 86,100.00	Feb-20	
Cured-in-Place Pipe Sanitary Sewer Rehabilitation	Sanitary sewer cleaning & CCTV	Emerald Coast Utilities Authority	Justin Midgett	(850) 969-5825	justin.midgett@ecua.fl.gov	1755 East Tiffany Drive Mangonia Park, FL 33407	\$ 143,000.00	Feb-20	
Cortez, Florida- Harbour Town Estates	Clean & CCTV Sewer lines per NASCCO PACP Standards-MOT Included. All inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	\$ 7,362.00	Apr-19	
Cortez, Florida- Harbour Landings Estates	Clean & CCTV Sewer lines per NASCCO PACP Standards-MOT Included. All inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	\$ 4,514.00	Jun-19	
Cortez, Florida- Harbour Landings Estates	Clean & CCTV Sewer lines per NASCCO PACP Standards-MOT Included. All inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	\$ 10,542.00	Oct-19	
Cortez, Florida- Harbour Town Estates	Clean & CCTV Sewer lines per NASCCO PACP Standards-MOT Included. All inspections and reports to be produced per NASCCO PACP standards	Harbour Landings Estates	Mike Bishop	941-870-5600	mikebishop@verizon.net	4014 Commodore Blvd, Cortez, FL 34215	\$ 14,203.00	PO PENDING	

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Original Section Drainage Improvements Phase 5	Drainage improvements within the alleys between Fleming Boulevard and Jackson Avenue, as well as the portion of Biscayne Drive where the alleys intersect Biscayne Drive and within a portion of the LWDD L-11 Canal; The removal of damaged piping and structures; the installation of new drainage piping and structures; and restoration	City of Greenacres	Zach Gamble	(954) 739-6400	zgamble@craventhompson.com	5800 Melaleuca Lane, Greenacres, Florida 33463	\$ 165,533.00	Jun-19	
E-1 Pump Station Improvements	Furnish all labor and materials necessary to construct all improvements at E-1 lift station as depicted on the plans and in these specifications to provide a complete and functional system. Bypass pumping will be required	Town of Palm Beach	Jason Debrincat	(561) 227-7027	jdebrincat@townofpalmbeach.com	951 Old Okeechobee Road, Suite A, West Palm Beach, Florida 33401	\$ 247,400.00	Jun-19	Dec-19
Lift Station #27, #50 & #2122	LS #27 Rehab. LS -50 - Control Panel WITHOUT Dataflow Equipment -8hp, 3phase, 240v, LS -2122 - Control Panel WITHOUT Dataflow Equipment -5.3hp, 3phase, 240v	Indian River County	Sean McFarland	772-226-1418	smcfarland@ircgov.com	1800 27th Street, Vero Beach, FL 32960	\$ 184,100.00	Oct-19	
Lift Station 62 Emergency Generator	Permit and install a diesel powered emergency standby generator	Lohatchee River Environmental Control District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 44,750.00	Aug-19	Nov-19
Lift Station 43 Emergency Generator	Permit and install a diesel powered emergency standby generator	Lohatchee River Environmental Control District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrecd.org	2500 Jupiter Park Drive, Jupiter, FL 33458	\$ 35,000.00	Aug-19	Nov-19
Forcemain Replacement Project	The Forest Hill Boulevard crossing shall have a minimum inside diameter of 16 inches and includes and air release valve on both sides of the crossing. A secondary main will also need to be relocated via open cut method and tied into the new forcemain. The existing main for the cut-in connections is 16" DIP. The portion of the existing 12" DIP main to be replaced, shall be grout-filled and abandoned. The C-2 Canal crossing shall have a minimum inside diameter of 6 inches and includes and air release valve on one side of the crossing and a tapping connection to the existing main on the other side. The existing main for the cut-in connections is 6" DIP. The existing main for the tapping connections is 12" DIP. The portion of the existing 6" DIP main and aerial crossing to be replaced, shall be demolished and removed.	Village of Wellington	Shannon R. LaRoque	561-791-4107	slarocque@wellingtonfl.gov	12300 Forest Hill Boulevard, Wellington, FL 33414	\$ 358,417.50	Sep-19	
Lift Station #31		City of Altamonte Springs	Jeff Grant	(407)571-8122	jgrant@altamonte.org	225 Newburyport Ave, Altamonte Springs FL 32701	\$ 249,289.00	Oct-19	
Culvert Pipe Replacement - Unit 32	This project consists of the removal, disposal, re-installation, and restoration of multiple cross drain culvert pipes at sixty-nine (69) locations throughout the City of Palm Bay's Port Malabar Unit (PMU) 32.	City of Palm Bay	Hector Franco	561-791-4107	Hector.Franco@palmabayflorida.org	1050 Malabar Road SW, Palm Bay, FL 32908	\$ 452,636.75	Aug-19	
Wellington - Piggyback PBC 82019-0216	Manhole and sewer lining repairs	Village of Wellington	Natasha Tucker	561-791-4107	TuckerN@mydelraybeachfl.com	12300 Forest Hill Boulevard, Wellington, FL 33414	\$ 100,000.00	May-19	
System 58A & Forcemain Replacements	Construction of wastewater force mains, wastewater lift stations and reclaimed water mains	City of Delray Beach		561-243-7163	TuckerN@mydelraybeachfl.com	100 Northwest 1st Avenue, Delray Beach, FL 33444	\$ 1,472,444.00	Jan-19	
Water Treatment Plant Generator Interconnect	Entire project is electrical. Running new service feeds to well pumps and tying the generator in to another building for backup power; also includes fire alarm work	City of Lake Worth Beach	Steve Fowler	(561) 575-2005	Stephen.Fowler@holtzcoconsulting.com	7 North Dixie Highway, Lake Worth Beach, Florida 33460	\$ 352,000.00	Nov-19	
8888 Intracoastal Drive - 18" FM Repair	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	\$ 75,830.00	Nov-19	Dec-19
Mills Pond Park Gravity Repair	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	\$ 26,250.00	Oct-19	Dec-19
SE 3rd Ave Water Main Replacement	Sewer repairs & replacement	City of Fort Lauderdale	Herbert Stanley	954-828-5933	hstanley@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	\$ 225,169.00	Nov-20	
SE 40th Ave & th St. Storm Drain Repair CIPP	Road repairs at SE 40th Ave & 8th St.	Okeechobee County Road Department	Shani Grant	954-597-4754	sggrant@hlauderdale.org	408 NW 2nd St., Okeechobee, FL 34972	\$ 15,804.00	Jun-19	Jul-19
Gravity Sewer Main Lining	Gravity sewer main lining in lift stations #12, #13 and #20 basins	City of North Lauderdale			sggrant@hlauderdale.org	701 SW 1st Ave., North Lauderdale, FL 33068	\$ 276,000.00	Jul-19	
Trenchless Pipe Rehabilitation Services - Low Bid On One Structure	Trenchless pipe rehabilitation for Structure 735511	City of Palm Coast	Carmelo Morales	386-986-4776	CMorales@palmcoastflv.com	160 Lake Ave, Palm Coast, FL 32164	\$ 149,240.00	Nov-19	
Replacement of Pump Station D-38	Furnishing of all labor, materials, equipment, services, and incidentals for the additions and modifications of the submersible Pump Station D-38	City of Fort Lauderdale	Raymond Rammo	954-828-5990	rrammo@fortlauderdale.gov	100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301	\$ 662,960.00	May-20	
95th Ave. N. Public Utilities Renewal	Labor, material, equipment, hoisting, supervision, startup support, anchors, incidentals, technical submittals and closure docs. HGI to provide: Storm sewer cleaning & CCTV for 280 LF of 12" medium cleaning & storm sewer CIPP lining of 280 LF of 12"	Collier County-Subcontract Work for Douglas N Higgins, Inc.	Anthony Silvestri	(305) 292-7889	asilvestri@higgins-eng.com	4485 Enterprise Ave, Naples, FL 34104	\$ 12,320.00	Aug-19	
Lantana Airport CIPP	Clean, TV and CIPP Line 5 shots of 18" and 24" Storm Drain. 403 LF of 18" and 134 LF of 24".	Sunline Civil Construction	Jimmy Bradley			640 SW Bittern St., Palm City, FL 34890	\$ 44,250.00	Sep-19	
904	form CCTV	Kilbourne & Sons Paving	Steve Dolen	561-498-7040		2201 SW 35th Ave, Delray Beach, FL 33445	\$ 26,900.00	Sep-19	
Lift Station U-01	Lift Station rehab to convert existing station from WW/VV Configuration to Above ground valves	Brevard County	Robert Edmiston	(321) 617-7390	robert.edmiston@brevardfl.gov	2725 Judge Fran Jameson Way, A-213, Melbourne, FL 32940	\$ 78,500.00	Jan-20	

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Emergency Flood Control Pumping	Emergency pumping for flood control on the Federal Aid Highway segments as well as local roads and roadways within Brevard, Flagler, Volusia, Marion, Seminole, Sumter, Lake, Orange and Osceola counties specifically assigned by the Florida Department of Transportation (FDOT), District Five. The Contractor shall provide all labor, materials and equipment for mobilization, operation and maintenance of a temporary pumping system intended to provide flood relief during or after a hurricane.	Florida Department of Transportation	Jennifer L. Smith	586-943-5367	jennifer.smith2@dot.state.fl.us	719 S. Woodland Blvd. Deland, Florida 32720	\$ 1,547,500.00	Sep-19	
Emergency M/S Bypass	Emergency Mobilization/Demobilization AfterHours (Sunday) and bypass pumping	City of Clewiston				115 W. Ventura Avenue Clewiston, FL 33440	\$ 6,350.00	Sep-19	Oct-19
LS #1 - Emergency CP Replacement	Demo damaged control panel, antenna tower, FPL meter and water service Provide and install new control panel, conduit, wire and pad. Provide and install new 24' Robin antenna tower and concrete base Provide and install new 200A, 3 Phase meter can and SS disconnect. Provide new FPL service run to handhole Provide and install new antenna and cable. Rewire existing pumps, transducer and floats	City of Lauderdale Hill	Bob Snyder	(954) 730-4225	rsnyder@lauderdale-hill.gov	5581 W. Oakland Park Blvd, Lauderdale Hill, FL 33313	\$ 68,300.00	Oct-19	
Haines City 15"	Clean & TV lines, CIPP 258 LF of 15" gravity sewer main	Pospiech Contracting	Gary Bracken	352-726-3940 EXT. 216	gbracken@pospiechcontracting.com	201 S Apopka Ave, Inverness, FL 34452	\$ 28,402.00	Oct-19	Dec-19
3300 NE 36th St., Ft. Lauderdale, Coral Ridge Towers East	Pipe cleaning of storm lines	RD Plumbing & Sewer, Inc.	Richard Katz	954-707-9594	rich@rdplumbing.com	2442 Andros Lane, Fort Lauderdale, Florida 33312	\$ 13,200.00	Dec-19	Dec-19
10200 W SR 84, Fawie FL	Pipe cleaning of storm lines	RD Plumbing & Sewer, Inc.	Richard Katz	954-707-9594	rich@rdplumbing.com	2442 Andros Lane, Fort Lauderdale, Florida 33312	\$ 2,841.00	Dec-19	
Piper Landing Pipe Lining	Clean & TV lines CIPP of 18"-60"	Piper's Landing Yacht & Country Club				6160 SW Thistle Terrace, Palm City, FL 34990	\$ 118,460.00	Dec-19	
Taft Street	Asphalt removal and excavation in area of interest. Includes only a 20'x5' area. If further excavation is needed additional costs will be applied. Excavation and exposure of damaged force main pipe, assumed to be 4" or smaller. Anything larger may result in additional costs. Repair broken force main line, backfill and compact area. Prep site for asphalt application by others. Emergency Mobilization and MDT included. Proposal does not include any bypass pumping, permits, surveying or as-builts.	Noble Properties	Kim Hoglund	561-389-9549	KIM@NOBLEP.COM	4280 Professional Center Dr., Suite 100, Palm Beach Gardens, FL 33410	\$ 14,350.00	Dec-19	
Lift Station C-16 Rehabilitation	Rehabilitation of Lift Station C-16; existing wet well structure needs rehabed & new concrete top installed. All mechanical piping, valves, and electrical equipment to be replaced.	Brevard County	Craig Helping	(321) 633-2089	Craig.Helping@brevardcounty.us	2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940	\$ 207,800.00	Jul-16	Oct-16
Lift Station C-05 and Force Main Replacement	Replacement of the existing C-05 Lift Station, including new wet well, twin submersible pumps, electrical and instrumentation, PVC force main installed, modification to existing wet well, and placing out of service a portion of the existing force main. Work includes temporary bypass pumping, piping, valves fittings	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 872,000.00	Jul-15	Dec-15
Lift Station M-06 Replacement	Installation of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 439,495.00	Sep-15	Nov-15
Relocation of Lift Station M-05 Panel	Relining of lift station M-5	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 6,590.00	Apr-14	May-14
LS R1 & R6	Lift Station rehabilitations	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 20,774.40	Jan-12	Mar-12
LS #4 & #7	High pressure water blasting, bypass, remove and install HDPE risers	City of Altamonte Springs	James Wickert	(407) 57-5860	jwickett@altamonte.org	950 Calabria Drive, Altamonte Springs, FL 32714	\$ 6,842.00	Oct-13	Nov-13
Manhole Rehabilitation 2012	Manhole rehabilitations	City of Altamonte Springs	James Wickert	(407) 57-5860	jwickett@altamonte.org	950 Calabria Drive, Altamonte Springs, FL 32714	\$ 13,446.90	Oct-12	Sep-12
LS #3	Rehabilitation & lining	City of Atlantis	Mo Thornton	(562) 965-1744	mthornton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	\$ 119,420.00	Aug-13	Oct-13
Misc Drainage Repairs	High pressure water blasting, coating, .5" layer build back, reset manhole casting within asphalt, re-construct existing manhole benching	City of Atlantis	Mo Thornton	(562) 965-1744	mthornton@atlantisfl.gov	260 Orange Tree Dr, Atlantis, FL 33462	\$ 66,545.00	Oct-16	Nov-16
Manhole Rehabilitation August 2013	Rehabilitation of master Lift Station	City of Bartow	Ken Absher	863-534-0100	kabsher.pw@cityofbartow.net	450 N Wilson Ave., Bartow, FL 33830	\$ 44,990.76	Sep-13	
M-20 Lift Station	Rehabilitation of M-20	Brevard County/Merritt Island	Bill Cowan	(321) 617-7390	bill.cowan@brevardcounty.us	2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite C-303, Viera, FL 32940	\$ 213,250.00	Feb-11	
Lift Station M-20	Rehabilitation of Lift Station M-20	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 158,777.00	Jan-14	
Cape Canaveral Lift Station No. 1 Improvements	Rehabilitation of master pump station, lift station No. 1. Rehabilitation of wet well structure inclusive protective coating, & replacement of ALL LS internals including but not limited to rails, pump bases, discharge piping, valves to point where the three pump discharge piping comes into one manifold pipe, bypass pumping installation, and all other incidentals.	City of Cape Canaveral	Lonnie Dunn	(321) 868-1240	ldunn@cityofcapecanaveral.org	601 Thrum Blvd, Cape Canaveral, FL 32920	\$ 164,743.11	Nov-13	
Replacement of three Return Activated Sludge Pumps (RAS) Pumps	Install three (3) Return Activated Sludge (RAS) Pump ends, at the Sellers Water Reclamation Facility	City of Cocoa Utilities	Don Stevens	(321) 433-8744	rstevens@cocofl.org	65 Stone Street, Cocoa, FL 32922	\$ 89,987.00	Jan-13	
Manhole Rehabilitation	Manhole rehabilitation, 4' lining, excess surface loss, reconstruction of manhole benching, removal of existing coating	City of Cooper City	Kerri Fisher	(954) 454-4300		11791 SW 49 STREET COOPER CITY, FL 33330	\$ 11,480.00	Oct-14	
Lift Station Rehabilitation Project 2014	Rehabilitation to various lift stations across the City	City of Coral Gables	Margie Gomez	(305) 460-5103	mrgomez@coralgablescity.com	405 Baltimore Way, Coral Gables, FL 33134	\$ 180,508.32	May-14	
Relocation of Lift Stations	Rehabilitation of Lift Stations #31, #33, #47 and #52. Converting Lift Stations from Dry Can into duplex submersible LS	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@deerfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	\$ 444,240.00	Nov-14	
Manhole Rehabilitation	Rehabilitation of (14) Manholes throughout the City, Rehabilitation of wetwell.	City of Deerfield Beach	Paul Collette	(954) 480-4418	pcollette@deerfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	\$ 23,527.00	May-13	Jun-13

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Job Name	Scope of Work	Municipality	Municipality Manager	Municipality Project Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Rehabilitation of Lift Stations 2018	Rehabilitation of Lift Stations: Converting Lift Stations from Dry Can into duplex submersible LS	City of Deerfield Beach	Paul Colette	(954) 480-4418	pcollette@deerfield-beach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	\$ 376,798.00	Apr-17	Aug-18
Lift Station Rehabilitation 2013	Rehabilitation of lift station #60	City of Delray Beach	Harold Williams	(561) 243-7161	hwilliams@cityofdelray-beach.fl.us	100 NW 1st Ave, Delray Beach, FL 33444	\$ 29,750.00	Jun-13	Jul-13
Manhole Piggyback	Remove and replace existing 4' diameter manhole with coal tar epoxy coating inside and out and new ring and cover, install bench and invert in the new manhole, remove and replace influent and effluent pipe up to 20' each direction, bypass pumping as needed, and full restoration of the roadway and surrounding area.	City of Delray Beach	Scott Solomon	(561) 243-7161	ssolomon@ci.delray-beach.fl.us	434 S. Swinton Avenue, Delray Beach, FL 33444	\$ 25,940.00	Mar-15	Nov-14
Lift Station and Manhole Rehabilitation 2014 Project	Lift station and manhole rehabilitation	City of Lake Wales	Rendall Britt	(863) 678-4114	abruckner@cityoflakewales.com	201 W. Central Ave. Lake Wales, Florida 33853	\$ 259,644.62	Apr-14	Sep-14
South Water Treatment Plant Improvements	Complete demolition of existing WTP and installation of new prefab pumping station, above ground storage tank, 2 wells and all other WTP appurtenances. Electrical work included installing new power services, ATS and 150 kW generator, making all connections between wells and pumping station and all other instrumentation	City of Mulberry	John Wright	(863)425-1125	jwright@cityofmulberryfl.com	500 S.W. 2nd Street Mulberry, FL 33860	\$ 2,143,000.00	Feb-14	Dec-15
Lift Station No. 34 Pump Rehabilitation	High pressure water blasting, furnish/install 3 inflatable plugs in two, 8" inverts, one 10" invert, coating work, reinstall existing pump base, furnish and install 4" pipe, check valve and gate valve and replace all conduits from wet well up to existing seal offs, install pumps and guide rails, additional core drilling of four 8" holes & removal of unforeseen concrete	City of St. Cloud	Christopher Combs	407-957-7124	c.combs@stcloud.org	1300 Ninth Street St. Cloud, FL 34769	\$ 33,894.00	May-13	Jun-13
Turtle Creek Foremain & Lift Station No. 84	Rehabilitation to include inspection, surface preparations, liner installation, testing, bypass pumping, maintenance of traffic, confined space monitoring/certifications, patching of any areas disturbed or destroyed	City of St. Cloud	Christopher Combs	407-957-7124	c.combs@stcloud.org	155 Corey Avenue St. Pete Beach, Florida 33706	\$ 12,900.00	May-13	Nov-13
Manhole Rehabilitation	convert the City of Sunrise's existing Lift Station 107 from a package wet pit/dry pit configuration to a submersible pump configuration	City of St. Pete Beach	Christopher Combs	407-957-7124	c.combs@stcloud.org	155 Corey Avenue St. Pete Beach, Florida 33706	\$ 24,990.00	May-12	Aug-12
Lift Station 107 Rehabilitation	Annual contract for wastewater gravity sewer rehabilitation by CIPP	City of Sunrise	Gregg Bagnall	(954) 572-2274	G.Bagnall@sunrisefl.gov	10770 W. Oakland Park Blvd., Sunrise, Florida 33351	\$ 494,176.66	Feb-16	Jun-16
Wastewater Gravity Sewer Rehabilitation by Cured in Place Pipe	Rehabilitation of sanitary sewer manholes	City of Tampa	Jim Greiner	813-274-8598	Jim.Greiner@tampabay.gov	306 E Jackson St #2804AN, Tampa FL 33602	\$ 1,048,495.00	Feb-15	Feb-16
Manhole Rehabilitation - Rebid	Rehabilitation of the wet wells of four lift stations. Bypass pumping and control of sewage flows for the duration of the wet well rehabilitation work.	City of Tarpon Springs	James Wheaton	(727) 942-5615	jwheaton@tssfl.us	324 East Pine Street Tarpon Springs, Florida 34688-5004	\$ 18,525.00	Mar-16	Apr-16
Lift Stations Upgrades	Rehabilitation of mentioned lift stations	City of Titusville	Jimmy Gager	(321) 383-5767	jgager@titusville.org	555 South Washington Avenue, Titusville, Florida 32796	\$ 73,435.00	Mar-12	Apr-12
Lift Stations Nos. 6, 7, & 9 Rehabilitation	repair damaged concrete slabs, columns and elevated walkways at the ECRWRF Equalization Basin. The Work shall include cleaning the basin, removing unsound concrete, preparing the concrete and reinforcing bars, replacement of damaged reinforcing basin, epoxy adhesive injection, epoxy mortar backfill, repair of construction and expansion joints, and fabrication and installation of escutcheon plates	City of Treasure Island	Mike Helfrich	(727) 574-4575	mhelfrich@mytreasureisland.org	1008th Ave., Treasure Island, FL 33706	\$ 884,000.00	Aug-16	Dec-16
Structural Repairs of the Flow Equalization Basin for East Central Regional Water Reclamation Facility	refurbishing/repair/replacement of concrete, and metal lift station components along with site related improvements for Lift Station Nos. 11, 12, 13, 15A, 17A, 18, 119, 25, 40, 41, 42, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 67, 102, 201, 202, 203 and 20	City of West Palm Beach	Jay Kwag	(561) 822-2100	jkwag@wpb.org	401 Clematis St., 4th Floor, West Palm Beach, FL 33401	\$ 424,770.00	Sep-12	Feb-13
Lift Station Rehabilitation Phase II	Booster Pump Station Rehabilitation & Modifications	City of Weston	Sabrina Baglieri	(954) 385-2000	sbaglieri@cdwin-floridano.com	17200 Royal Palm Blvd, Weston, FL 33326	\$ 1,127,059.28	Sep-12	Mar-13
Phipps Park Booster Pump Station Rehabilitation & Modifications	Set up Bypass pump from terminal manhole to existing pump out connection, Vactor clean wet well, Remove pump equipment and piping from existing triplex configuration, Provide and install load plates for under pump base elbows, guide rails, upper brackets, crossover flushing valve and 6" piping complete through chimney walls to existing isolation valves.	City of West Palm Beach	Daniel Roberge	(561) 822-2100	droberge@wpb.org	401 Clematis St. 5th Floor, West Palm Beach, FL 33401	\$ 219,033.50	Aug-11	Apr-12
7th St. SW RWBS Pump and VFD Replacement	Turnkey installation of the Upper Sugarloaf and the Summerland Master lift stations. Furnish and install precast lift stations and valve vault, pumps, piping & wet well accessories. Help with FR&L coordination. Water Service to be installed to just outside lift station fence and tied in by others. All restoration on lift station plans is including (i.e. fencing, sidewalk, drives etc.), all electrical work for operable lift station, furnish and install RTU components and coordination with Ramrod Key Facility. Dewater into prime contractor supplied injection well. All incoming and outgoing piping will be extended to the boundary of the lift station for tie-in by HGI.	Collier County	Nicole Parker	(239) 252 - 4270	nicoleparker@collier.gov	3327 Tamiami Trail E, Naples, FL 34112	\$ 653,400.00	May-13	Mar-14
Lift Station #30 & #32 Rehabilitation	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Coral Springs	Steve Seigfried	(954) 796-6668	steves@ladistricts.com	10300 NW 11th Maror, Coral Springs, FL 33071	\$ 97,710.00	Aug-12	Aug-12
Cudjoe Regional Wastewater Inner Islands Collection System		Cudjoe Inner Islands	David Tregreen	772-834-9498	DTregreen@fkra.com	2301 W Sample Road, Bldg. 3 Ste 6A, Pompano Beach, FL 33073	\$ 23,133,374.02	Aug-13	Sep-14
Mad Hatter Linda Lakes & I Repairs		Florida Governmental Utility Authority (FGUA)	Michael Wilson	(239) 543-1005	mwilson@fguvserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	\$ 68,700.00	Sep-14	Sep-14

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Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Rehabilitation & Improvements to Master Lift Station 01	Installation of a new Diesel Engine Driven Pump with an integral fuel tank, on a new support foundation and complete with installed piping, valving, electrical and instrumentation wiring and controls; replacement of control panels, electrical conduit, wiring and instrumentation controls for the existing two (2) 75-hp and one (1) 30-hp pumps in the existing wet well; integration of the new electrical power and control systems into the existing standby power generator; piping tie in and modifications to the existing valve box; upgrade to the existing main utility power supply relocation and re-mounting of the existing SCADA telemetry system, antenna and upgrades to the SCADA system I/O and configuration including additions to the existing remote SCADA monitoring system	Florida Governmental Utility Authority (FGUA)	Dwight Perry	(239) 543-1005	dperry@govmserv.com	5660 Bayshore Road, Suite 36, North Fort Myers, FL 33917	\$ 239,180.00	Jul-18	Sep-18
Seven Springs Blvd and Humboldt Ave. 1 & 1 Repairs	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Rob Dickson	(239) 543-1005	rdickson@govmserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	\$ 99,290.00	Nov-14	Jan-15
Seven Springs / Pasco County Replacing Project & Altona Gardens Clean & TV Collection System	Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP	Florida Governmental Utility Authority (FGUA)	Rob Dickson	(239) 543-1005	rdickson@govmserv.com	280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779	\$ 48,096.00	Aug-15	Oct-15
South Hutchinson Island Repump #2 Station Modifications	Installation of 2 new split case pumps @ 75 HP, new 15Kva Transformer, Lighting panel, VFD's for the pumps, outdoor lighting circuit, multiple different instruments, and removal and replacement of existing generator with new 200 kW generator with stand alone fuel tank	Fort Pierce Utility Authority	Keith Stephens	(772) 466-1600	kstephens@fpu.com	206 S 6th St., Fort Pierce/Hutchinson Island, FL 34950	\$ 679,152.23	Jan-13	Dec-15
Lift Stations 23, 87, 117 and 212 Rehabilitation	Remove all interior piping inside the wet well, clean interior walls and repair/fill any voids or exposed seams, coat all new concrete with epoxy, install new base plates, install new HDPE piping and associated support brace.	Lovahatchee River District	Joe Jesteadt	561-747-5700	Joe.Jesteadt@lrrecd.org	2500 Jupiter Park Dr., Jupiter FL 33458	\$ 28,980.00	May-12	Aug-12
Simmons Road Drain Repair	Install 36" CIPP liner, hydraulically de-silt the entire storm drain system prior to lining with CIPP liner and prior to installing the pipe liner. Inspect the host pipe	Nassau County	David Hearn	(904) 491-7377	dhearn@nassaucountynvfl.com	96161 Nassau Place, Yulem FL 32097	\$ 250,000.00	Mar-15	Apr-15
Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations	Lining/Coating of Brick or Precast Manhole, Rehabilitation (Repair and Lining) of structures, Bypass Pumping, Reconstruction Manhole Bench and Flow Channels, Remove and Install Existing Pump Base Plate, Elbow and Guide Rails, Furnish and install PVC, ETC.	Palm Beach County	Joseph Tanacredi	(561) 493-6005	jtanacredi@pcbwater.com	8105 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 419,578.00	Jan-13	Dec-16
Wastewater Lift Stations Rehab	Installation of 8 new lift stations all new pumps and control panels at all stations, along with new antenna and RTU systems, transformers and electrical services. New Permanent generators were installed at two of the stations along with the corresponding ATS	Palm Beach County	Joseph Tanacredi	(561) 493-6000	jtanacredi@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 2,172,785.00	Oct-12	Oct-14
Strategic Wastewater Infrastructure Project Sewer Collection	Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for: Lining of sewer, manhole repair and lining, inflow protectors, repair of gravity sewer and laterals. Repair of 9 wastewater lift stations including wet well, valve vault, coatings, bypass pumping, electrical panels, pumps and concrete pads	Palm Beach County	Joseph Tanacredi	(561) 493-6001	jtanacredi@pcbwater.com	8101 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,918,320.00	Jan-18	Dec-18
Control Panel LS 8102	Install control panel at lift station 8102	Palm Beach County	Joseph Tanacredi	(561) 493-6002	jtanacredi@pcbwater.com	8102 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 14,950.00	Jun-13	Aug-13
Lift Station Rehabilitation South Service Area - Phase II	Install 2 new pumps	Palm Beach County	Joseph Tanacredi	(561) 493-6004	jtanacredi@pcbwater.com	8104 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 308,322.81	Apr-14	Jan-15
I & I Improvements		Palm Beach County	Joseph Tanacredi	(561) 493-6006	jtanacredi@pcbwater.com	8106 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 550,690.00	Nov-13	May-14
Belle Glade Sewer I & I Improvements		Palm Beach County WUD	Duane Palumbo	(561) 493-6000	dpalumbo@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,343,343.00	Feb-15	Jul-15
Sanitary Sewer & Lift Station Wet Well Repairs	Project includes new valve vaults, small wet well riser and top slab install. Lift station receiving entire new flygt pump package with new control panel and junction box to be mounted separate per plans. Wet well to be coated with refratta along with two closest manholes to lift station.	Palm Beach County WUD	Pollop Phononwithoon	(561) 493-6123	phononwithoon@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,488,751.00	Mar-12	Sep-12
E-3 Force main Rehabilitation	E-3 Force main Rehabilitation from Garden Road to Cherry Lane.	Town of Palm Beach	Michael Roach	(561) 838-5440	mroach@townofpalmbeach.com	951 Old Okeechobee Rd, West Palm Beach, FL 33401	\$ 1,205,730.00	Jul-14	Nov-14
Rehabilitation of Monica, Davis Rd., & Professional Plaza Pump Station	Furnishing all labour, equipment and materials for the construction of improvements to the Village's sanitary sewer systems. The work included the complete rehabilitation of three existing pump stations.	Village of Palm Springs	John Rouse	(561) 965-4010	jrouse@vpsfl.org	2216 Cypress Lane, Palm Springs, FL 33461	\$ 586,102.00	Jan-18	Jun-18
Continuing Contract for Wastewater Gravity Lines Rehabilitation	Rehabilitation of wastewater gravity pipelines utilizing the CIPP or Fold and Form Lining method	Palm Beach County WUD	Hassan Hadjimary	(561) 493-6000	hadjimary@pcbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 2,331,350.00	Nov-14	M
Deerfield Rehab Lift Stations	4 Lift Station dry can conversions	City of Deerfield Beach	Fred Scott	(954) 480-4418	fscott@deerfieldbeach.com	150 NE 2nd Ave, Deerfield Beach, FL 33441	\$ 391,710.00	Dec-17	M
Lift Station 41 Upgrades	Lift Station 41 Upgrades, including bypass pumping to allow work to be completed within the wet well; remove and replace pumps, onsite discharge piping, wet well piping, base plates, pump bases, riser pipes, check valves, plug valves, pressure gauges and pump out connection; install new liner in wet well and effluent force main valve vault; remove control panel, power panel; furnish and install control panel, power panel, and emergency generator with belly tank, concrete pad and ATS; provide associated electrical and instrumentation work.	City of Winter Garden	Jim Monahan	(407) 656-4111	jmonahan@cwgofl.com	300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787	\$ 382,420.95	Oct-17	J
Poinciana Sanitary Sewer Manhole Rehabilitation - Group 1 Master Contract	Rehabilitate 49 sanitary sewers manholes	St. Johns County	James Overton	(904) 209-2614	joverton@sjclfl.us	1205 State Road 16, St. Augustine, FL 32084	\$ 210,288.50	Oct-17	M
Sanitary Sewer MH	Rehabilitate fifty (50) sanitary sewers manholes	Board of County Commissioners St. Johns County Florida	James Overton	(904) 209-0150	joverton@sjclfl.us	500 Ssn Sebastian View St. Augustine FL 32084	\$ 190,574.00	Dec-17	M
Lift	Installation of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 310,932.50	Nov-17	J
Lift Station C-18 Rehab	Rehab of existing wet well and installation of a Generator	Brevard County	Owen Callard	(321) 617-7390	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 269,350.00	Sep-18	Jan-19

Meeting Date: 02/13/2024 Item #12.

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Lift Station V-10 Rehabilitation	Rehabilitation of the existing Lift Station V-10 which included removal of the existing pump house, pipes, valves, floats, electrical cables and connections. Project also included submersible pumps, pipes (force main), power cables, floats, upper brackets, stainless steel guide rail, control panel, transfer switch, tower antenna and electrical connections.	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 236,500.00	Jun-17	Jul-17
M-08 Lift Station Replacement	Installation of the proposed Lift Station M-08, including but not limited to the installation of a new wet well, above-grade valving, pumps, risers, valves, piping, control panel, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls, as well as converting the existing Lift Station M-08 wet well to a manhole.	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 354,000.00	May-17	Nov-17
Lift Station 7 & 8 Improvement	Lift Station Improvements	City of Clearwater	Jeff Walker	(727) 562-4827	jeff.walker@myclearwater.com	100 S Myrtle Ave. Clearwater, FL 33756	\$ 1,064,030.00	Oct-17	Aug-18
Master Pump Station Rehabilitation	Modifications to the City of Clewiston's Master Lift Station including but not limited to a new lift station, temporary bypass pumping, demolition, electrical improvements, restoration of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves and fittings, electrical and RTU panels; installation of an electrical demarcation box and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration after completion of rehabilitation.	City of Clewiston	Danny Williams	(863) 983-1484	danny.williams@clewiston-fl.gov	115 W Ventura Ave, Clewiston, FL 33440	\$ 997,356.30	May-17	Apr-18
Lift Station T-26 Rehabilitation	Rehabilitation of Lift Station T-26 to include: rehabilitation of existing wet well, demolition of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves and fittings, electrical and RTU panels; installation of an electrical demarcation box and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration after completion of rehabilitation.	Brevard County	Craig Helping	(321) 633-2089	Craig.Helping@brevardcounty.us	2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940	\$ 128,450.00	Jan-18	Jun-18
Lift Station T-26 Rehab	Rehab of Lift Station including pipes, pumps, and electrical	Brevard County	Owen Callard	(321) 617-7390	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 148,450.00	Jan-18	Jun-18
Lift Station S-05 Rehab	Install of new mechanical equipment, piping and appurtenances	Brevard County	Owen Callard	(321) 617-7390	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 467,500.00	Apr-18	Aug-18
Master Lift Station Generator Replacement	Remove existing generator and turn over to owner. Remove all wiring associated with existing generator system between generator and ATS and replace with new. Provide new 80KW, 480V, 3phase generator with 200 gallon subbase tank and weather-proof enclosure and critical grade stainless steel silencer.	City of Atlantis	Joseph Kusnir	(561) 242-0028	stormwater@gmail.com	260 Orange Tree Drive, Atlantis, FL 33462	\$ 57,100.00	Jan-18	Feb-18
Master LS Generator Replace	Installation of a generator at the master lift station	City of Atlantis	Mo Thornton	(561) 965-1744	mthornton@atlantislifl.com	260 Orange Tree Dr, Atlantis, FL 33462	\$ 57,100.00	Jul-17	Feb-18
Australian Ave Sanitary Sewer & Parking Lot Improvements	Gravity sanitary sewer replacement, pavement removal and reconstruction	Town of Palm Beach	John Cairnes	(561) 838-5440	john.cairnes@mockros.com	951 Okeechobee Drive, West Palm Beach, FL 33401	\$ 228,580.00	Jun-17	Oct-17
Wastewater Lift Station No. 8 & 16	Rehabilitation of Lift Station No. 8 & 16, including, but not limited to, bypass pumping, restoration of existing wet well, fencing, demolition of the existing manholes, structural repairs, construction of new valve vaults, submersible pumps, associated force main piping and valves, control panel and associated electrical equipment, and instrumentation	City of St. Pete Beach	Ian Wade	(727) 363-9254	lwade@stpetebeach.org	155 Corey Avenue, St. Pete Beach, Florida 33706	\$ 544,431.43	Apr-17	Dec-17
Melaleuca & Kirk Road	Remove and Replace approximately 270LF of 60" RCP with new headwall south of the intersection of Kirk Rd and Melaleuca Lane.	Palm Beach County	Mark Kroeger	(561) 616-6800	mikroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 198,000.00	Aug-17	Nov-17
WO #10 Woolbright Inlets	Remove and replace 24' of 18" RCP piping and type PS inlet top and bottom approximately 8' deep within edge of roadway	Palm Beach County	Mark Kroeger	(561) 616-6800	mikroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 98,000.00	Apr-17	Jun-17
WO #12 Aladdin	Remove and Replace approximately 76LF of 36" RCP at 3860 Aladdin Avenue.	Palm Beach County	Mark Kroeger	(561) 616-6800	mikroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 75,200.00	Feb-17	Mar-17
WO #13 Kirk storm part 2	Rehabilitation of approximately 447 LF of 48" - 60" RCP south of the intersection of Kirk Rd and Melaleuca Lane. Quote includes rehabilitation of storm line within Melaleuca Lane performed.	Palm Beach County	Mark Kroeger	(561) 616-6800	mikroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 171,700.93	Jul-17	Sep-17
WO#16 Lyon Forest Hill	Drainage improvements per project scope and drawings	Palm Beach County	Mark Kroeger	(561) 616-6800	mikroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 101,659.32	Jun-18	Sep-17
WO #18 Florida Blvd	Drainage Improvements 24"	Palm Beach County	Mark Kroeger	(561) 616-6800	mikroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 50,461.06	Jul-17	Aug-17
WO#19 Riverside	Drainage Improvements 18", Driveway and Curbing Repairs	Palm Beach County	Mark Kroeger	(561) 616-6800	mikroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 58,250.00	Aug-17	Sep-17
Riverside	Drainage Improvements 18", Asphalt Repairs	Palm Beach County	Mark Kroeger	(561) 616-6800	mikroeger@pcb.gov.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 31,395.30	Aug-17	N
Lift Station #22 - 58L Replacement	Conversion of S+C Station to Submersible Lift Station - Lift Station 84 Rehabilitation	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 59,580.00	Aug-17	F
Lift Station M18	Rehabilitation to lift station M-18	Brevard County	Owen Callard	(321) 933-2089	owen.callard@brevardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 123,700.00	Aug-17	N
Lift Station #1 Rehabilitation	Lift Station #1 Rehabilitation	City of Holly Hill	Walt Smyser	(386) 490-1249	Wsmysr@hollyhill.org	4401 East Port Pkwy, Port Orange, FL 32127	\$ 510,000.00	Sep-17	F
Lift Station 7 -17W07	Install High Density Polyethylene (HDPE) sheet lining in the lift station/pump station wet wells and manholes, mobilization, bypass pumping (as Additional Pricing), removal of any existing deteriorated coating, preparation of lift station structure to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the lift station, applicable QA/QC testing, clean-up, and demobilization.	City of Holly Hill	Walt Smyser	(386) 490-1249	Wsmysr@hollyhill.org	4401 East Port Pkwy, Port Orange, FL 32127	\$ 289,000.00	Nov-17	M
Septy 10 LS Rehab 2017	Rehabilitation to 10 lift stations across the County	Seminole County	Jeff Lane	(407) 665-2558	lane@seminolecountycl.gov	4903 Wayside Dr, Sanford, FL 32771	\$ 539,636.66	Oct-17	N
Palm Beach County Lift Station Rehabilitation Continuing Construction Contract	Complete electrical system at Lift Station No. 21	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 531,643.60	Sep-17	Mar-18

Meeting Date: 02/13/2024 Item #12.

Job Name	Scope of Work	Municipality	Municipality Project Manager	Municipality Phone	Municipality Email	Municipality Address	Original Contract Amount	Start Date	End Date
Replacement Lift Station 21	Replacement of Lift Station 21	City of Cooper City	Steve Blanchard	(954) 434-4300	sblanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 520,568.78	Sep-17	Mar-18
Pipe Draining and Video, And Drainage Repair on Various State Roads	Drainage repair district wide	FDOT	Wayne Harris	(863) 519-2382	Wayne.Harris@dot.state.fl.us	N Franklin Street Suite 1400, Tampa, FL 33602	\$ 306,580.00	Oct-17	Jun-17
Lift Station T-04 Rehab	Rehabilitating existing submersible LS including a new valve pad, tie-in to the existing force main, new control panel, new telemetry tower, site grading, new access driveway	Brevard County	Owen Callard	(321) 933-2089	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 195,172.81	Jul-18	Nov-18
Lift Station 29 Replacement	to provide maintenance and construction for water, wastewater and reuse projects	City of Altamonte Springs	Karen McCullen	407-574-8335	kmcullen@altamonte.org	225 Newburyport Avenue, Altamonte Springs, FL 32701	\$ 850,000.00	Sep-16	Jul-17
2016 Telemetry Information Management System Upgrade	Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to provide and install new remote terminal units (RTUs) with programmable logic controllers (PLCs) to control 50 lift station with associated level transducers, transformers, antenna, solar panels with controllers.	Palm Beach County WUD	Andre McBarnett	(561) 493-6104	amcBarnett@pbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 1,462,251.50	Feb-17	Aug-18
Greenacres Drainage Improvements	Drainage improvements within 1st Street between the 40 feet west of Swain Boulevard to 130 feet west of Jackson Avenue	City of Greenacres	Zach Gamble	(561) 642-2013	zgamble@craventhompson.com	5800 Melaleuca Lane, Greenacres, FL 33463	\$ 311,148.50	Jun-17	Oct-17
2017 Storm drain Pipe Lining	perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes	City of Ormond Beach	Alex Schumann	(386) 676-3306	Alex.Schumann@ormondbeach.org	22 South Beach Street, Ormond Beach, FL 32174	\$ 269,210.00	Mar-17	Jul-17
Lining - 16-092	10,000 LF Lining	Palm Beach County WUD	Pollop Photopornwithoon	(561) 493-6123	photopornwithoon@pbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 99,621.50	Nov-16	Apr-17
Lift Station 139 Minor Rehab	Lift Station 139 Minor Rehab	City of Sunrise	Joe Mazzella	(954) 572-2277	jmazzella@cityofsunrise.gov	14150 NW 8th St, Sunrise, FL 33325	\$ 41,200.00	Apr-18	May-18
Sand Dollar LS 3 & 4 Repairs	Improvements to the Sand Dollar 3&4 Lift Station	St. Johns County Utility Department	James Overton	(904) 209-2614	joverton@sjcfl.us	1205 State Road 16, St. Augustine, FL 32084	\$ 119,490.00	Jul-18	Sep-18
Lift Station #44 - CWPB	Install vertical pumps, motors, and pump control valves, including all accessories	City of West Palm Beach	Yanice Mercado	561-494-1061	YMercado@wpb.org	50 South Military Trail, Suite 110, West Palm Beach, FL 33415	\$ 838,153.00	May-18	Sep-19
Blue Cypress Lake Rd Culvert	replacement of an existing culvert crossing. Elliptical Reinforced Concrete Pipe (ERCP); temporary canal bypass, temporary sheet pile, earthwork, pavement replacement, maintenance of traffic, erosion control	Indian River County	Kristen Lelendecker	(772) 226-1416	klelendecker@irgov.com	1800 27th Street, Vero Beach, FL 32960	\$ 176,000.00	Apr-18	Jun-18
Lift Station # 3 - Lining	Gravity sewer main lining in lift station #3 basin area	City of North Lauderdale	George Krawczyk	(954) 597-4754	GKrawczyk@nlauderdale.org	701 Southwest 71st Ave, North Lauderdale, FL 33308	\$ 136,609.00	Mar-18	Oct-18
Earman River Trans Pump Stat	Install a water detection switch in the main mops pump station; install a manufactured pump station in a fiberglass wet well with 2, 40 HP main water pumps	Village of North Palm Beach	Adam Swaney	(561) 691-3442	aswaney@earmanubvgo.com	501 US Highway One, North Palm Beach, FL 33408	\$ 346,680.00	Aug-18	Sep-18
Manhole Rehab - Tarpon Springs	Rehabilitation of sanitary sewer manholes	City of Tarpon Springs	Rodney Rainey	(727) 942-5615	rrainey@ctsfli.us	324 East Pine Street, Tarpon Springs, FL 34688	\$ 33,975.00	May-18	Jul-18
Emerg Sewer Repair - Seaport	Minimum Service Charge to Mobilize and attempt to locate/repair leaking sewer. (\$2,000 mobilization, and up to 10 hours work included in price. Each additional hour worked after the 10 hours will be billed at \$500/hour.)	Village s of Seaport Condominium Association Inc.	Betty Walsh	(321) 748-6400	VOS-Manager@cfrr.com	120 Seaport Blvd, Cape Canaveral, FL 32920	\$ 6,500.00	Apr-18	May-18
Rock Creek Manholes	Manhole Coating	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 19,665.00	Apr-18	May-18
Utilities Complex Electrical	Electrical work utl storage building	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 19,780.00	May-18	Jun-18
Lift Station #16 Piping	LS Piping	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 14,520.00	May-18	Jun-18
Emergency - Belle Glade SEPTIC	Emergency - Belle Glade SEPTIC	Palm Beach County WUD	Gerardo Castellano	(561) 493-6033	gcastellano@pbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 38,325.00	Jun-18	Jul-18
Garden Lakes	Sanitary Sewer and Stormwater Rehabilitation and infrastructure repair	Seminole County	David Omberg	(407) 665-5699	dombes@seminolecountyfl.gov	500 West Lake Mary Blvd, Sanford, FL 32773	\$ 86,702.00	May-18	Jun-18
Top Slab Replacement	8' diameter concrete top slab, H-20 hatch	City of Cooper City	Steve Blanchard	(954) 434-4300	SBlanchard@coopercityfl.org	9090 SW 50th Place, Cooper City, FL 33328	\$ 8,700.00	Jun-18	Jul-18
Construction Services for Brighton Reservation	Construction Services for the installation of cast in place pipe rehabilitation at the Brighton Reservation	Seminole Tribe of Florida	Emran Rahaman	(954) 966-6300	emran.rahaman@semitribe.com	6300 STIRLING ROAD, HOLLYWOOD, FLORIDA 33024	\$ 100,706.00	Feb-19	Apr-19
Lift Station No. 4 Minor Rehabilitation	Rehabilitate existing submersible-style waste water plant lift station by removing and re-installing existing pumps and electrical equipment, cleaning and relining wetwells where needed, replacing existing piping in the wetwell and valve vault, replacing bypass connections, and making other improvements	City of Sunrise	Mark Pacitti	(954) 572-2272	mpacitti@sunrisefl.gov	10770 Sunrise Oakland Park Blvd., Sunrise, Florida 33351	\$ 89,947.20	Jan-19	Feb-19
Water and Sewer Lines Abandonment Project	abandonment of existing water and sewer mains along with service lines with concrete grout within the boundary of Commerce Park including removal of existing fire hydrants and coat well.	City of Lauderdale Lakes	Masood Nasir	(954) 535-2700	mnasir@lauderdalelakes.org	4300 NW 36th Street Lauderdale Lakes, FL 33319	\$ 81,981.41	Jan-19	Jan-19
Lift Station 383 - Rehabilitation	Gravity sewer main cleaning, bypass pumping, install of 11,017 LF of 8" CIPP liner	City of Miramar	Jim Frawley	(954) 602-3115	jfrawley@miramarfl.gov	2300 Civic Center Place Miramar, FL 33025	\$ 52,862.00	Apr-19	May-19
Gravity Sewer	Gravity sewer main cleaning, bypass pumping, install of 11,017 LF of 8" CIPP liner	City of Zephyrhills	Mike Perry	813-780-0000	mperry@cityzephyrhillsfl.us	39825 Alston Ave Zephyrhills, FL 33542	\$ 343,828.31	Oct-18	Oct-18
Big Crest Haven LS Rail Replacement	Remove and replace SS guide rails and brackets vacuum truck (for cleaning)	Village of Palm Springs	Andrew Klausner	(561) 965-4013	aklausner@vpsfl.org	2216 Cypress Lane Palm Springs, FL 33461-1699	\$ 9,330.00	Feb-19	Feb-19
Lift Station 5133 Emergency Repairs	Remove and Replace (3) -10" Riser Pipes from the Base Elbow up to the Check Valve - Triples Remove and Replace T- Rails Supply and Install 24" -30" Plug Re-Anchoring of the Elbows as needed	Palm Beach County WUD	Gerardo Castellano	561-493-6033	G.Castellano@pbwater.com	8100 Forest Hill Blvd, West Palm Beach, FL 33413	\$ 57,200.00	Jan-19	Feb-19
Traveler RV Park	Emergency removal and replacement of up to 10 LF of 8" sewer pipe in the Palm Beach Traveler Park	Palm Beach Trailer RV Park	Bob Wolf	216 905 6202	info@palmbeachtraveler.com	6159 Lawrence Rd Lake Worth, FL 33462	\$ 27,800.00	May-19	Jun-19
Lift Station #38 Replacement	The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled, Lift Station 5-08 Replacement, as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents.	Brevard County	Owen Callard	(321) 617-7390	owen.callard@bervardfl.gov	2725 Judge Fran Jamieson Way, Viera, FL 32940	\$ 468,250.00	Aug-18	Aug-18

Meeting Date: 02/13/2024 Item #12.



Hinterland Group Inc
 2051 W Blue Heron Blvd.
 Riviera Beach, FL 33404

As of: 11/02/2022

CIPP Roster: Position, Experience, Expertise, Licenses

Name	Position	Years of Experience	Expertise	Licenses
Jacob Crowe Percentage of time Assigned to Work: - As Needed	General Manager / Project Manager	23 - Utility Construction 8 - Lining	CCTV PACP Liner Installation, Liner Curing Wet-Out Grouting/Pressure Testing Robotic Service Reconnection	PACP MACP LACP
Butch Forrester Percentage of time Assigned to Work: - As Needed	Project Manager	22	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT Geophysical Survey
Kevin Orłowski Percentage of time Assigned to Work: - As Needed	Assistant Project Manager	5	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP LACP
Kaj Rasmussen Percentage of time Assigned to Work: - As Needed	Superintendent	23	CCTV PACP Liner Installation, Liner Curing Grouting/Pressure Testing Robotic Service Reconnection	PACP HAZWOPER FDOT MOT
Carlos Angulo Percentage of time Assigned to Work: - As Needed	Foreman	5	Liner Curing Liner Installation	FDOT MOT
Ivan Pulido Percentage of time Assigned to Work: - As Needed	Robotics Operator / Mechanic Laborer	12	Liner Curing, Liner Installation Wet-Out Grouting/Pressure Testing Robotic Service Reconnection	CDL



As of 8-17-21

Installed Liner Quantities

	Avg Diameter	Total Footage Installed
Palm Beach County / R&B	8.586750789	276521
Homestead	7.8203125	20525
Lake Park	32.333333333	1298
Cypress Lakes HOA	27	822
Winter Springs FDOT-E5U37	34	672
City of Palmetto	18	93
Charlotte County	24.47692308	38411
FDOT Martin County	19.5	1877
Desoto	24	157
Bradenton	9.096153846	10127
Delray	9.629411765	25139
Lauderdale by the Sea	8.665322581	19293.9
Golden Bear Properties	27	858
Ormond Beach	20	2842
Clay County	34.90909091	1525
Cape Coral	8.177884615	15054
Manatee County	21.33510638	13856
Riviera Beach	8	1298
Tampa	10.20673077	26181
City of West Palm Beach	14.40140845	21878
Clearwater	11.80769231	31511.7
Zephyrhills	8.623853211	34633
Lake Worth	12.75	1722
Bartow	15.875	509
Maitland	8	1144
Nassau County	36	995
Mangonia Park	8	12795
Village of Golf	9.694444444	2309
Town of Lantana	10	20000
Lantana Airport	19.2	606
FGUA	8	6000
City of Lake City	12.25	8856
Seminole County	10.55147059	17020
Colonial Estates HOA	8	3500
City of Maitland	8	2136
Sebring	8	1685
Miramar	9	375
N Lauderdale	7.875	24873

Palm Beach Gardens	26.76923077	1379
Polk County	20.28942308	51455
Loxahatchee River/Jupiter	10.74202128	29140
Martin County	27.2195122	6109
Mulberry	8.833333333	3391
Stuart	9.022727273	3329
Seminole Tribe	8	3353
Hickory Ridge	18	92
Fort Lauderdale	19.5	1395
FLO-TECH FDOT	18.85714286	463
Cypress Lakes	23.28358209	7087
Dade County (Miami)	7.822222222	22722
River Ridge	18	510
Santa Rosa County	39.53846154	981
Okeechobee	24	63
Naples	12.25	14092
Cooper City	7.708333333	9344
Pensacola ECUA	8.076446281	49926
Palm Coast	44	828
Orange County	8.049479167	79380
Pipers Landing	28.5	750
Coral Ridge	23.57142857	916
Largo	8.262886598	25908
Lantana	12.425	2577
Lands End	18	32
FPL	18	356
Lee County	27	972
Tequesta	22.82142857	4895
Sarasota	8.021551724	23347
Maestre	7.75	352
Titusville	25.90909091	3952
Lakewood Villas	7.75	387
Ocean Ridge	8.875	500
Palm Bay	24	188
Brevard	25.5	266
SWA Leachate	12	470
Englewood	7.75	15217
St Lucie	20.25	511
Lauderdale Marine	15	236
Georgetown	24	688
Goldsboro	7.75	3502
Newberry	7.75	1405
Wellington	17.57142857	2832
Village of North Palm Beach	36	620
Atlantis	7.75	875
PGA Village	31.5	338
Bay County	31.36363636	1618

Breakfast Point	60	159
Hallandale	18	18
TOTAL FOOTAGE		1,028,023.6



Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404

3/8/2021

For questions or comments please contact us at (561) 640-3503

Meeting Date: 02/13/2024 Item #12.

REFERENCE LIST

Owner	Project Title	Completion Date	Contact Information	Cleaned, Teledvised and Lined Linear Footage	Diameters
Palm Beach County Water Utilities Department	12-063, 14-088, 16-092, 17-016, 16-092	On going	Contact: Pollop Phonpornwithoon Phone: 561-493-6154 PPhonpornwithoon@bcwater.com	255,746	8"-24"
City of Clearwater	Sanitary Sewer Rehab – Section A CIPP – Annual Contract	Annual Contract held since February, 2015	Contact: Rose Lara Phone: 727-224-7062 Rose.Lara@myClearwater.com	28,225	8" to 24"
Palm Beach Gardens	Stormwater Project	On Going	Contact: Daniel Widdick 561-804-7044 dwiddick@pbgrfl.com	1,379	12"-36"
Polk County	Storm Water Project	On Going	Contact: Doug Gable 863-535-2285 DougGable@polk-county.net	37,992	15"-36"
Charlotte County	Storm Sewer Rehab.	On Going	Contact: Randy Vowell 575-3680 Randy.Vowell@charlottefl.com	24,566	12"-72"
N Lauderdale	I&I Program	On Going	Contact: George Krawczyk, P.E., CFM 954-724-7070 gkrawczyk@nlauderdale.org	24,873	8"-10"
Manatee County	Storm Improvements	On Going	Contact: Clint Rimer 941-708-7430 clint.rimer@mymanatee.org	13,441	12"-36"
Martin County	Stormwater Infrastructure	On Going	Contact: Nick Murcia 288-5761 nmurcia@martin.fl.us	5,229	12"-60"
Zephyrhills	I&I Program	Jan, 2017	Contact: Joey Theel 813-780-0006 JTheel@cizephyrhills.fl.us	34,633	8"-12"
City of Naples	CIPP Lining	On Going	Contact: Bob Dorta 239-213-5117 rdorta@naplesgov.com	14,092	12"-36"
City of Largo	CIPP Lining	On Going	Contact: Brian Highnote 727-587-6713 X 4402 bhighnote@largo.com	21,964	12"36"
Town of Palm Beach	E-3 Forcemain Rehabilitation	November, 2014	Contact: Doug Terry 561-838-5440 Dterry@townofpalmbeach.com	6,000	12" Force main
Town of Lantana	CIPP and Manhole Rehab 2015	June, 2015	Contact: Darrell Blom 561-540-5750 Dblom@lantana.org	20,000	8" to 12"
City of Delray	CIPP Lining	On going	Contact: Spencer Britt 561-243-7164 Britt@mydelraybeach.com	25,199	8"-12"
Ormond Beach	I&I Program	July, 2017	Contact: Alex Schuman 386-676-3306 Alex.Schumann@ormondbeach.org	2,842	12"-36"



BID TABULATION

Bid No.: ITB 2023-6-UTL
 Bid Title: Pump Station #55 Generator Replacement
 Bid Opening Date: 12/6/2023 @ 3:00PM
 Distribution Stats: 37 Planholders, 1,880 Bidders Notified, 3 Bids Received

Vendor Name	GlobalTech Inc.	Hinterland Group Inc.	Southern Underground Industries
FEIN	65-0577611	20-5156844	26-2521235
Bid Form	Received	Received	Received
List of Subcontractors/Suppliers	Received	N/A	Received
Reference Form	Received	Received	Received
Public Entity Crimes (PEC) Form	Received	Received	Received
ADA Affidavit	Received	Received	Received
Business Entity Affidavit	Received	Received	Received
Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)	N/A	N/A	N/A
W-9, Request for Taxpayer Identification Number	Received	Received	Received
Proof of Workers Compensation Insurance or Exemption	Received	Received	Received
Proof of Liability Insurance	Received	Received	Received
Ownership Disclosure Affidavit	Received	Received	Received
Drug-Free Workplace Certificate	Received	Received	Received
Employee Background Verification Affidavit	Received	Received	Received
Scrutinized Companies Affidavit	Received	Received	Received
Non-Conflict of Interest Statement	Received	Received	Received
E-Verify Form	Received	Received	Received
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Received	N/A	Received
Bid Bond (5%)	Received	Received	Received
Grand Total	\$ 913,840.47	\$ 767,500.00	\$ 1,205,585.00

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #12.



Vendor: Hinterland Group, Inc. FEIN: 20-5156844	Does Vendor appear on the following:	
	YES	NO
Florida Convicted Vendor List	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Florida Suspended Vendor List	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Scrutinized Companies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Broward County Debarred List	<input type="checkbox"/>	<input checked="" type="checkbox"/>
State of Florida Corporations (Sun Biz)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E-Verify	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verified by: Purchasing	Date: Thursday, January 11, 2024	

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #12.

[Home](#) / [Business Operations](#) / [State Purchasing](#) / [State Agency Resources](#) / [Vendor Registration and Vendor Lists](#) / [Convicted Vendor List](#)

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

There are currently no vendors on this list.

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #12.

[Home](#) / [Business Operations](#) / [State Purchasing](#) / [State Agency Resources](#) / [Vendor Registration and Vendor Lists](#) / [Suspended Vendor List](#)

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to [section 287.1351, Florida Statutes](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [ 575.8 kB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. [ 111.8 kB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC [ 85.9 kB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. [ 320.2 kB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC [ 1.8 MB]

Updated 12/10/19

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #12.

December 19, 2023
Page 3

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgaz	Iran	Russia	June 4, 2019	Yes
GPN Capital SA	Iran	Luxembourg	June 4, 2019	Yes
Harbin Electric Co. Ltd.	Sudan	China	September 19, 2007	Yes
Hindustan Petroleum Corporation Ltd	Sudan & Iran	India	June 13, 2018	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes
KLCC Property Holdings Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Kunlun Energy Company Ltd.	Sudan & Iran	Hong Kong	September 19, 2007	Yes
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #12.

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold.

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
Betsah Invest SA	Luxembourg	August 2, 2016	Yes
Betsah SA	Luxembourg	August 2, 2016	Yes
Cactus SA	Luxembourg	August 2, 2016	Yes
Co-operative Group Limited	United Kingdom	September 26, 2017	Yes
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016	Yes
Morningstar, Inc (Sustainalytics)	United States	October 25, 2023	Prior to 10/25/24 if not resolved
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021	Prior to 10/25/24
Hindustan Unilever Ltd	India	July 29, 2021	Yes
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021	Yes
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021	Yes
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021	Prior to 10/25/24
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021	Yes
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021	Yes
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021	Yes
Unilever Finance Netherlands BV	Netherlands	July 29, 2021	Yes



December 19, 2023
Page 2

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
(Unilever PLC bond issuance)			
Unilever Ghana Ltd	Ghana	July 29, 2021	Yes
Unilever Nigeria Plc	Nigeria	July 29, 2021	Yes
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021	Yes
# of Companies that Boycott Israel	18		

No companies were removed from the **Scrutinized Companies that Boycott Israel List** during the quarter.

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #12.

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

- [Federal Debarred Supplier List](#)
- [State of Florida Debarred Supplier Lists](#)
- [State of Florida List of Scrutinized Companies doing business with Iran and Sudan](#)

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svcs & Consulting Svcs	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JIM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
Coastal Carting Ltd.	03/16/96	Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Utilities, Inc.	03/05/99	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
Compass Corp.	06/29/04	Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Control Press	06/29/04	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Cordes Door Co., Inc.	09/01/96	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Cox & Palmer Const. Corp.	03/14/89	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Custom Design To A Tee	05/15/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Degen's Lawn & Garden Inc.	11/04/11	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Digital Comm Inc.	05/16/11	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Dixie Lock & Supply Inc.	02/17/92	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Federal Fence Co., Inc.	11/12/90	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
		Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
		Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92

Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance
Check List

Meeting Date: 02/13/2024 Item #12.

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P06000086423

Entity Name: HINTERLAND GROUP INC.

Current Principal Place of Business:

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Current Mailing Address:

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404 US

FEI Number: 20-5156844

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WYNNE, RYAN J ESQ.
1015 W INDIANTOWN ROAD
SUITE 101-A
JUPITER, FL 33458 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: RYAN J WYNNE, ESQ.

04/05/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PSTD
Name DUKE, DANIEL A III
Address 992 W. 15TH STREET
City-State-Zip: RIVIERA BEACH FL 33404

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANIEL A DUKE III

PSTD

04/05/2023

Electronic Signature of Signing Officer/Director Detail

Date

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #12.

<u>Employer</u>	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>	<u>Workforce Size</u>	<u>Number of Hiring Sites</u>	<u>Hiring Site Locations (by state)</u>
Hinterland Group, Inc.		Open	08/21/2020		100 to 499	1	FL



Memorandum

TO: Raj Verma, Utilities Director
FROM: Purchasing
THRU: Ryan Eggleston, City Manager
DATE: January 3, 2024

SUBJECT: Pump Station #55 Generator Replacement, ITB 2023-6-UTL

The Purchasing Division issued an Invitation to Bid (ITB) for Pump Station #55 Generator Replacement, ITB 2023-6-UTL. This formal competitive solicitation process complies with the City of Cooper City procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was broadcast on October 27, 2023, to one thousand eight hundred and eighty (1,880) prospective bidders via the DemandStar. Additionally, the ITB was advertised in the legal notices section of the Sun-Sentinel.
- The Utilities Staff and Purchasing conducted one (1) Mandatory pre-bid meeting that afforded attendees the opportunity to ask technical questions, as well as, allow a site visit of the Pump Station.
- Thirty-seven (37) vendors downloaded the bid documents of the ITB.
- On December 6, 2023 at 3:00 P.M. EST, the Purchasing Division closed and unsealed three (3) responses. The responses were reviewed by the Purchasing Division to ensure the responses met the ITB requirements.
- The apparent lowest responsive and responsible offeror, Hinterland Group Inc. met all the ITB requirements.
- The Purchasing Division relayed the submittals to the Utilities staff and Chen Moore and Associates, Inc., engineer of record, for additional review and concluded that Hinterland Group Inc response met all the requirements of the ITB.
- Reference checks were conducted on Hinterland Group Inc and revealed positive ratings.

In summary, Hinterland Group Inc is the lowest, responsive and responsible offeror able to meet the ITB requirements; therefore, the award recommendation of this contract is to Hinterland Group Inc.

Att. Tabulation Summary, Bid Tabulation, Scope of Work

cc: Hamid Nikvan, Assistant Director of Utilities



BID TABULATION

Bid No.: ITB 2023-6-UTL
Bid Title: Pump Station #55 Generator Replacement
Bid Opening Date: 12/6/2023 @ 3:00PM
Distribution Stats: 37 Planholders, 1,880 Bidders Notified, 3 Bids Received

Vendor Name	GlobalTech Inc.	Hinterland Group Inc.	Southern Underground Industries
FEIN	65-0577611	20-5156844	26-2521235
Bid Form	Received	Received	Received
List of Subcontractors/Suppliers	Received	N/A	Received
Reference Form	Received	Received	Received
Public Entity Crimes (PEC) Form	Received	Received	Received
ADA Affidavit	Received	Received	Received
Business Entity Affidavit	Received	Received	Received
Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)	N/A	N/A	N/A
W-9, Request for Taxpayer Identification Number	Received	Received	Received
Proof of Workers Compensation Insurance or Exemption	Received	Received	Received
Proof of Liability Insurance	Received	Received	Received
Ownership Disclosure Affidavit	Received	Received	Received
Drug-Free Workplace Certificate	Received	Received	Received
Employee Background Verification Affidavit	Received	Received	Received
Scrutinized Companies Affidavit	Received	Received	Received
Non-Conflict of Interest Statement	Received	Received	Received
E-Verify Form	Received	Received	Received
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Received	N/A	Received
Bid Bond (5%)	Received	Received	Received
Grand Total	\$ 913,840.47	\$ 767,500.00	\$ 1,205,585.00

- SCOPE OF WORK

The City of Cooper City Utilities Department is proposing to replace the existing Pump Station #55 Generator. The City's sewage Pump Station #55 has been in service since the last 1980's operating with most of the original equipment still in service. The project will consist of the existing pump station generator including electrical, power, control, and lighting replacement. Proposed improvements consist of replacing the new generator outside of the existing generator room and will include a sound-attenuating, weatherproof enclosure, and sub-base fuel tank. Additionally, a concrete generator pad is included in the scope of work. The project also includes the installation of a permanent 12-inch bypass force main. Force main work includes all necessary valves, fittings, and connections. The objective of this ITB is to secure the services of a qualified, experienced, and reliable contractor that will promptly and efficiently provide the City with the materials, equipment, and services necessary to execute the work at the lowest price, in compliance with industry standards, federal, state and local requirements and the terms, conditions and specifications of this solicitation. No compensation will accrue, be owed or paid to the awarded bidder unless the contract has been fully executed, Notice to Proceed provided, a purchase order has been issued with accompanying Task Order or Work Authorization and the work of the contract has been completed as accepted and approved by the City.



CERTIFICATE OF LIABILITY INSURANCE

Meeting Date: 02/13/2024 Item #12.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	CONTACT NAME: PHONE (A/C No., Ext): (772) 426-9973		FAX (A/C No.): (772) 872-5870
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : FFVA Mutual Insurance Company			10385
INSURED Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	WC840-0805462-2023A	1/31/2023	1/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage.

CERTIFICATE HOLDER

CANCELLATION

CITY OF COOPER CITY 9090 SW 50TH PLACE COOPER CITY, FL 33328	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jennie Janman</i> <JNL>
--	--



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Utilities Department

DATE: February 13, 2024

SUBJECT: Motion to approve and authorize a Piggyback Agreement with City of Ocala contract with Miller Pipeline, LLC, in the amount of not to exceed \$451,233.75 and a contingency in the amount of \$45,000.00 to perform wastewater collection system rehabilitation, sewer gravity main and lateral lining, cleaning, and TV inspection services through January 2025, and run concurrently with City of Ocala Contract, subject to its extension with the terms and conditions acceptable to the City, including funding. – **Utilities**

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval and authorization of a Piggyback Agreement with City of Ocala contract with Miller Pipeline, LLC, in the amount of not to exceed \$451,233.75 and a contingency in the amount of \$45,000.00 to perform wastewater collection system rehabilitation, sewer gravity main and lateral lining, cleaning, and TV inspection services through January 2025, and run concurrently with the City of Ocala Contract, subject to its extension with the terms and conditions acceptable to the City, including funding. The City of Ocala and Contractor can renew this Agreement for up to TWO (2) additional ONE-YEAR (1-Year) terms through written consent.

BACKGROUND OF ITEM:

As sanitary sewers age, they undergo deterioration, marked by the emergence of cracks and the separation of joints. This degradation allows water from the ground to infiltrate through these openings, creating external voids, hastening structural decline, and potentially overloading wastewater collection systems and the treatment plant. The wastewater collection system in portions of the City of Cooper City is experiencing aging and deterioration, with ongoing issues related to groundwater infiltration into the sewers.

Approximately 25% of the city's gravity sewer lines are comprised of vitrified clay pipes. Over time, these pipes, along with the manholes, have developed cracks, significantly contributing to increased inflow and infiltration. These additional flows exert pressure on the wastewater conveyance system and treatment plant, resulting in escalated costs. The sewer lining rehabilitation program actively addresses these challenges, working to mitigate groundwater infiltration/inflow and alleviate sewer backup problems in the sanitary sewer collection system.

The City began a sewer rehabilitation program to correct this problem. The Fiscal Year 24 Capital Budget has \$1,200,477.03 funds allocated for sanitary sewer rehabilitation. This program consists of the rehabilitation of aging and deteriorating gravity sewer lines. The City will perform an investigation to identify deteriorated sewers and employ a Contractor to line gravity main and lateral sewer lines.

PROCUREMENT:

Sec. 2-258 – Exclusions, exceptions to bid, and proposal requirements.

(f) Purchases of goods or services from contracts awarded by other governmental or not-for-profit entities by a formal competitive selection process. The purchase of goods or services under a contract awarded by the United States Government or another governmental, public, or not-for-profit entity by a formal competitive process is authorized, provided the purchasing agent makes a determination that time, expense, and marketplace factors make it financially advantageous for the City to do so.

ANALYSIS:

Sanitary Sewer Linings are routine in the field of Utilities. There is not much to gain if this work were to be bid separately because the specifications are substantially similar across all the agencies. Importantly, the quantities our Department uses annually are small that chances of getting reduced prices are slim. Hence, utilizing the City of Ocala’s contract makes good sense because it would reduce the significant amount of staff’s time and resources.

FISCAL IMPACT:

The funds are available in the Water & Sewer Capital Projects Fund and budgeted for this purpose.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
453-930-563610-535- WS003	\$1,200,477.03	\$496,233.75	\$704,243.28

ATTACHMENTS:

1. City of Cooper City Agreement with Miller Pipeline, LLC.
2. Exhibit A - City of Ocala Executed Contract with Miller Pipeline, LLC, and Fee Schedule.
3. Exhibit B – Miller Pipeline, LLC. Proposal
4. Certificate of Insurance and Vendor Compliance

Workflow History ^			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	01/31/24 12:42 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	01/31/24 03:04 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	01/31/24 04:10 PM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	01/31/24 04:29 PM
<p><i>Ordinarily I only review the fiscal impact section (which is correct). But the "Background of Item" has an error. The FY23 Budget for this project was not \$400,000. It was \$752,872 (which included a rollover from FY22). I think the more relevant figure should be the FY24 Budget which is the \$1,200,477.03 referenced in the fiscal impact section. I would replace FY23 incorrect budget with FY24 Budget.</i></p>			
Allen, Tedra	Assigned to City Clerk	Route to Attorney	02/01/24 09:09 AM
<p><i>Revisions have been made on the staff memo</i></p>			
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	02/01/24 12:17 PM
<p><i>The back-up appears to be mislabeled. The City's agreement is referenced as Exhibit A; however, this exhibit should be the Ocala agreement.</i></p>			
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	02/01/24 12:33 PM
<p><i>Per City Clerk backup has been correctly now labeled, and exhibit a is now the Ocala agreement.</i></p>			
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	02/02/24 12:19 PM
Allen, Tedra	END WORKFLOW - APPROVED		02/02/24 12:42 PM

**AGREEMENT BETWEEN THE CITY OF COOPER CITY
AND MILLER PIPELINE, LLC.**

THIS IS AN AGREEMENT ("Agreement"), dated the ____ day of _____ 20____,
by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

MILLER PIPELINE, LLC., an Indiana corporation, located at 8850 Crawfordsville Road, Indianapolis, IN 46234, (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide Wastewater Collection System Rehabilitation Services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation and Contract CIP/220762 between CITY OF OCALA and the CONTRACTOR for the Wastewater Collection System Rehabilitation Services ("CITY Agreement"). The CITY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the CITY Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the CITY Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the CITY Agreement; and

WHEREAS, the City has reviewed the scope of services of the competitively bid CITY Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of _____, 2024, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the CITY Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the CITY Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit "B"**.
- B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the CITY Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- F. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on January 8, 2025. Subject to two (2) additional, one (1) year renewal terms as provided in the CITY Agreement.

Section 3. In all other respects, the terms and conditions of the CITY Agreement, are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
 - 1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
 - 2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 - 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 - 5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Ryan Eggleston
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Charles Bell, Engineering Manager
MILLER PIPELINE, LLC.
8850 Crawfordsville Road
Indianapolis, IN 46234

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not

employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:
BY: _____
CITY CLERK

BY: _____
CITY MANAGER

APPROVED AS TO LEGAL FORM:
BY: _____
CITY ATTORNEY

BY: _____
CITY MAYOR

WITNESSED BY:

Signature

Print Name

MILLER PIPELINE, LLC., an Indiana corporation
BY: _____
Name: Jeff Sutcliffe
Title: Chief Financial Officer

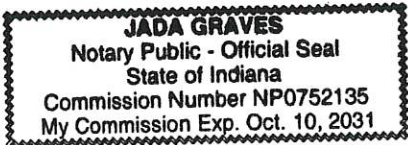
STATE OF Indiana
COUNTY OF Marion

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jeff Sutcliffe, as Chief Financial Officer of **MILLER PIPELINE, LLC.**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Jeff Sutcliffe, as Chief Financial Officer **MILLER PIPELINE, LLC.**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 1st day of February, 2024.

Jada Graves
NOTARY PUBLIC
Jada Graves

Print or Type Name



My Commission Expires: October 10, 2031

**CONSTRUCTION SERVICES AGREEMENT FOR WATER RESOURCES
IMPROVEMENT PROGRAM PROJECTS**

THIS CONSTRUCTION SERVICES AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM PROJECTS ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC**, a foreign limited liability company duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN: 35-1959522) ("Contractor").

RECITALS:

WHEREAS, on September 9, 2022, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the City's Water Resources Improvement Program projects planned or requested by the City, ITB No.: CIP/220762 (the "Solicitation"); and

WHEREAS, a total of two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Miller Pipeline, Inc., was found to be the lowest; and

WHEREAS, Miller Pipeline, Inc., was chosen as the intended awardee to provide construction services related to the City's Water Resources Improvement Program projects planned or requested by the City for the construction of various water, sewer, reclaimed water and pipe lining projects in the City's service area (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-8)
- Exhibit B: Price Proposal (B-1 through B-11)
- Exhibit C: Detailed Measurement and Payment (C-1 through C-16)
- Exhibit D: Project Sign (D-1 through D-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for

Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

A. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at: <https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-5.21.21.pdf>.

B. **Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (MOST RECENT)** available at: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

C. **Marion County Standard Specifications**, available at: <https://www.marionfl.org/government/departments-facilities-offices/office-of-the-county-engineer/development-review>

In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

5. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **FOUR MILLION AND NO/100 DOLLARS (\$4,000,000)** (the "Contract Sum") over the entire contract term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents, as follows:

A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.

B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. City will provide Contractor with an invoice cover sheet. Invoice cover sheets are required to be accurately completed and submitted with each invoice. Contractor shall submit the original invoice, no more than once monthly, through the responsible City Project Manager at: **City of Ocala Engineering Department, Attn: Eric Giannino, Address: 1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470, E-Mail: egiannino@ocalafl.org.**

D. **Payment of Invoices by City.** The City Project Manager shall review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its

- obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.
- F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. **Effective Date and Term.** This Agreement shall become effective and commence on **JANUARY 9, 2023** and continue in effect for a term of **TWO (2) YEARS**, through and including **JANUARY 8, 2025**. This Agreement may be renewed for up to **TWO (2)** additional **ONE YEAR (1-Year)** terms by written consent between City and Contractor. Any price increase for contract renewal will be subject to negotiation as approved by the City. In no case will the increase exceed **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and vendor must submit its written request for an increase with CPI justification at least 90 days prior to the end of the current term.
 - B. **Notices to Proceed on Individual Projects.** City shall issue written Notices to Proceed for individual projects in alignment with project schedules. Notices to Proceed shall be issued at the pre-construction conference, after Contractor and City have agreed upon the time needed to complete each individual project as assigned. Contractor agrees to have project signs in place, be able to mobilize, and commence construction work within **SEVEN (7)** days of the date of issuance of a Notice to Proceed for each individual project. Contractor shall complete assigned projects within the time limits specified in the Notice to Proceed and substantial completion and final completion dates shall be strictly enforced by City. At no time will Contractor be allowed to lag behind. Contractor shall be expected to accurately track contract time and progress for each assigned project. Notices to Proceed for additional

- projects will not be issued if Contractor has failed to properly complete and close out previous projects assigned under this Agreement.
- C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data. All requests for adjustments in the Contract Time shall be determined by City.
 - D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
 - E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
7. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each individual project under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the dates specified on each City-issued Notice to Proceed, then Contractor shall pay City, as liquidated damages and not as a penalty, the daily sum given in the schedule below based on individual project cost for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion for each individual project in the City-issued Notice to Proceed:

Original Contract Amount	Charge Per Calendar Day
\$50,000 and under	\$868
Over \$50,000 but less than \$250,000	\$882
\$250,000 but less than \$500,000	\$1,197
\$500,000 but less than \$2,500,000	\$1,694
\$2,500,000 but less than \$5,000,000	\$2,592

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS (\$200.00)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to

- this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
- B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
 - C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
 - D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
 - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
8. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
9. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the

Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

- B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

10. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Contractor provides material that does not meet the specifications of the Agreement;
- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and

- (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.
- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion for each project. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion for each project; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
13. **MAINTENANCE AND GUARANTEE BOND.** Prior to final Payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **10% OF THE TOTAL PROJECT VALUE** for a period of **THREE (3)** years for labor and **THREE (3)** years for materials from the date of Substantial Completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.
14. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000)** as security for the faithful performance of the work as required and set forth in Exhibit A – Scope of Work within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
15. **CONSTRUCTION SURVEY LAYOUT.** The City Engineer/City Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager,

such stake, or benchmark shall be re-established by and at Contractor's expense. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

16. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
17. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
18. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

19. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
 - E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
 - F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
 - G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
20. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
21. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not

- endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
22. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
 23. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work.
 24. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor’s operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor’s Commercial General Liability policy or separate Commercial Automobile Liability policy.
 25. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
 26. **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers’ compensation and employer’s liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers’ compensation laws, including the U.S. Longshore Harbor Workers’ Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor’s insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor’s policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City’s**

Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

27. MISCELLANEOUS INSURANCE PROVISIONS.

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.
- D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.
- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms

and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

- G. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

28. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

29. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

30. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
33. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
34. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
35. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
36. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

37. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
38. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

39. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
40. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
41. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment

eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

42. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
43. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
44. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
45. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
46. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
47. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Miller Pipeline, LLC
Attention: Charles Bell
8850 Crawfordville Road
Indianapolis, Indiana 46234
Phone: 352-236-3355
E-mail: charles.bell@millerpipeline.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

- 48. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
- 49. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 50. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
- 51. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the

United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

52. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
53. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
54. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
55. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
56. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
57. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
58. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
59. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
60. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement 01 / 11 / 2023.

ATTEST:

CITY OF OCALA

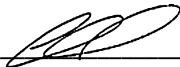
Angel B. Jacobs
Angel B. Jacobs
City Clerk

James P. Hilty SR
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

MILLER PIPELINE, LLC

William E. Sexton
William E. Sexton, Esq.
City Attorney



By: Charles D. Bell
(Printed Name)

Title: Engineering Manager
(Title of Authorized Signatory)

BACKGROUND

1. Contractor shall provide services for the Water Resources Improvement Program, which consists of the construction of various water, sewer gravity/forced, reclaimed water, and pipe lining projects assigned to the Contractor based on the City's needs within the City of Ocala service area.
2. All work shall be coordinated with the City Project Manager, Eric Giannino, 352-351-6684, e-mail: egiannino@ocalafl.org.
3. Contractor must perform all work to current City of Ocala Standards and Specifications throughout the contract duration.
4. Contractor is responsible for providing all materials, labor, and equipment (in good working condition) to complete the assigned projects.

LABOR REQUIREMENTS

1. **Labor Requirements:** Contractor and all subcontractors shall conform to the labor standards and employment requirements set forth in the bid documents. All work shall be performed under the supervision of a qualified, competent foreman or supervisor.

PERMIT REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
 - Right-of-Way (ROW) Utilization
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
3. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: <https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office>
4. **Permit Submission Requirements:**
 - a) **If Road Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.
 - b) **If Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start to the City Project Manager.

PROJECT WORK

1. The City's normal working hours are Monday through Friday from 7:00 a.m. to 5:00 p.m. If additional hours are necessary, the Contractor must give a 48-hour advance notice to the City Project Manager. City personnel are not obligated to work on weekends. Night work may be allowed, or may be necessary if it would result in less impact to the public or reduced safety issues. Night work, if permitted, shall be performed at no additional Cost to the City.
2. **Weather Days:** Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Contractor performance and execution of work will be considered in the determination for granting additional days.
3. Point repairs will be paid per stick 14LF of pipe. If 2' of pipe is used, a full stick will be paid for. If 16' of pipe is used, 2 sticks of pipe will be paid for.

- 4. Line item G-04-1 pays for a 8 man crew. If there are less than 8 employees on site, the pay item price will be decreased to reflect the amount of employees on site. *Example dollar amount made for simple math. The bid amount for an 8-man crew is \$100 per hour. If only 6 employees show up on site. The invoice amount can only be \$75 per hour.
- 5. If a water main has to be grouted, it will be paid for with line item S-19-4 FORCE MAIN GROUTING, because this is not a standalone contract with a plan set. There is no determination of what size or how many feet of water main will be abandoned during the term of this Agreement.
- 6. The City would pay for a minimum of 100' for directional boring, and bore and jack to lower the price of the line item on the contract. Every foot after 100' will be paid for by the foot contract price. This will be paid for main installation only.

GENERAL, WATER, SEWER GRAVITY & FORCE, RECLAIMED WATER, SEWER LINING CONSTRUCTION

- 1. Removal and replacement of existing sidewalk and curb and gutter.
- 2. Removal and replacement of existing landscape and sod.
- 3. Removal and replacement of asphalt, concrete sidewalks, and curb.
- 4. Removal and replacement of traffic signs, striping and signal loops.
- 5. Final grading and sod restorations.
- 6. Installation of new water mains, sewer mains, reclaimed water mains, force mains, fittings, and valves.
- 7. Installation of new fire hydrants or relocations.
- 8. Removal and replacement of water, reclaimed, or sewer services to new or existing mains.
- 9. Wet taps.
- 10. Abandonment of existing mains.
- 11. Installation of new manholes.
- 12. Installation of new sewer services or relocations.
- 13. Utility testing.
- 14. Abandonment of existing mains or manholes.
- 15. Point Repairs and or sectional liners on existing sewer mains or manholes.
- 16. Replacement of manhole ring and covers.
- 17. Sewer main assessment, cleaning, chemical grouting, and lining.

SUB-CONTRACTORS

Contractor must perform a minimum of 60% of the work with their own forces.

MOBILIZATION AND MAINTENANCE OF TRAFFIC/ TEMPORARY TRAFFIC CONTROL

- 1. **Mobilization:** Contractor is responsible for obtaining required permits and moving the Contractor’s operations and equipment required for construction. Contractor shall provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by governing agencies.

Contractor will not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.

2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 100 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.
 - a) Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.
 - b) MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).
 - c) Contractor must have one (1) person that is MOT/TTC certified on site at all times during construction

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance with:

1. **Exhibit D - Project Sign and Construction Detail** for the project attached as **Exhibit D**. (Contractor’s responsibility to ensure Council Members are correct and kept up to date).
2. **Exhibit C -Pipe Grouting, Lining & Rehab Measurement and Payment** attached as **Exhibit C**.
3. **City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at:** <http://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction.pdf>
4. **Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at:** <http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
5. **Marion County Standard Specifications available at:** <https://www.marionfl.org/government/departments-facilities-offices/office-of-the-county-engineer/development-review>
6. **Job Site Documents:** The Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Inspector/Project Manager for approval. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **As-Builts:** Upon final completion of each individual project, two signed and sealed as-builts hard copies and a CADD file must be submitted and approved by the City.

3. **Material & Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.
5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square. Water must be used during all saw cuts in asphalt or concrete to limit dust.
6. **Damages:** Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
7. **Compliance:** The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
8. **All water and force main shutdowns, connections, and abandonments must be wet tapped to verify a proper shut down was completed prior to cutting into the main.**

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. City and Contractor must each be promptly notified by the other of any complaints received.
3. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message. On this contract an emergency off hours phone number must also be provided for emergency work.
4. Contractor shall locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the contract, and verify all field conditions, measurements, and elevations.
5. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
6. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
7. Contractor shall operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.

8. Prime Contractor and sub-contractor vehicles shall display their company name located on the side and all personnel shall be required to wear a company shirt.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for all licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Construction shall be performed in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

PROJECT SIGNS

1. Contractor is required to provide two (2) portable signs to be relocated as project progresses at locations that are approved by City inspectors.
2. If during the Contract Term, the sign becomes broken or inaccurate, Contractor will replace or make the sign accurate at no extra charge to the City of Ocala. Contractor is required to keep the City Council members' names and positions up to date throughout the Contract Term.

SURVEY LAYOUT

1. The City Engineer/Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 61G17 of the Florida Administrative Code.

TESTING REQUIREMENTS

1. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Engineer.
2. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the

City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

CONSTRUCTION WORK AREAS

1. The City of Ocala is not responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material will be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by governing agencies. Facilities must be maintained regularly.
4. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT-approved steel road plate before the roadway can be opened to traffic. If millings are used, the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. The work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work to the satisfaction of the City.
5. **Final Cleaning:** Upon completion of work, clean entire work, and project site as applicable.
 - a. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
 - b. Remove any foreign materials from exposed surfaces.
 - c. Broom clean exterior paved driveways and parking areas.
 - d. Hose clean sidewalks and concrete exposed surfaces.

SAFETY

1. Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.
2. Prior to completion, storage and adequate protection of all material and equipment shall be the Contractor's responsibility.
3. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

SUBMITTALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

SUBSTANTIAL COMPLETION PROCESS

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
 - a) A written notice that the work or designated portion thereof, is substantially complete.
 - b) A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will inspect to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
 - a) The City will promptly notify the Contractor in writing, giving the reasons, therefore.
 - b) The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
 - c) The City will re-inspect the work.
4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

FINAL COMPLETION PROCESS

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
 - a) Contract documents have been reviewed.
 - b) Work has been inspected for compliance with Contract documents.
 - c) Work has been completed in accordance with Contract documents.

- d) Equipment and systems have been tested in the presence of the City representative and are operational.
- 2. The City will inspect to verify the status of completion with reasonable promptness after receipt of such certification.
- 3. Should the City consider that the work is incomplete or defective:
 - a) The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - a) The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
 - b) The City will re-inspect the work.
- 4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.
- 5. **Final Application for Payment:** The Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

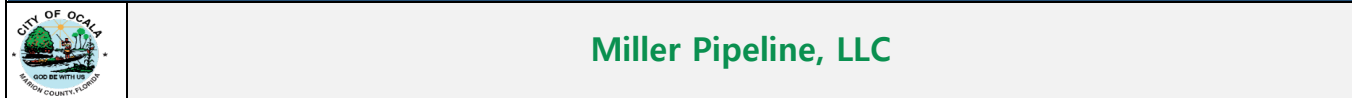
CONTRACTOR CLOSEOUT DOCUMENTS

- 1. Evidence of compliance with requirements of governing authorities.
- 2. Consent of Surety to final payment.
- 3. Approved project record documents include electronic (CADD) and two (2) hard copy signed and sealed "As Built" by professional surveyor.
- 4. Completion of all submittals as required by Contract documents.
- 5. Warranty.

PRICING

- 1. This is a unit price contract. City shall pay Contractor only for the actual units that the Contractor provides, installs, or constructs on the project.
- 2. **Additional Work:** If work has no line-item unit price in the contract, a written proposal of the work must be emailed to the Project Manager and agreed upon in writing by the City prior to the work being started.

Exhibit B - PRICE PROPOSAL **CONTRACT# CIP/220762**



WATER RESOURCES IMPROVEMENT PROGRAM

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
GENERAL CONSTRUCTION (012200-3)			
G-03	PROJECT SIGN	EA	\$850.00
G-04-1	EMERGENCY CALL OUT (24 HOURS A DAY)	HR	\$1,060.00
G-04-2	LABOR AND EQUIPMENT	HR	\$840.00
G-05	MAINTENANCE OF TRAFFIC	DAY	\$685.00
G-06	SILT FENCE & SEDIMENT CONTROL	LF	\$2.75
G-07	TREE PROTECTION/CONSTRUCTION FENCE	LF	\$5.00
G-08	REMOVE & RELOCATE EXISTING MAILBOXES	EA	\$175.00
G-09	CLEARING AND GRUBBING - LIGHT	SY	\$5.00
G-10	CLEARING AND GRUBBING - HEAVY	SY	\$9.00
G-11	EXCAVATION	CY	\$6.00
G-12	IMPORTED BACKFILL MATERIAL	CY	\$27.00
G-15	GRADING	SY	\$3.60
G-17	REMOVE & REPLACE UNSUITABLE MATERIAL	CY	\$36.00
G-19	LIMEROCK BASE 12"	SY	\$20.00
G-20	# 57 STONE	CY	\$95.00
G-21-1	REMOVAL OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS (NOT REINSTALLING)	SY	\$12.00
G-21-2	REMOVAL AND REPLACEMENT OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS	SY	\$98.00
G-22	REMOVAL OF EXISTING CONCRETE CURB AND GUTTER (NOT REINSTALLING)	LF	\$3.75
G-23	CONCRETE FILL	CY	\$282.00
G-24	ASPHALT COATINGS	GAL	\$30.75
G-25	ASPHALT PAVEMENT REMOVAL	SY	\$9.00
G-26	TEMPORARY ASPHALT MILLINGS	SY	\$9.00
G-31	ASPHALT MILLING AND REPLACEMENT	CY	\$12.00
G-32-1	ASPHALT PAVEMENT SUPERPAVE 9.5	TN	\$255.00
G-32-2	ASPHALT PAVEMENT SUPERPAVE 12.5	TN	\$255.00
G-33	ROADWAY GUARDRAIL	LF	\$130.00
G-34-1	OBJECT MARKER, TYPE 1	EA	\$211.00
G-34-2	OBJECT MARKER, TYPE 2	EA	\$117.00
G-34-3	OBJECT MARKER, TYPE 3	EA	\$227.00
G-34-4	OBJECT MARKER, TYPE 4	EA	\$211.00
G-35-1	DELINEATOR, FLEXIBLE TUBULAR	EA	\$114.00
G-35-2	DELINEATOR, NON-FLEXIBLE	EA	\$110.00
G-35-3	DELINEATOR, FLEXIBLE HIGH VISIBILTY MEDIAN	EA	\$250.00
G-35-4	DELINEATOR, FLEXIBLE HIGH PERFORMANCE	EA	\$128.00
G-36	RUMBLE STRIPS	PS	\$315.00
G-37	GROUNDING ELECTRODE	FT	\$78.00
G-38-1	SIGNAL CONDUIT, FURNISH & INSTALL, UNDERGROUND	LF	\$66.00
G-38-2	SIGNAL CONDUIT, FURNISH & INSTALL, SAWCUT & PLACE UNDER EXISTING PAVEMENT	LF	\$240.00
G-38-3	SIGNAL CONDUIT, F & I, UNDERGROUND-JACKED	LF	\$240.00
G-39-1	SPAN WIRE ASSEMBLY, F & I, SINGLE POINT, DIAGONAL	PI	\$8,400.00
G-39-2	SPAN WIRE ASSEMBLY, F & I, TWO POINT, DIAGONAL	PI	\$12,000.00
G-39-3	SPAN WIRE ASSEMBLY, F & I, TWO POINT, BOX	PI	\$24,000.00
G-39-4	SPAN WIRE ASSEMBLY, ADJUST	PI	\$7,800.00
G-39-5	SPAN WIRE ASSEMBLY, ADJUST, TWO POINT, BOX	PI	\$15,000.00
G-40	PULL & JUNCTION BOX, F & I, PULL BOX	EA	\$6,600.00
G-41	PULL & JUNCTION BOXES, INSTALL	EA	\$2,400.00
G-42	PULL & JUNCTION BOXES, RELOCATE	EA	\$3,600.00
G-52	CONSTRUCTION SURVEY	HR	\$180.00
G-53	ASBULT DRAWINGS	HR	\$110.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
G-54-1	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	\$1,020.00
G-54-2	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" PICKET RAIL	LF	\$84.00
G-54-3	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" TYPE 1	LF	\$88.00
G-54-4	PIPE HANDRAIL, ALUMINUM	LF	\$51.00
G-55	6" BOLLARDS	EA	\$895.00
G-56	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB (NEW INSTALL)	LF	\$48.00
G-57	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB REMOVAL & REPLACEMENT	LF	\$52.00
G-58-1	CONCRETE 3000 PSI	CY	\$282.00
G-58-2	CONCRETE 4000 PSI	CY	\$295.00
G-60-1	PAVERS, ARCHITECTURAL ROADWAY	SY	\$119.00
G-60-2	PAVERS, ARCHITECTURAL SIDEWALK	SY	\$119.00
G-61	CONCRETE CURB RAMPS WITH DETECTABLE WARNING SURFACE - HANDICAP	EA	\$3,600.00
G-62	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	EA	\$480.00
G-66	RIP RAP	CY	\$169.00
G-67	CONCRETE RUBBLE (2 FT THICK)	SY	\$90.00
G-75	FARM FENCING REMOVAL & REPLACEMENT	LF	\$28.00
G-78	CHAIN LINK FENCING REMOVAL AND REPLACEMENT	LF	\$42.00
G-79	SEED & MULCH	SY	\$1.50
G-80-1	SOD-ST. AUGUSTINE	SY	\$7.00
G-80-2	SOD-BAHIA	SY	\$4.25
G-88-1	LOOP ASSEMBLY- F & I, TYPE A	EA	\$1,500.00
G-88-2	LOOP ASSEMBLY- F & I, TYPE B	EA	\$1,200.00
G-88-3	LOOP ASSEMBLY- F & I, TYPE F	EA	\$1,800.00
G-89	TRAFFIC CONTROL SIGN ASSEMBLY	EA	\$360.00
G-90	TRAFFIC CONTROL SIGN ASSEMBLY REMOVAL AND RELOCATION	EA	\$90.00
G-91	REFLECTIVE PAVEMENT MARKERS	EA	\$6.25
G-92	STANDARD WHEEL STOPS	EA	\$93.00
G-93-1	TEMPORARY, WHITE, SOLID 6"	LF	\$0.25
G-93-2	TEMPORARY, WHITE, SOLID 12"	LF	\$1.00
G-93-3	TEMPORARY, WHITE, SOLID 24"	LF	\$2.00
G-93-4	TEMPORARY SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	\$0.50
G-93-5	TEMPORARY SOLID TRAFFIC STRIPE - 6" YELLOW	LF	\$0.30
G-93-6	TEMPORARY SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	\$0.50
G-94-1	THERMO, WHITE, SOLID, 6"	LF	\$0.90
G-94-2	THERMO, WHITE, SOLID, 12"	LF	\$2.80
G-94-3	THERMO, WHITE, SOLID, 24"	LF	\$6.75
G-94-4	THERMO SKIP TRAFFIC STRIPE, YELLOW OR WHITE, 6"	GLF	\$1.20
G-94-5	THERMO SOLID TRAFFIC STRIPE - 6" YELLOW	LF	\$0.90
G-94-6	THERMO SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	\$1.80
G-95	THERMO PAVEMENT MARKINGS	EA	\$78.00
G-96	PAINTED PAVEMENT MARKINGS	EA	\$47.00
G-97	ARROW BOARDS/MESSAGE BOARDS	DAY	\$100.00
G-98	MISCELLANEOUS UTILIY LOCATES / EXPORATORY EXCAVATION	HR	\$315.00
WATER CONSTRUCTION (012200-35)			
W-01-1	2" PVC WATER MAIN	LF	\$19.00
W-01-2	4" PVC WATER MAIN	LF	\$25.00
W-01-3	6" PVC WATER MAIN	LF	\$33.00
W-01-4	8" PVC WATER MAIN	LF	\$45.00
W-01-5	10" PVC WATER MAIN	LF	\$64.00
W-01-6	12" PVC WATER MAIN	LF	\$85.00
W-01-7	14" PVC WATER MAIN	LF	\$117.00
W-01-8	16" PVC WATER MAIN	LF	\$146.00
W-01-9	18" PVC WATER MAIN	LF	\$177.00
W-01-10	20" PVC WATER MAIN	LF	\$220.00
W-01-11	24" PVC WATER MAIN	LF	\$300.00
W-01-12	4" DIP WATER MAIN	LF	\$65.00
W-01-13	6" DIP WATER MAIN	LF	\$50.00
W-01-14	8" DIP WATER MAIN	LF	\$61.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
W-01-15	10" DIP WATER MAIN	LF	\$75.00
W-01-16	12" DIP WATER MAIN	LF	\$94.00
W-01-17	14" DIP WATER MAIN	LF	\$108.00
W-01-18	16" DIP WATER MAIN	LF	\$131.00
W-01-19	18" DIP WATER MAIN	LF	\$149.00
W-01-20	20" DIP WATER MAIN	LF	\$180.00
W-01-21	24" DIP WATER MAIN	LF	\$212.00
W-01-22	30" DIP WATER MAIN	LF	\$397.00
W-02-1	BACKFLOW PREVENTER 1"	EA	\$1,035.00
W-02-2	BACKFLOW PREVENTER 2"	EA	\$2,080.00
W-03-1	2" PVC FITTINGS	EA	\$29.00
W-03-2	2" BRASS POLYETHYLENE FITTINGS	EA	\$370.00
W-03-3	DIP MJ FITTINGS 4"	EA	\$355.00
W-03-4	DIP MJ FITTINGS 6"	EA	\$505.00
W-03-5	DIP MJ FITTINGS 8"	EA	\$635.00
W-03-6	DIP MJ FITTINGS 10"	EA	\$880.00
W-03-7	DIP MJ FITTINGS 12"	EA	\$1,050.00
W-03-8	DIP MJ FITTINGS 14"	EA	\$1,595.00
W-03-9	DIP MJ FITTINGS 16"	EA	\$2,125.00
W-03-10	DIP MJ FITTINGS 18"	EA	\$2,700.00
W-03-11	DIP MJ FITTINGS 20"	EA	\$3,660.00
W-03-12	DIP MJ FITTINGS 24"	EA	\$5,730.00
W-03-13	DIP MJ FITTINGS 30"	EA	\$9,690.00
W-03-14	DIP MJ CROSS 4"	EA	\$690.00
W-03-15	DIP MJ CROSS 6"	EA	\$890.00
W-03-16	DIP MJ CROSS 8"	EA	\$1,045.00
W-03-17	DIP MJ CROSS 10"	EA	\$1,535.00
W-03-18	DIP MJ CROSS 12"	EA	\$2,020.00
W-03-19	DIP MJ CROSS 14"	EA	\$3,235.00
W-03-20	DIP MJ CROSS 16"	EA	\$4,690.00
W-03-21	DIP MJ CROSS 18"	EA	\$5,800.00
W-03-22	DIP MJ CROSS 20"	EA	\$8,355.00
W-03-23	DIP MJ CROSS 24"	EA	\$10,375.00
W-03-24	DIP MJ CROSS 30"	EA	\$19,130.00
W-04-1	4" PIPE JOINT RESTRAINT	EA	\$95.00
W-04-2	6" PIPE JOINT RESTRAINT	EA	\$120.00
W-04-3	8" PIPE JOINT RESTRAINT	EA	\$175.00
W-04-4	10" PIPE JOINT RESTRAINT	EA	\$270.00
W-04-5	12" PIPE JOINT RESTRAINT	EA	\$300.00
W-04-6	14" PIPE JOINT RESTRAINT	EA	\$610.00
W-04-7	16" PIPE JOINT RESTRAINT	EA	\$660.00
W-04-8	18" PIPE JOINT RESTRAINT	EA	\$810.00
W-04-9	20" PIPE JOINT RESTRAINT	EA	\$1,205.00
W-04-10	24" PIPE JOINT RESTRAINT	EA	\$1,915.00
W-05-1	2" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,020.00
W-05-2	4" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,365.00
W-05-3	6" GATE VALVE W/SST STEM & VALVE BOX	EA	\$1,660.00
W-05-4	8" GATE VALVE W/SST STEM & VALVE BOX	EA	\$2,270.00
W-05-5	12" BUTTERFLY VALVE & VALVE BOX	EA	\$2,920.00
W-05-6	16" BUTTERFLY VALVE & VALVE BOX	EA	\$5,015.00
W-05-7	18" BUTTERFLY VALVE & VALVE BOX	EA	\$6,145.00
W-05-8	24" BUTTERFLY VALVE & VALVE BOX	EA	\$10,990.00
W-05-9	4" INSERT - A - VALVE	EA	\$7,640.00
W-05-10	6" INSERT - A - VALVE	EA	\$8,850.00
W-05-11	8" INSERT - A - VALVE	EA	\$10,120.00
W-05-12	10" INSERT - A - VALVE	EA	\$15,160.00
W-05-13	12" INSERT - A - VALVE	EA	\$18,860.00
W-05-14	14" INSERT - A - VALVE	EA	\$35,290.00
W-05-15	16" INSERT - A - VALVE	EA	\$37,700.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
W-08-1	2" LINE STOP	EA	\$1,550.00
W-08-2	4" LINE STOP	EA	\$6,390.00
W-08-3	6" LINE STOP	EA	\$6,500.00
W-08-4	8" LINE STOP	EA	\$7,670.00
W-08-5	10" LINE STOP	EA	\$10,020.00
W-08-6	12" LINE STOP	EA	\$11,230.00
W-08-7	14" LINE STOP	EA	\$15,690.00
W-08-8	16" LINE STOP	EA	\$18,230.00
W-08-9	18" LINE STOP	EA	\$20,090.00
W-08-10	20" LINE STOP	EA	\$22,290.00
W-08-11	24" LINE STOP	EA	\$28,440.00
W-09-1	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE A	EA	\$5,980.00
W-09-2	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE A	EA	\$5,940.00
W-09-3	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE A	EA	\$6,160.00
W-09-4	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE A	EA	\$6,460.00
W-09-5	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE A	EA	\$7,350.00
W-09-6	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE B	EA	\$6,430.00
W-09-7	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE B	EA	\$6,550.00
W-09-8	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE B	EA	\$6,800.00
W-09-9	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE B	EA	\$6,950.00
W-09-10	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE B	EA	\$8,020.00
W-10	REMOVE AND REPLACE EXISTING FIRE HYDRANTS	EA	\$4,640.00
W-11-1	REMOVE FIRE HYDRANTS	EA	\$950.00
W-11-2	REMOVE AND RELOCATE EXISTING FIRE HYDRANTS	EA	\$1,660.00
W-12-1	FIRE HYDRANT 6" EXTENSION	EA	\$1,120.00
W-12-2	FIRE HYDRANT 12" EXTENSION	EA	\$1,120.00
W-12-3	FIRE HYDRANT 18" EXTENSION	EA	\$1,480.00
W-12-4	FIRE HYDRANT 24" EXTENSION	EA	\$1,680.00
W-14-1	1" SINGLE WATER SERVICE – SHORT	EA	\$705.00
W-14-2	1" SINGLE WATER SERVICE – LONG	EA	\$1,350.00
W-14-3	1" DOUBLE WATER SERVICE – SHORT	EA	\$995.00
W-14-4	1" DOUBLE WATER SERVICE LONG	EA	\$1,650.00
W-14-5	2" SINGLE WATER SERVICE – SHORT	EA	\$2,920.00
W-14-6	2" SINGLE WATER SERVICE – LONG	EA	\$3,730.00
W-14-7	2" DOUBLE WATER SERVICE – SHORT	EA	\$3,990.00
W-14-8	2" DOUBLE WATER SERVICE – LONG	EA	\$4,830.00
W-15-1	REMOVE & REPLACE 1" SINGLE WATER SERVICE – SHORT	EA	\$850.00
W-15-2	REMOVE & REPLACE 1" SINGLE WATER SERVICE – LONG	EA	\$1,880.00
W-15-3	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – SHORT	EA	\$1,260.00
W-15-4	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – LONG	EA	\$2,200.00
W-15-5	REMOVE & REPLACE 2" SINGLE WATER SERVICE – SHORT	EA	\$3,300.00
W-15-6	REMOVE & REPLACE 2" SINGLE WATER SERVICE – LONG	EA	\$4,410.00
W-15-7	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – SHORT	EA	\$4,430.00
W-15-8	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – LONG	EA	\$5,570.00
W-16-1	2" TAP ON EXISTING 4" WATER MAIN W/VALVE & SST STEM	EA	\$1,290.00
W-16-2	2" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$1,300.00
W-16-3	2" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$1,310.00
W-16-4	2" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$1,330.00
W-16-5	2" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$1,500.00
W-16-6	2" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$1,550.00
W-16-7	2" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$1,570.00
W-16-8	2" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$1,680.00
W-16-9	2" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$1,700.00
W-16-10	2" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$1,800.00
W-16-11	4" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$3,370.00
W-16-12	4" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$3,380.00
W-16-13	4" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$3,460.00
W-16-14	4" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$3,410.00
W-16-15	4" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$4,100.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
W-16-16	4" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$4,440.00
W-16-17	4" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$4,530.00
W-16-18	4" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$4,860.00
W-16-19	4" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$5,010.00
W-16-20	6" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	\$3,920.00
W-16-21	6" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$3,970.00
W-16-22	6" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$4,010.00
W-16-23	6" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$4,120.00
W-16-24	6" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$4,690.00
W-16-25	6" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$4,990.00
W-16-26	6" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$5,070.00
W-16-27	6" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$5,410.00
W-16-28	6" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$5,560.00
W-16-29	8" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	\$4,370.00
W-16-30	8" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	\$4,380.00
W-16-31	8" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$4,460.00
W-16-32	8" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$5,320.00
W-16-33	8" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$5,450.00
W-16-34	8" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$5,560.00
W-16-35	8" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$6,010.00
W-16-36	8" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$6,170.00
W-16-37	12" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	\$8,740.00
W-16-38	12" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	\$9,620.00
W-16-39	12" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$9,760.00
W-16-40	12" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$9,890.00
W-16-41	12" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$10,400.00
W-16-42	12" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	\$10,580.00
W-16-43	16" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	\$17,270.00
W-16-44	16" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	\$16,780.00
W-16-45	16" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	\$18,060.00
W-16-46	16" TAP ON EXISTING 24" WATER MAIN W/VALVE	EA	\$18,130.00
W-17-1	BORE & JACK 18" STEEL CASING W/8" PVC	LF	\$1,180.00
W-17-2	BORE & JACK 18" STEEL CASING W/8" DIP	LF	\$1,200.00
W-17-3	BORE & JACK 24" STEEL CASING W/12" PVC	LF	\$1,230.00
W-17-4	BORE & JACK 24" STEEL CASING W/12" DIP	LF	\$1,240.00
W-17-5	BORE & JACK 30" STEEL CASING W/16" PVC	LF	\$1,350.00
W-17-6	BORE & JACK 30" STEEL CASING W/16" DIP	LF	\$1,335.00
W-17-7	BORE & JACK 30" STEEL CASING W/ 18" PVC	LF	\$1,400.00
W-17-8	BORE & JACK 30" STEEL CASING W/ 18" DIP	LF	\$1,370.00
W-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	\$17.00
W-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	\$34.00
W-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	\$44.00
W-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	\$65.00
W-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	\$88.00
W-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	\$120.00
W-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	\$160.00
W-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	\$190.00
W-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	\$255.00
W-18-10	DIRECTIONAL BORE 2" PVC PIPE	LF	\$20.00
W-18-11	DIRECTIONAL BORE 4" PVC PIPE	LF	\$38.00
W-18-12	DIRECTIONAL BORE 6" PVC PIPE	LF	\$54.00
W-18-13	DIRECTIONAL BORE 8" PVC PIPE	LF	\$83.00
W-18-14	DIRECTIONAL BORE 10" PVC PIPE	LF	\$116.00
W-18-15	DIRECTIONAL BORE 12" PVC PIPE	LF	\$160.00
W-18-16	DIRECTIONAL BORE 16" PVC PIPE	LF	\$270.00
W-19	BLOW-OFF ASSEMBLY ON WATER MAIN	EA	\$2,340.00
W-20-1	ADJUST EXISTING VALVE BOX	EA	\$540.00
W-20-2	ADJUST EXISTING METER BOX	EA	\$375.00
W-21-1	TEMPORARY JUMPER CONNECTION	EA	\$2,445.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
W-22-2	ABANDON WATER SERVICE	EA	\$430.00
W-22-3	ABANDON WATER MAIN	LS	\$2,860.00
SANITARY SEWER CONSTRUCTION (012200-42)			
S-01-1	6" PVC, 0' - 6'	LF	\$38.00
S-01-2	6" PVC, 6' - 12'	LF	\$45.00
S-01-3	6" PVC, 12' - 18'	LF	\$79.00
S-01-4	6" PVC, 18' - 24'	LF	\$158.00
S-01-5	8" PVC, 0' - 6'	LF	\$49.00
S-01-6	8" PVC, 6' - 12'	LF	\$55.00
S-01-7	8" PVC, 12' - 18'	LF	\$89.00
S-01-8	8" PVC, 18' - 24'	LF	\$168.00
S-01-9	10" PVC, 0' - 6'	LF	\$59.00
S-01-10	10" PVC, 6' - 12'	LF	\$66.00
S-01-11	10" PVC, 12' - 18'	LF	\$102.00
S-01-12	10" PVC, 18' - 24'	LF	\$185.00
S-01-13	12" PVC, 0' - 6'	LF	\$73.00
S-01-14	12" PVC, 6' - 12'	LF	\$80.00
S-01-15	12" PVC, 12' - 18'	LF	\$118.00
S-01-16	12" PVC, 18' - 24'	LF	\$205.00
S-02-1	SEWER MANHOLE W/EPOXY, 0' - 6'	EA	\$3,975.00
S-02-2	SEWER MANHOLE W/EPOXY, 6' - 12'	EA	\$5,300.00
S-02-3	SEWER MANHOLE W/EPOXY, 12' - 18'	EA	\$9,025.00
S-02-4	SEWER MANHOLE W/EPOXY, 18' - 24'	EA	\$14,275.00
S-02-5	SEWER MANHOLE W/HDPE LINER, 0' - 6'	EA	\$8,675.00
S-02-6	SEWER MANHOLE W/HDPE LINER, 6' - 12'	EA	\$10,225.00
S-02-7	SEWER MANHOLE W/HDPE LINER, 12' - 18'	EA	\$16,075.00
S-02-8	SEWER MANHOLE W/HDPE LINER, 18' - 24'	EA	\$21,325.00
S-02-9	SEWER MANHOLE OVER EXISTING PIPE, 0' - 6'	EA	\$4,800.00
S-02-10	SEWER MANHOLE OVER EXISTING PIPE, 6' - 12'	EA	\$6,125.00
S-02-11	SEWER MANHOLE OVER EXISTING PIPE, 12' - 18'	EA	\$9,950.00
S-02-12	SEWER MANHOLE OVER EXISTING PIPE, 18' - 24'	EA	\$15,200.00
S-02-13	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 0' - 6'	EA	\$9,525.00
S-02-14	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 6' - 12'	EA	\$11,075.00
S-02-15	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 12' - 18'	EA	\$17,025.00
S-02-16	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 18' - 24'	EA	\$22,275.00
S-02-17	CONFLICT MANHOLE, 0' - 6'	EA	\$5,650.00
S-02-18	CONFLICT MANHOLE, 6' - 12'	EA	\$6,975.00
S-02-19	CONFLICT MANHOLE, 12' - 18'	EA	\$10,900.00
S-02-20	CONFLICT MANHOLE, 18' - 24'	EA	\$16,150.00
S-02-21	REMOVE & REPLACE SEWER MANHOLE, 0' - 6'	EA	\$4,800.00
S-02-22	REMOVE & REPLACE SEWER MANHOLE, 6' - 12'	EA	\$6,350.00
S-02-23	REMOVE & REPLACE SEWER MANHOLE, 12' - 18'	EA	\$10,900.00
S-02-24	REMOVE & REPLACE INVERTS IN EXISTING MANHOLE	EA	\$975.00
S-02-25	CORE & CONNECT TO EXISTING MANHOLE 4" - 12"	EA	\$2,500.00
S-03-1	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER	EA	\$1,650.00
S-03-2	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER	EA	\$2,990.00
S-03-3	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER, LABOR ONLY	EA	\$810.00
S-03-4	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER, LABOR ONLY	EA	\$810.00
S-05	ADJUST EXISTING MANHOLE RING & COVER TO GRADE	EA	\$810.00
S-06-1	6" SEWER SERVICE DROP CONNECTION, 0' - 6'	EA	\$2,325.00
S-06-2	6" SEWER SERVICE DROP CONNECTION, 6' - 12'	EA	\$3,800.00
S-06-3	6" SEWER SERVICE DROP CONNECTION, 12' - 18'	EA	\$5,700.00
S-06-4	6" SEWER SERVICE DROP CONNECTION, 18' - 24'	EA	\$7,600.00
S-06-5	8" SEWER MANHOLE DROP CONNECTION, 0' - 6'	EA	\$2,625.00
S-06-6	8" SEWER MANHOLE DROP CONNECTION, 6' - 12'	EA	\$4,150.00
S-06-7	8" SEWER MANHOLE DROP CONNECTION, 12' - 18'	EA	\$6,100.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
S-06-8	8" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	\$8,050.00
S-06-9	10" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	\$3,100.00
S-06-10	10" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	\$4,675.00
S-06-11	10" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	\$6,675.00
S-06-12	10" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	\$8,675.00
S-06-13	12" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	\$3,650.00
S-06-14	12" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	\$5,725.00
S-06-15	12" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	\$7,375.00
S-06-16	12" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	\$9,450.00
S-07	RESURFACE EXISTING MANHOLES	VFT	\$545.00
S-09-1	6" 2-WAY CLEANOUT, 0' – 6'	EA	\$615.00
S-09-2	6" 2-WAY CLEANOUT, 6' – 12'	EA	\$870.00
S-09-3	6" 2-WAY CLEANOUT, 12' – 18'	EA	\$1,310.00
S-09-4	8" 2-WAY CLEANOUT, 0' – 6'	EA	\$1,105.00
S-09-5	8" 2-WAY CLEANOUT, 6' – 12'	EA	\$1,355.00
S-09-6	8" 2-WAY CLEANOUT, 12' – 18'	EA	\$1,795.00
S-10-1	8" X 6" PVC WYE & BEND	EA	\$210.00
S-10-2	10" X 6" PVC WYE & BEND	EA	\$375.00
S-10-3	12" X 6" PVC WYE & BEND	EA	\$490.00
S-11	6" PVC SEWER SERVICE	LF	\$38.00
S-12	TELEVISION INSPECTION – SEWER MAIN EXPROATION (OTHER PURPOSES THAN ITEMS B1 - F16)	LF	\$2.50
S-15-1	SEWER MAIN POINT REPAIRS 6" MAIN 0' – 6'	LF	\$1,920.00
S-15-2	SEWER MAIN POINT REPAIRS 6" MAIN 6' – 12'	LF	\$2,755.00
S-15-3	SEWER MAIN POINT REPAIRS 6" MAIN 12' – 18'	LF	\$4,425.00
S-15-4	SEWER MAIN POINT REPAIRS 8" MAIN 0' – 6'	LF	\$2,095.00
S-15-5	SEWER MAIN POINT REPAIRS 8" MAIN 6' – 12'	LF	\$2,935.00
S-15-6	SEWER MAIN POINT REPAIRS 8" MAIN 12' – 18'	LF	\$4,605.00
S-15-7	SEWER MAIN POINT REPAIRS 8" MAIN 18' – 24'	LF	\$8,785.00
S-15-8	SEWER MAIN POINT REPAIRS 10" MAIN 0' – 6'	LF	\$2,400.00
S-15-9	SEWER MAIN POINT REPAIRS 10" MAIN 6' – 12'	LF	\$3,235.00
S-15-10	SEWER MAIN POINT REPAIRS 10" MAIN 12' – 18'	LF	\$4,905.00
S-15-11	SEWER MAIN POINT REPAIRS 10" MAIN 18' – 24'	LF	\$9,085.00
S-15-12	SEWER MAIN POINT REPAIRS 12" MAIN 0' – 6'	LF	\$3,555.00
S-15-13	SEWER MAIN POINT REPAIRS 12" MAIN 6' – 12'	LF	\$5,225.00
S-15-14	SEWER MAIN POINT REPAIRS 12" MAIN 12' – 18'	LF	\$6,900.00
S-15-15	SEWER MAIN POINT REPAIRS 12" MAIN 18' – 24'	LF	\$10,245.00
S-16-1	BYPASS PUMPING, 0 – 250 GPM	DAY	\$7,955.00
S-16-2	BYPASS PUMPING, 250 – 500 GPM	DAY	\$8,165.00
S-16-3	BYPASS PUMPING, 500 – 750 GPM	DAY	\$14,835.00
S-16-4	BYPASS PUMPING, 750 – 1,000 GPM	DAY	\$15,670.00
S-17-1	BORE & JACK 18" STEEL CASING W/ 6" PVC	LF	\$1,165.00
S-17-2	BORE & JACK 18" STEEL CASING W/ 8" PVC	LF	\$1,180.00
S-17-3	BORE & JACK 24" STEEL CASING W/ 8" PVC	LF	\$1,195.00
S-17-4	BORE & JACK 24" STEEL CASING W/ 10" PVC	LF	\$1,215.00
S-17-5	BORE & JACK 24" STEEL CASING W/ 12" PVC	LF	\$1,230.00
S-17-6	BORE & JACK 30" STEEL CASING W/ 12" PVC	LF	\$1,270.00
S-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	\$17.00
S-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	\$34.00
S-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	\$44.00
S-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	\$65.00
S-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	\$88.00
S-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	\$120.00
S-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	\$160.00
S-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	\$190.00
S-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	\$255.00
S-19-1	ABANDON SANITARY SEWER MAIN	LS	\$2,630.00
S-19-2	ABANDON AND REMOVE SANITARY SEWER MANHOLE	EA	\$1,675.00
S-19-3	ABANDON SANITARY SEWER FORCEMAIN	LS	\$2,860.00
S-19-4	FORCE MAIN GROUTING	CY	\$301.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
S-21-1	4" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$490.00
S-21-2	6" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$525.00
S-21-3	8" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$625.00
S-21-4	10" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$725.00
S-21-5	12" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	\$835.00
S-22-1	2" PVC FORCE MAIN	LF	\$18.00
S-22-2	4" PVC FORCE MAIN	LF	\$25.00
S-22-3	6" PVC FORCE MAIN	LF	\$33.00
S-22-4	8" PVC FORCE MAIN	LF	\$45.00
S-22-5	10" PVC FORCE MAIN	LF	\$64.00
S-22-6	12" PVC FORCE MAIN	LF	\$85.00
S-22-7	16" PVC FORCE MAIN	LF	\$145.00
S-22-8	18" PVC FORCE MAIN	LF	\$177.00
S-22-9	24" PVC FORCE MAIN	LF	\$300.00
S-22-10	4" DIP FORCE MAIN	LF	\$89.00
S-22-11	6" DIP FORCE MAIN	LF	\$74.00
S-22-12	8" DIP FORCE MAIN	LF	\$91.00
S-22-13	12" DIP FORCE MAIN	LF	\$135.00
S-22-14	16" DIP FORCE MAIN	LF	\$182.00
S-22-15	18" DIP FORCE MAIN	LF	\$211.00
S-22-16	24" DIP FORCE MAIN	LF	\$290.00
S-22-17	30" DIP FORCE MAIN	LF	\$480.00
S-23-1	2" PVC SCH 80 FITTINGS	EA	\$29.00
S-23-2	DIP MJ FITTINGS, 4"	EA	\$585.00
S-23-3	DIP MJ FITTINGS, 6"	EA	\$830.00
S-23-4	DIP MJ FITTINGS, 8"	EA	\$1,080.00
S-23-5	DIP MJ FITTINGS, 10"	EA	\$1,540.00
S-23-6	DIP MJ FITTINGS, 12"	EA	\$1,830.00
S-23-7	DIP MJ FITTINGS, 16"	EA	\$3,290.00
S-23-8	DIP MJ FITTINGS, 18"	EA	\$4,675.00
S-23-9	DIP MJ FITTINGS, 24"	EA	\$9,070.00
S-23-10	DIP MJ FITTINGS, 30"	EA	\$15,365.00
S-25-1	4" PLUG VALVE & VALVE BOX	EA	\$1,740.00
S-25-2	6" PLUG VALVE & VALVE BOX	EA	\$2,140.00
S-25-3	8" PLUG VALVE & VALVE BOX	EA	\$2,855.00
S-25-4	10" PLUG VALVE & VALVE BOX	EA	\$3,700.00
S-25-5	12" PLUG VALVE & VALVE BOX	EA	\$4,530.00
S-25-6	16" PLUG VALVE & VALVE BOX	EA	\$9,925.00
S-25-7	18" PLUG VALVE & VALVE BOX	EA	\$12,235.00
S-25-8	24" PLUG VALVE & VALVE BOX	EA	\$21,805.00
S-25-9	4" FLANGED PLUG VALVE	EA	\$1,065.00
S-25-10	6" FLANGED PLUG VALVE	EA	\$1,535.00
S-25-11	8" FLANGED PLUG VALVE	EA	\$2,115.00
S-25-12	10" FLANGED PLUG VALVE	EA	\$3,395.00
S-25-13	12" FLANGED PLUG VALVE	EA	\$4,215.00
S-25-14	4" FLANGED CHECK VALVE	EA	\$1,290.00
S-25-15	6" FLANGED CHECK VALVE	EA	\$2,010.00
S-25-16	8" FLANGED CHECK VALVE	EA	\$3,165.00
S-25-17	10" FLANGED CHECK VALVE	EA	\$4,555.00
S-25-18	12" FLANGED CHECK VALVE	EA	\$6,440.00
S-27-1	AIR RELEASE VALVE ASSEMBLY – INSIDE VAULT BELOW GROUND	EA	\$16,775.00
S-27-2	AIR RELEASE VALVE ASSEMBLY – ABOVE GROUND	EA	\$7,775.00
S-28	SEWAGE TANKER PUMPING	HR	\$330.00
RECLAIMED WATER CONSTRUCTION (012200-52)			
R-01-1	2" PVC RECLAIMED WATER MAIN	LF	\$18.00
R-01-2	4" PVC RECLAIMED WATER MAIN	LF	\$25.00
R-01-3	6" PVC RECLAIMED WATER MAIN	LF	\$33.00
R-01-4	8" PVC RECLAIMED WATER MAIN	LF	\$45.00
R-01-5	12" PVC RECLAIMED WATER MAIN	LF	\$85.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
R-01-6	16" PVC RECLAIMED WATER MAIN	LF	\$145.00
R-01-7	18" PVC RECLAIMED WATER MAIN	LF	\$177.00
R-01-8	4" DIP RECLAIMED WATER MAIN	LF	\$64.00
R-01-9	6" DIP RECLAIMED WATER MAIN	LF	\$50.00
R-01-10	8" DIP RECLAIMED WATER MAIN	LF	\$61.00
R-01-11	12" DIP RECLAIMED WATER MAIN	LF	\$94.00
R-01-12	16" DIP RECLAIMED WATER MAIN	LF	\$130.00
R-01-13	18" DIP RECLAIMED WATER MAIN	LF	\$148.00
R-03-1	2" PVC SCH 80 FITTINGS	EA	\$28.00
R-03-2	DIP MJ FITTINGS, 4"	EA	\$355.00
R-03-3	DIP MJ FITTINGS, 6"	EA	\$505.00
R-03-4	DIP MJ FITTINGS, 8"	EA	\$635.00
R-03-5	DIP MJ FITTINGS, 10"	EA	\$880.00
R-03-6	DIP MJ FITTINGS, 12"	EA	\$1,050.00
R-03-7	DIP MJ FITTINGS, 14"	EA	\$1,595.00
R-03-8	DIP MJ FITTINGS, 16"	EA	\$2,125.00
R-03-9	DIP MJ FITTINGS, 18"	EA	\$2,700.00
R-03-10	DIP MJ CROSS 4"	EA	\$690.00
R-03-11	DIP MJ CROSS 6"	EA	\$890.00
R-03-12	DIP MJ CROSS 8"	EA	\$1,045.00
R-03-13	DIP MJ CROSS 10"	EA	\$1,535.00
R-03-14	DIP MJ CROSS 12"	EA	\$2,020.00
R-03-15	DIP MJ CROSS 14"	EA	\$3,235.00
R-03-16	DIP MJ CROSS 16"	EA	\$4,690.00
R-03-17	DIP MJ CROSS 18"	EA	\$5,800.00
R-05-1	2" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,020.00
R-05-2	4" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,365.00
R-05-3	6" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$1,660.00
R-05-4	8" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$2,270.00
R-05-5	10" GATE VALVE WITH SST STEM & VALVE BOX	EA	\$3,240.00
R-05-6	12" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$2,920.00
R-05-7	16" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$5,015.00
R-05-8	18" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$6,145.00
R-05-9	24" BUTTERFLY VALVE WITH SST STEM & VALVE BOX	EA	\$10,990.00
R-14-1	1" SINGLE RECLAIMED WATER SERVICE - SHORT	EA	\$610.00
R-14-2	1" SINGLE RECLAIMED WATER SERVICE - LONG	EA	\$1,035.00
R-14-3	1" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	\$890.00
R-14-4	1" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	\$1,280.00
R-14-5	2" SINGLE RECLAIMED WATER SERVICE - SHORT	EA	\$2,920.00
R-14-6	2" SINGLE RECLAIMED WATER SERVICE - LONG	EA	\$3,470.00
R-14-7	2" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	\$3,990.00
R-14-8	2" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	\$4,570.00
R-16-1	2" TAP ON EXISTING 8" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$1,310.00
R-16-2	2" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$1,500.00
R-16-3	8" TAP ON EXISTING 8" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$4,370.00
R-16-4	8" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$4,475.00
R-16-5	12" TAP ON EXISTING 12" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$8,750.00
R-16-6	16" TAP ON EXISTING 16" RECLAIMED WATER MAIN W/ VALVE & SST STEM	EA	\$17,275.00
R-18-1	DIRECTIONAL BORE 2" PVC	LF	\$20.00
R-18-2	DIRECTIONAL BORE 4" PVC	LF	\$38.00
R-18-3	DIRECTIONAL BORE 6" PVC	LF	\$54.00
R-18-4	DIRECTIONAL BORE 8" PVC	LF	\$83.00
R-18-5	DIRECTIONAL BORE 10" PVC	LF	\$116.00
R-18-6	DIRECTIONAL BORE 12" PVC	LF	\$160.00
R-18-7	DIRECTIONAL BORE 16" PVC	LF	\$270.00
R-18-8	DIRECTIONAL BORE 2" HDPE	LF	\$17.00
R-18-9	DIRECTIONAL BORE 4" HDPE	LF	\$34.00
R-18-10	DIRECTIONAL BORE 6" HDPE	LF	\$44.00
R-18-11	DIRECTIONAL BORE 8" HDPE	LF	\$65.00
R-18-12	DIRECTIONAL BORE 10" HDPE	LF	\$88.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
R-18-13	DIRECTIONAL BORE 12" HDPE	LF	\$120.00
R-18-14	DIRECTIONAL BORE 16" HDPE	LF	\$190.00
R-22-1	ABANDON RECLAIMED WATER MAIN	LS	\$2,860.00
*ALL BELOW LINE ITEMS ARE FOR CHEMICAL GROUTING & LINING WORK ONLY. INCLUDES BASIC MOT ITEMS AROUND VEHICLES (CONSTRUCTION/MEN WORKING SIGNS & CONES). LINE ITEM G-05 WILL BE USED IF ADDITIONAL MOT OR SAFETY ITEMS ARE NEEDED.			
CHEMICAL GROUTING (EXHIBIT C)			
B1	TEST AND SEAL JOINTS, 8-INCH AND 10-INCH GRAVITY PIPE	EA	\$187.50
B2	TEST AND SEAL JOINTS, 12-INCH AND 15-INCH GRAVITY PIPE	EA	\$187.50
B3	TEST AND SEAL JOINTS, 18-INCH AND 21-INCH GRAVITY PIPE	EA	\$250.00
B4	WORK IN REAR-YARD EASEMENT - (ITEMS B1 THROUGH F16)	EA	\$493.75
B5	CHEMICAL GROUT FOR SEALING SEWER JOINTS	GAL	\$27.50
B6	CHEMICAL ROOT REMOVAL (8-INCH THROUGH 12-INCH)	LF	\$5.00
B7	CHEMICAL ROOT REMOVAL (15-INCH THROUGH 21-INCH)	LF	\$5.65
B8	GROUT/SEAL LATERAL CONNECTION 8 & 10 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$331.25
B9	GROUT/SEAL LATERAL CONNECTION 12 & 15 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$375.00
B10	GROUT/SEAL LATERAL CONNECTION 18 & 24 MAIN, 4 & 6-INCH LATERALS (3' MINIMUM)	EA	\$500.00
SECTIONAL AND LATERAL LINERS			
D1	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 6-INCH TO 12-INCH DIAMETER	EA	\$4,226.25
D2	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 6-INCH TO 12-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$120.75
D3	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 15-INCH TO 18-INCH DIAMETER (UP TO 6 FEET IN LENGTH, ALL DEPTHS)	EA	\$8,193.75
D4	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 15-INCH TO 18-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$189.75
D5	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 21-INCH DIAMETER (UP TO 6 FEET IN LENGTH, ALL DEPTHS)	EA	\$10,120.00
D6	INSTALL CURED-IN-PLACE SECTIONAL PIPE LINERS, 21-INCH DIAMETER (PER LINEAR FOOT BEYOND 6 FEET IN LENGTH, ALL DEPTHS)	LF	\$247.25
D7	REINSTATE LATERALS AND GROUT ANNULAR SPACE	EA	\$630.00
D8	FCLRL - CURED-IN-PLACE LATERAL LINER 6-INCH TO 10-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$4,887.50
D9	FCLRL - CURED-IN-PLACE LATERAL LINER 12-INCH TO 15-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$6,555.00
D10	FCLRL - CURED-IN-PLACE LATERAL LINER 18-INCH TO 21-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$7,894.75
D11	FCLRL - CURED-IN-PLACE LATERAL LINER 24-INCH MAIN, 4 & 6-INCH LATERAL PIPE, UP TO 15 LINEAR FEET (ALL DEPTHS)	EA	\$10,183.25
D13	FCLRL - CURED-IN-PLACE MH DROP LINER 8-INCH TO 15-INCH MAIN, 8-INCH TO 10-INCH MANHOLE DROP CONNECTION, UP TO 12 LINEAR FEET OF DROP (ALL DEPTHS)	EA	\$4,250.40
D14	LATERAL LINER 4 & 6-INCH PIPE, GREATER THAN 15 LINEAR FEET (ALL DEPTHS)	LF	\$109.25
D15	INSTALL CIP LINER IN 4-INCH TO 6-INCH LATERALS, ALL DEPTHS (INCLUDES 15 FEET OF LATERAL)	EA	\$3,565.00
D16	INSTALL CIP LINER IN 4-INCH TO 6-INCH LATERALS, ALL DEPTHS (PER LINEAR FOOT BEYOND 15 FEET OF LATERAL PIPE)	LF	\$109.25
D17	INSTALL FULL-CIRCLE CIP MAINLINE/LATERAL CONNECTION INTERFACE SEAL (MINIMUM 3) IN 6- 10- INCH MAIN WITH 4-INCH TO 6-INCH LATERALS, ALL DEPTHS	EA	\$3,967.50
D18	INSTALL FULL-CIRCLE CIP MAINLINE/LATERAL CONNECTION INTERFACE SEAL (MINIMUM 3) IN 12- 21- INCH MAIN WITH 4-INCH TO 6-INCH LATERALS, ALL DEPTHS	EA	\$6,583.75
D19	10- INCH MAIN WITH 4-INCH TO 6-INCH LATERAL PIPE, UP TO 6 INCHES OF LATERAL PIPING, ALL DEPTHS	EA	\$3,967.50
D20	TO 21-INCH MAIN, 4-INCH & 6-INCH LATERAL PIPE, UP TO 6 INCHES OF LATERAL PIPING, ALL DEPTHS	EA	\$6,583.75
D21	TRANSITIONAL LINER 6-INCH TO 4-INCH	EA	\$575.00
D22	COATING REMOVAL/SURFACE PREPARATION (ITEMS D17 - D20)	EA	\$327.75

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
D23	SEWER LATERAL TV INSPECTION FROM MAIN WITH PAN & TILT CAMERA (UP TO 30 FEET)	EA	\$408.25
D24	SEWER LATERAL TV INSPECTION FROM MAIN with PAN & TILT CAMERA (BEYOND 30 FEET)	LF	\$9.20
D25	SEWER LATERAL TV INSPECTION FROM CLEANOUT (UP TO 30 FEET)	EA	\$327.75
D26	SEWER LATERAL TV INSPECTION FROM CLEANOUT (BEYOND 30 FEET)	LF	\$9.20
D27	LATERAL PIPE GROUTING TO FACILITATE PROPER LATERAL LINER INSTALLATION	EA	\$2,587.50
D28	LATERAL PIPE TESTING (10% OF INSTALLATIONS)	EA	\$517.50
CIP MAINLINE PIPE LINING			
E1	INSTALL CURED-IN-PLACE LINER, 18-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$138.00
E2	INSTALL CURED-IN-PLACE LINER, 18-INCH DIAMETER GRAVITY MAINS (12 TO 16 FEET IN DEPTH)	LF	\$138.00
E3	INSTALL CURED-IN-PLACE LINER, 21-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$270.00
E4	INSTALL CURED-IN-PLACE LINER, 21-INCH DIAMETER GRAVITY MAINS (12 TO 16 FEET IN DEPTH)	LF	\$270.00
E5	INSTALL CURED-IN-PLACE LINER, 24-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$286.00
E6	INSTALL CURED-IN-PLACE LINER, 24-INCH DIAMETER GRAVITY MAINS (12 TO 18 FEET IN DEPTH)	LF	\$286.00
E7	INSTALL CURED-IN-PLACE LINER, 30-INCH DIAMETER GRAVITY MAINS (6 TO 12 FEET IN DEPTH)	LF	\$360.00
E8	INSTALL CURED-IN-PLACE LINER, 30-INCH DIAMETER GRAVITY MAINS (12 TO 18 FEET IN DEPTH)	LF	\$360.00
FORM AND FORM PIPE LINING			
F1	INSTALL FOLD AND FORM LINER, 8-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$35.00
F2	INSTALL FOLD AND FORM LINER, 10-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$45.00
F3	INSTALL FOLD AND FORM LINER, 12-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$50.00
F4	INSTALL FOLD AND FORM LINER, 15-INCH DIAMETER GRAVITY MAINS (ALL DEPTHS)	LF	\$105.00
F5	SEWER MAIN CLEANING AND TV INSPECTION (8-INCH THROUGH 12-INCH)	LF	\$2.35
F6	SEWER MAIN CLEANING AND TV INSPECTION (15-INCH THROUGH 21-INCH)	LF	\$3.10
F7	SEWER MAIN CLEANING AND TV INSPECTION (21-INCH THROUGH 24-INCH)	LF	\$5.60
F8	REINSTATE LATERALS AND GROUT ANNULAR SPACE	EA	\$495.00
F9	MECHANICAL ROOT OR GREASE REMOVAL (12-INCH AND SMALLER)	LF	\$4.15
F10	MECHANICAL ROOT OR GREASE REMOVAL (15-INCH THROUGH 24-INCH)	LF	\$8.15
F11	MECHANICAL TUBERCULATION REMOVAL (12-INCH OR SMALLER)	LF	\$22.50
F12	MECHANICAL TUBERCULATION REMOVAL (15-INCH THROUGH 24-INCH)	LF	\$31.25
F13	PROTRUDING SERVICE CONNECTION REMOVED BY INTERNAL MEANS	EA	\$331.25
F14	BYPASS PUMPING (6-INCH AND 10-INCH SEWER)	DAY	\$1,875.00
F15	BYPASS PUMPING (12-INCH AND 15-INCH SEWER)	DAY	\$10,625.00
F16	BYPASS PUMPING (18-INCH AND 30-INCH SEWER)	DAY	\$18,125.00

1. **Group “B” – Chemical Grouting:** Testing and chemical grouting of pipe, root removal, cleanout installation, bypass pumping and TV surveying.
2. **Group “D” – Cured-in-Place Sectionals and Lateral Lining:** Cured-in-place lateral lining, sectional lining of mains and mainline/lateral connection. Television survey on service lateral pipes using special camera systems and associated cleanout installation and bypass pumping. Lateral camera surveys must have pan and tilt capabilities, associated work such as cleaning and preparation, cleanout installation, bypass pumping, traffic control and TV survey.
3. **Group “E” – Cured-in-place Lining:** Cured-in-place pipe lining for gravity mains and laterals and associated work such as cleaning and preparation, lateral reinstatement, cleanout installation, bypass pumping, traffic control and TV survey. Cured-in-place lateral lining, sectional lining of mains, and mainline/laterals connection interface seal installation. Television survey on service lateral pipes using special camera systems and associated cleanout installation and bypass pumping.
4. **Group “F” – Fold-and-Form Lining:** Fold-in-form pipelining for gravity mains, and associated work such as cleaning and preparation, lateral reinstatements, cleanout installation, bypass pumping, traffic control and TV survey. Television survey on service lateral pipes using special camera systems and associated cleanout installation and bypass pumping.

Measurement and Payment

1. Group “B” – Chemical Grouting Payment Items

a. Items B1 to B3 – Testing and sealing sewer joints

(1) These items of work will be measured and paid for at the unit price per each joint of pipe tested and sealed as delineated by the pipe size brackets named in the Schedule of Price Bid. Each unit price bid shall include all work including, but not limited to, setups, flow isolation, testing, sealing, maintenance, transportation, traffic control, labor, work, materials, reporting and documentation, or any other costs associated with pipe joint testing and sealing.

b. Item B5 – Chemical grout for sealing sewer joints

(1) This item of work will be measured and paid for at the unit price per gallon of grout used to seal sewer joint regardless of pipe size. The price shall include all setups, maintenance,

transportation, traffic control, labor, work, materials, or any other costs associated with chemical grouting of sewer joints. Chemical grout for sealing sewer laterals or lateral connections will not be paid for by this item

c. Items B7 to B7 – Chemical root removal in sewer lines

(1) This item of work will be measured and paid for at the unit price per linear foot for each sewer size bracket named in the Schedule of Price Bid. Measurement of lines shall be made based on the horizontal projection of the centerline of the pipe between manholes, measured to the nearest foot from inside wall of manhole to inside wall of manhole, not including the manhole chamber, in the pipe which root removal/treatment was performed.

(2) Each unit price bid for root removal and chemical root treatment in sewer lines shall include cleaning; all mechanical methods of root removal specified or not; all herbicides or chemical treatment specified or not and/or all equipment, materials and labor which shall be used to provide an open sewer (no blockages or constrictions due to roots or vegetation) to an acceptable condition and ready for any and all repairs.

(3) The OWNER may authorize root removal as a separate pay item when root intrusion is sufficiently heavy to prevent the completion of inspection or following completion of successful cleaning and inspection. Root removal not authorized in writing by the OWNER shall be considered part of the cleaning operation and shall not be considered a separate pay item.

(4) Sewer line or manhole cleaning is not a separate bid item. The prices for all cleaning of sewers and manholes; verification of adequate cleaning by pulling double squeegees; hoses; nozzles; water; labor; materials and/or any other work required to clean the sewers to a degree acceptable for television inspection and subsequent repairs shall be included in the bid item in which the rehabilitation occurs.

d. Items B8 to B10 – Grout/Sealing Lateral Connection 4&6-inch Laterals with Chemical Grout

(1) This item of work will be measured and paid for at the unit price per each lateral connection sealed. The price bid shall include all setups, maintenance, transportation, traffic control, labor, work, materials, or any other costs associated with chemical grouting of the lateral joints. Measurement shall be made based on the horizontal projection of the centerline of the pipe between sewer main and property line. Chemical grout will not be paid for separately and shall be included in the unit price bid for this item.

2. Group "D" – Sectional Liners and Lateral Liners Payment Items

a. Items D1 to D6 – Install cured-in-place sectional pipe liners

- (1) Items D1, D3, and D5 will be measured and paid at the unit price per each cured-in-place sectional pipe liner installed up to 6 feet, as delineated by the pipe size brackets named in the Schedule of Price Bid. Each unit price bid shall provide full compensation for all work including, but not limited to, furnishing, and installing section of liner; pipe cleaning; television inspections; all labor, materials and equipment specified or not which will provide a complete and acceptable liner installation, in accordance with the technical specifications.
- (2) Items D2, D4, and D6 will be paid for in addition to the price paid under corresponding Items D1, D3, or D5 as applicable, at the unit price bid per linear foot of liner installed beyond 6 feet and up to 9 feet. This item will be full compensation for all additional costs associated with work of installing sectional liner beyond 6 feet. Any sectional liner extending beyond 9 feet and up to 12 feet shall be paid for as two single liners under Items D1, D3, or D5, in accordance with the technical specifications.
- (3) Payment for bypass pumping, if required (other than because of damage caused by the CONTRACTOR), will be paid for under a separate item.

b. Item D7 – Reinstate laterals and grout annular space

- (1) This item of work will be measured and paid at the unit price per each lateral reinstated and shall include, but not be limited to, blocking or plugging incoming line; removal, transportation and disposal of material generated by cleaning and preparation; television surveys, furnishing the equipment necessary to internally cut out the liner to at least 95 percent of the circumference of the lateral, cutting out the coupon; wire-brushing the cut to remove jagged edges; recovering all waste material from the sewer; service pipe cleaning; sealing the lateral connection to the liner including the first joint of the lateral connection; grouting the annular space using 3' minimum lateral bladder; performing all repairs required due to damage caused by the CONTRACTOR, and all appurtenant and miscellaneous items and work, in accordance with the technical specifications.
- (2) If the CONTRACTOR damages the host pipe during lateral reinstatement, the CONTRACTOR shall repair the host pipe to the satisfaction of the OWNER at no additional cost.
- (3) If grouting of the annular space at the reinstated lateral results in residual grout in greater than 50 percent the circumference of the lateral, such grout shall be removed at no additional cost.

c. Items D8 to D12 – Full Circle Lateral Repairs Liner (FCLRL), in various-sized main with 4-inch to 6-inch laterals

(1) This item of work will be measured and paid for at the unit price per each as delineated by the pipe size and depth brackets named in the Bid Form, and shall include up to 15 feet of lateral. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; television surveys; pipe liner; cleaning; testing; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

(2) This item of work will be measured and paid for at the unit price per linear foot of sewer laterals lined beyond 15 feet of lateral, in addition to the corresponding item with Bid Form units of "EA". This item will be full compensation for all additional costs associated with work of installing liner beyond 15 feet.

(3) Payment for bypass pumping, if required (other than because of damage caused by the CONTRACTOR) will be paid for under a separate item.

d. Items D13 to D16 – Install CIP liner in 4-inch to 6-inch laterals, various depths.

(1) This item of work will be measured and paid for at the unit price per each and shall include up to 15 feet of lateral. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; television surveys; pipe liner; cleaning; testing; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

(2) This item of work will be measured and paid for at the unit price per linear foot of sewer laterals lined beyond 15 feet of lateral, in addition to the corresponding item with Bid Form units of "EA". This item will be full compensation for all additional costs associated with work of installing liner beyond 15 feet.

(3) Payment for bypass pumping, if required (other than because of damage caused by the CONTRACTOR) will be paid under a separate item.

e. Items D17 to D18 – Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 6-inch to 21-inch main with 4-inch to 6-inch laterals, all depths.

(1) This item will be paid at the unit price per each and shall include furnishing all labor, equipment, and materials needed to install a mainline/lateral connection interface seal that extends a minimum of 3-feet into the lateral. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging

incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; television surveys; pipe liner; recovering all waste material from the sewer; testing; cleanup; performing all repairs required due to damage caused by the CONTRACTOR; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

Coating removal / Surface preparation will be required when an interface seal is installed over an existing Full-Circle CIP liner, and will be separately compensated using the applicable pay item.

f. Items D19 to D20 – Install Full-Circle CIP mainline/lateral connection interface seal 6-in to 21-inch main, 4-inch & 6-inch lateral pipe, up to 6-inch of lateral piping, all depths.

(1) This item will be paid at the unit price per each and shall include furnishing all labor, equipment, and materials needed to install a mainline/lateral connection interface seal that extends a minimum of 6-inches into the lateral. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; television surveys; pipe liner; recovering all waste material from the sewer; testing; cleanup; performing all repairs required due to damage caused by the CONTRACTOR; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

(2) Coating removal / Surface preparation will be required when an interface seal is installed over an existing CIP liner, and will be separately compensated using the applicable pay item.

g. Item D21 – Transitional liner (6-inch to 4-inch)

(1) This item of work will be measured and paid for at the unit price per each, as defined in the Bid Form. Payment of the unit price per each will provide complete compensation for furnishing materials and all labor, tools, equipment and incidentals, to provide as directed by the OWNER, a transitional liner (6-inch to 4-inch), as part of a T-liner or lateral liner, complete in place. Payment for this item, when authorized by the OWNER, shall be in addition to a T-liner or lateral liner, in accordance with the technical specifications

h. Item D22 – Coating Removal

(1) This item of work will be measured and paid for at the unit price per each, as defined in the Bid Form. Payment of the unit price per each will provide complete compensation for furnishing materials and all labor, tools, equipment and incidentals, to remove the coatings in mainline cured-in-place liners prior to the installation of a mainline/lateral connection interface

seal. Payment for this item, when authorized by the OWNER, shall be in addition to a mainline/lateral connection interface seal, in accordance with the technical specifications.

i. Item D23 – Televis service lateral and locate from mainline (up to 30 feet)

(1) This item of work will be measured and paid at the unit price per each of lateral televised. Payment of the unit price per each will provide for complete compensation for furnishing all labor, equipment, tools, and materials for preparatory cleaning and televising of sanitary sewer service laterals, including all incidentals such as traffic control and sewer plugging, in accordance with the technical specifications.

j. Item D24 – Televis service lateral and locate from mainline (beyond 30 feet)

(1) This item of work will be measured and paid for at the unit price per foot of sewer laterals televised in addition to Item D1. Payment of the unit price for each will provide for complete compensation for furnishing all labor, equipment, tools and materials, preparatory cleaning, and televising service lateral including all incidentals such as traffic control and sewer plugging, in accordance with the technical specifications.

k. Item D25 – Televis lateral from cleanout (up to 30 feet)

(1) This item of work will be measured and paid at the unit price per each of lateral televised. Payment of the unit price per each will provide for complete compensation for furnishing all labor, equipment, tools, and materials for preparatory cleaning and televising sanitary sewer service laterals, including all incidentals such as traffic control and sewer plugging, in accordance with the technical specifications.

l. Item D26 – Televis lateral from cleanout (beyond 30 feet)

(1) This item of work will be measured and paid for at the unit price per foot of sewer laterals televised in addition to Item D4. Payment of the unit price for each will provide for complete compensation for furnishing all labor, equipment, tools and materials, preparatory cleaning and televising service lateral including all incidentals such as traffic control and sewer plugging, in accordance with the technical specifications.

m. Items D27 - Lateral grouting (if required in preparation for FCLRL, lateral liner, or mainline/lateral connection interface seal installation)

(1) This item of work will be measured and paid at the unit price per each lateral grouting performed, with the advance concurrence of the OWNER, in association with the performance

of a FCLRL, lateral liner, or mainline/lateral connection interface seal installation. Payment of the unit price per each will provide complete compensation for furnishing materials and all labor, tools and equipment and incidentals, to chemically grout leaking laterals prior to the installation of a FCLRL, lateral liner, or mainline/lateral connection interface seal, complete in place. Payment for this item, when authorized by the OWNER, shall be in addition to a FCLRL, lateral liner, or mainline/lateral connection interface seal, in accordance with the technical specifications.

Item D28 – Lateral testing

This item of work will be measured and paid at the unit price per each lateral tested (10% of installed liners). Payment of the unit price per each will provide complete compensation for furnishing materials and all labor, tools and equipment and incidentals, to test laterals that have been lined. Payment for this item, when authorized by the OWNER, shall be in addition to a FCLRL, lateral liner, or mainline/lateral connection interface seal. There will be no payment for laterals that fail the test, in accordance with the technical specifications.

3. Group “E” Cured-in-Place Pipe (CIPP) Lining Pay Items

a. Items E1 to E8 – Install CIPP liner in gravity mains.

(1) This work will be measured and paid at the unit price per linear foot of liner as delineated by the pipe size and depth brackets named in the Bid Proposal. Measurement shall be made based on the horizontal projection of the centerline of the permanently installed liner between manholes, including the laying length of fittings along the run, measured to the nearest foot from the inside wall of manhole to inside wall of manhole for each section lined. Each unit price bid shall include, but not be limited to, all necessary or required resident notification, traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; pre- and post-lining television surveys; chemical joint sealing if necessary; pipe lining; the cost of obtaining a water meter from the OWNER; cleaning; sample collection; grouting to eliminate infiltration at service connections and liner ends; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

(2) Where post-installation thickness measurements and/or physical property testing is performed, payment for installed liner will be made as itemized below:

(a) Full payment – If thickness, flexural strength, and flexural modulus of elasticity of installed liner are all 95 percent or more of specified values, full payment will be made accordingly.

(b) Adjusted payment for 90 to 94 percent of specified values –If thickness, flexural strength, or flexural modulus of elasticity of installed liner are between 90 and 95 percent of

specified values, payment will be made based on an Adjusted Unit Price, which shall equal the Unit Price bid, multiplied by a Value Factor calculated as follows:

1) Value Factor = * thickness x * flexural strength x * flexural modulus of elasticity'.

* Insert actual measured or test result expressed as a fraction of the specified value.
Maximum allowable is 1.

3) Payment for bypass pumping and service lateral connections, if required (other than because of damage caused by the CONTRACTOR) will be paid for under a separate item.

4. Group "F" – Fold and Form Lining Payment Items

a. Items F1 to F4 – Install liner

(1) This work will be measured and paid at the unit price per linear foot of liner as delineated by the pipe size named in the Bid Proposal. Measurement shall be made based on the horizontal projection of the centerline of the permanently installed liner between manholes, including the laying length of fittings along the run, measured to the nearest foot from the inside wall of manhole to inside wall of manhole for each section lined. Each unit price bid shall include, but not be limited to, all necessary or required resident notification, traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; pre- and post-lining television surveys; chemical joint sealing if necessary; pipe lining; the cost of obtaining a water meter from the OWNER; cleaning; sample collection; grouting to eliminate infiltration at service connections and liner ends; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable liner installation, in accordance with the technical specifications.

(2) Payment for bypass pumping and service lateral connections, if required (other than because of damage caused by the CONTRACTOR) will be paid for under a separate item.

b. Item F5 – Reinstate laterals and grout annular space

(1) This item of work will be measured and paid at the unit price per each lateral reinstated and shall include, but not be limited to, blocking or plugging incoming line, removal, transportation and disposal of material generated by cleaning and preparation; television surveys, furnishing the equipment necessary to internally cut out the liner to at least 95 percent of the circumference of the lateral, cutting out the coupon; wire-brushing the cut to remove jagged edges; recovering all waste material from the sewer; service pipe cleaning; sealing the lateral connection to the liner including the first joint of the lateral connection; grouting the annular space using 3' minimum lateral bladder; performing all repairs required due to damage caused by the CONTRACTOR, and all appurtenant and miscellaneous items and work, in accordance with the technical specifications.

(2) If the CONTRACTOR damages the host pipe during lateral reinstatement, the CONTRACTOR shall repair the host pipe to the satisfaction of the OWNER at no additional cost.

(3) If grouting of the annular space at the reinstated lateral results in residual grout in greater than 50 percent the circumference of the lateral, such grout shall be removed at no additional cost.

5. Items in Common

a. Sewer main cleaning and TV inspection

(1) This item will be paid for at the unit price bid per foot of sewer cleaned and televised for inspection only, when a sewer repair is not performed due to change of field conditions, or as directed by the OWNER. The unit price shall provide full compensation for all work required to perform television inspection of sanitary sewer including, but not limited to, furnishing all labor, equipment and material for cleaning, flow isolation, TV inspection, and all incidentals related to sewer inspection. The products shall be acceptable to the OWNER or otherwise the CONTRACTOR shall re-televiser the sewer line to the satisfaction of the OWNER. Sewer main cleaning shall include drop connections, in accordance with the technical specifications.

(2) Cleaning and TV inspection performed to prepare for a repair or to document a completed repair are not considered separate pay items. Costs for such cleaning and TV inspection shall be included in the contract unit cost for each particular repair.

b. Sewer lateral cleaning and TV inspection

(1) This item will be paid for at the unit price bid per foot of sewer lateral cleaned and televised for inspection only, when a sewer repair is not performed due to change of field conditions, or as directed by the OWNER. The unit price shall provide full compensation for all work required to perform television inspection of sanitary sewer service laterals including, but not limited to, furnishing all labor, equipment, tools and material for cleaning, flow isolation, TV inspection, and all incidentals related to sewer inspection. The products shall be acceptable to the OWNER or otherwise the CONTRACTOR shall re-televiser the sewer line to the satisfaction of the OWNER, in accordance with the technical specifications.

(2) Cleaning and TV inspection performed to prepare for a repair or to document a completed repair are not considered separate pay items. Costs for such cleaning and TV inspection shall be included in the contract unit cost for each particular repair.

c. Mechanical root or grease removal

(1) Removal of grease or roots involving the use of special equipment will be considered special cleaning and will be measured and paid per linear foot additionally to cleaning, depending on the pipeline diameter and the type of cleaning, as shown on the Schedule of

Prices. The unit price shall provide full compensation for all work required to perform such cleaning including, but not limited to, furnishing all labor, equipment and material for cleaning, flow isolation, pre- and post-cleaning TV inspection, traffic control, and all incidentals. The products shall be acceptable to the OWNER or otherwise the CONTRACTOR shall re-clean and re-televiser the sewer line to the satisfaction of the OWNER, in accordance with the technical specifications.

(2) Special cleaning not authorized in writing by the OWNER shall be considered part of the cleaning operation and shall not be considered a separate pay item.

(3) Sewer line or manhole cleaning is not a separate bid item. The prices for all cleaning of sewers and manholes; verification of adequate cleaning by pulling double squeegees; hoses; nozzles; water; labor; materials and/or any other work required to clean the sewers to a degree acceptable for television inspection and subsequent repairs shall be included in the bid item in which the rehabilitation occurs.

d. Mechanical tuberculation/concrete removal

(1) Removal of tuberculation in cast iron pipe, or concrete in pipe, involving the use of special equipment will be considered special cleaning and will be measured and paid per linear foot additionally to cleaning, depending on the pipeline diameter and the type of cleaning, as shown on the Schedule of Prices. The unit price shall provide full compensation for all work required to perform such cleaning including, but not limited to, furnishing all labor, equipment and material for cleaning, flow isolation, pre- and post-cleaning TV inspection, traffic control, and all incidentals. The products shall be acceptable to the OWNER or otherwise the CONTRACTOR shall re-clean and re-televiser the sewer line to the satisfaction of the OWNER, in accordance with the technical specifications.

(2) Special cleaning not authorized in writing by the OWNER shall be considered part of the cleaning operation and shall not be considered a separate pay item.

(3) Sewer line or manhole cleaning is not a separate bid item. The prices for all cleaning of sewers and manholes; verification of adequate cleaning by pulling double squeegees; hoses; nozzles; water; labor; materials and/or any other work required to clean the sewers to a degree acceptable for television inspection and subsequent repairs shall be included in the bid item in which the rehabilitation occurs.

e. Protruding service connection removal by internal means

(1) The OWNER may request that the CONTRACTOR remove protruding service connections, typically to allow completion of inspection or as a prelude to lining. The CONTRACTOR shall use non-destructive robotic techniques. The use of equipment that may damage the existing service connection will not be allowed. The CONTRACTOR shall not perform this work prior to receiving written authorization from the OWNER, in accordance with the technical specifications.

- (2) Measurement shall be per protruding service connection removed.
- 3) Payment shall be at the unit price bid, per each protruding service connection removed, provided in the Bid Proposal and shall include full compensation for accessing the site, wastewater flow control, performing the protruding service connection removal, and all else incidental thereto for which separate payment is not provided under other items in the Bid Proposal.

f. Bypass pumping

- (1) These items shall provide full compensation for bypass pumping operations required for sewer and manhole repair work. The CONTRACTOR shall attempt to perform the sewer work without bypass pumping. However, if, in the opinion of the OWNER bypass pumping is necessary, it will be identified as a payment item. The pay item is a charge per day for all bypass pumping operations during a specific sewer repair, including services, regardless of the number of pumps required. Bypass Pumping shall be bid on the basis of sewer size, which is bypassed, in accordance with the technical specifications.

g. Installation in rear-yard easement

- (1) Payment shall be at the unit price bid, per easement repair performed, provided in the Bid Proposal and shall include full compensation for all additional labor, materials, equipment and incidentals required to perform work away from vehicular traveled ways, if so requested by the OWNER, in association with any other work under this contract. This item will be paid in addition to the price paid under the corresponding work item, and will only be paid when the area where work must necessarily be performed is in the easement area and presents restrictions to vehicular access from roads, alleys, driveways, or other features suitable for access by the installation vehicles. This item shall be full compensation for all additional costs associated with working in an easement area.
- (2) When the CONTRACTOR judges that this item is applicable, the CONTRACTOR shall obtain the OWNER's concurrence on such judgment in advance of performing the work.

END OF SECTION

CIP FULL CIRCLE MAIN / LATERAL CONNECTION

PART 1 - GENERAL**1.1 SCOPE OF WORK**

- A. The work specified in this section consists of providing for the reconstruction of a particular mainline section and the adjacent lateral sewer pipe without excavation while providing a structural one-piece leak free connection at the interface of the mainline and lateral pipelines.

1.2 GENERAL

- A. The reconstruction will be accomplished using a non-woven fabric tube of particular length and a thermoset resin with physical and chemical properties appropriate for the application. The lateral tube within a translucent inversion bladder is vacuum impregnated with the resin then placed inside a protective carrying device. The mainline liner that is physically attached to the lateral tube is affixed around a rigid launching device. The launching device and protective carrying device are winched into the existing sewer. When the launching device is properly positioned at the lateral connection, the mainline liner is inflated and the resin saturated tube is inverted up through the lateral pipe, using air or water pressure, by the action of the inversion bladder. Once the tube/resin composite is cured, the inversion bladder and launching/carrying devices are removed. The cured-in-place mainline/lateral connection repair system shall be "T-Liner" or approved equal.

1.3 QUALIFICATIONS

- A. The Qualifications of the CONTRACTOR shall be submitted with submittal. These Qualifications shall include detailed descriptions of the following:

1. The CONTRACTOR shall sign and date the information provided and certify, that to the extent of his knowledge, the information is true and accurate, and that the supervisory personnel submitted will be directly involved with and used on this project. Substitutions of personnel will not be allowed without written authorization of the OWNER.
2. Specialty technicians shall be certified by the proposed product manufacturer and/or its authorized representative. Certifications shall be submitted to the OWNER.

PART 2 - PRODUCTS**2.1 GENERAL**

- A. The finished liner shall be fabricated from material as specified in this section which when cured will be resistant to the corrosive effects of the raw sewage and hydrogen sulfide.
- B. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit to be repaired as specified by the OWNER.

- C. The liner shall be one piece and will consist of a lateral portion and the mainline portion with one or more layers of flexible needled felt or an equivalent non-woven material. The liner will be continuous in length and the wall thickness shall be uniform. No overlapping sections shall be allowed in the circumference or the length of the lateral liner. The tube will be capable of conforming to offset joints, bells, and disfigured pipe sections. The mainline liner will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the diameter of the mainline pipe. The resin will be polyester or vinyl ester or epoxy, with proper catalysts as designed for the specific application. The cured-in-place pipe shall provide a smooth bore interior. Both the lateral pipe and the main connection shall have a design report documenting the design criteria, fully deteriorated pipe section for the lateral and partially deteriorated for the main (if the main has already been lined), relative to the hydrostatic pressures, depth of soil cover, and type of soil. The mainline sectional liner shall be a full-circle 16-inch long CIPP liner integrally manufactured to the lateral liner providing a seamless connection between the mainline pipe liner and the lateral liner. Installation will be accomplished remotely using air or water for inversion and curing. The cured pipe repair system shall be watertight and shall conform to the existing pipe and eliminate any leakage or connection to the outside of the host pipe/service.

- D. The liner shall meet or exceed ASTM F2561-06.

- E. The composite of the materials above will, upon installation inside the host pipe, exceed the minimum test standards specified by the American Society for Testing Methods.

Physical Characteristics	Test Procedure	Minimum Value
Flexural Strength	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi
Long Term Modulus	Reduction for Creep	50%

Design Considerations	Criteria	
Tube Design	ASTM F 1216	Appendix X1
Hydrostatic Buckling	ASTM F 1216	Appendix X1

The CIPP design for the lateral tube and mainline connection shall assume no bonding to the original host pipe.

2.2 LINER DESIGN

- A. The minimum required structural CIPP wall thickness shall be based on the physical properties described above and in accordance with the design equations in the appendix of ASTM F 1216, and the following design parameters

Design Safety Factor	2.0
Retention Factor for Long-Term Flexural Modulus to be used in Design	50 %
Ovality*	2 %
Groundwater Depth = Pipe Depth (above invert)*	ft.
Soil Depth (above crown)*	ft.
Soil Modulus	700 psi
Soil Density	120 pcf
Live Load	One H20 passing truck
Design Condition (lateral pipe)	Fully deteriorated
Design Condition (main pipe) Lined Main Pipe	Partially deteriorated
Design Condition (main pipe) Unlined Main	Fully deteriorated

PART 3 - EXECUTION

3.1 CLEANING SEWER LINES

- A. Prior to any lining of a pipe, it shall be the responsibility of the CONTRACTOR to remove internal deposits or roots from the pipeline. Both mainline and lateral line shall be cleaned.
- B. Television survey shall be performed. Both main line and lateral line shall be televised under separate pay items utilizing a pan and tilt camera for both mains and laterals.
- C. The interior of the pipeline shall be carefully surveyed to determine the locations and extent of any structural failures. The location of any conditions which may prevent proper installation of lining materials into the pipelines shall be noted so that these conditions can be corrected. A video and suitable log format shall be kept, and a copy turned over to the OWNER.

3.2 FLOW BYPASSING

- A. The CONTRACTOR, when required, shall provide for the transfer of flow, through or around section or sections of pipe that are to be repaired. The proposed bypassing system shall be acceptable in advance by the OWNER. The acceptance of the bypassing system in advance by the OWNER shall in no way relieve the CONTRACTOR of his responsibility and/or public liability.

3.3 LINE OBSTRUCTIONS

A. It shall be the responsibility of the CONTRACTOR to clear the line of obstruction. If survey reveals an obstruction that cannot be removed by conventional cleaning equipment, the CONTRACTOR shall make a point repair excavation. Such excavation shall be approved in writing by the OWNER prior to the commencement of the work.

3.5 LINER INSTALLATION

A. The tube is inspected for tears and frayed sections. The tube, in good condition, will be vacuum impregnated with the thermostat resin. The resin will be introduced into the tube creating a slug of resin at the beginning of the tube. A calibration roller will assist the resin slug to move throughout the tube. All air in the tube shall be removed by vacuum allowing the resin to thoroughly impregnate the tube. All resin shall be contained to ensure no public property or persons are exposed to the liquid resin. The mainline liner will be saturated upon a wet-out platform. The resin impregnated sample (wick) shall be retained by the installer to provide verification of the curing process taking place in the host pipe.

B. The saturated tube along with the inversion bladder will be inserted into the carrying device. The mainline liner is affixed on the launching device. Both the launching and carrying device is pulled into the pipe using a cable winch. The pull is complete when the open port of the launching device is aligned with the interface of the service connection and mainline pipe. The resin saturated lateral tube is completely protected during the pull. No resin shall be lost by contact with manhole walls or the pipe during the pull. The resin saturated mainline liner is supported upon the rigid launcher that is elevated above the pipe invert by means of rotating skid system. The mainline liner should not be contaminated or diluted by exposure to dirt, debris, or water during the pull.

C. The installer shall document the placement of the liner by internal video inspection with the camera being inserted from the lateral pipe down to the mainline pipe.

D. The mainline liner is expanded against the mainline pipe and lateral tube is inverted out of the launcher/carrying device by controlled air or water pressure. The installer shall be capable of viewing the lateral liner contacting the lateral pipe from the beginning to the end of the repair. The mainline liner and the lateral tube are held tightly in place against the wall of the host pipe by controlled pressure until the cure is complete.

E. When the curing process is complete, the pressure will be released. The inversion bladder and launching device shall be removed from the host pipe with the winch. No barriers, coatings, or any material other than the cured tube/resin composite, specifically designed for desirable physical and chemical resistance properties, should ever be left in the host pipe. Any materials used in the installation other than the cured tube/resin composite are to be removed from the pipe by the installer.

3.6 ACCEPTANCE AND TESTING

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, delamination, uncured resin, and the like. There shall be no visible infiltration through the liner or from behind the liner.

B. Verification of a non-leaking lateral liner and service connection shall require an air test in accordance with the following specifications. Testing shall be performed at the OWNER'S discretion but at a frequency not to exceed one test for every ten liners installed.

The cost for the test shall be included in the liner installation cost, and no separate payment shall be made.

1. A camera shall be inserted into the lateral pipe via a clean-out upstream of the upper most portion of the cured in-place lateral liner. The camera is then moved through the lateral pipe until it becomes positioned at the lateral/main connection. The camera is utilized to assist in positioning and placing a pair of plugs in the mainline on either side of the lateral opening. A test device with a minimum of a ten-inch clear separation shall be centered on the lateral opening and spanning the lined connection.
2. Next, an air test plug shall be introduced into the lateral pipe. The test plug will be placed inside of the cured in-place lateral liner at its upper most portion. The test plug shall be inflated and sealed against the cured in-place lateral liner at the upstream end of the liner.
3. The testing devices within the mainline are then inflated and sealed across the service connection.
4. Air-pressure not less than 4 PSI shall be introduced through the test plug. The void area between the three plugs shall be pressurized at 4 PSI, held for 2 minutes and during this time the pressure shall not drop below 3.0 PSI.
5. If an installed cured in-place lateral liner fails the specified air test, the following corrective measures shall be taken.
 - a. The cured in-place lateral liner shall be re-inspected by use of a closed-circuit television camera in attempt to identify the defect.
 - b. Any repairs made shall consist of materials that are structural and meet or exceed the same criteria as the cured in-place lateral liner is required to meet in a domestic sewer collection system. Such materials shall have a minimum life expectancy of 50 years in accordance with ASTM F-1216 (most recent standard) Appendix X1 Design Considerations and Appendix X2 Chemical-Resistance Test.
 - c. Once the defect has been corrected, the renewed lateral pipe shall be re-tested in accordance with the air test procedure as described above.
 - d. Any corrective measures shall be performed at the CONTRACTOR's expense.
6. If any of the air tests fail, the OWNER at its option may require the CONTRACTOR to test an additional lateral at no additional charge to the OWNER. If a second air test shall fail, the OWNER at its option may require the CONTRACTOR to test additional or all of the installed cured in-place lateral linings at no additional charge to the OWNER.

3.7 CLEANUP

A. After the liner installation has been completed and accepted, the CONTRACTOR shall clean up the entire project area and return the ground cover to grade. All excess material and debris not incorporated into the permanent installation shall be disposed of by the CONTRACTOR.

END OF SECTION



YOUR TAXES AT WORK....

WATER RESOURCES IMPROVEMENT PROGRAM

PROJECT ITB # CIP/220762
CITY OF OCALA, FLORIDA

CITY COUNCIL:
BARRY MANSFIELD
DISTRICT 1

IRE BETHEA, Sr.
DISTRICT 2

JAY MUSLEH
DISTRICT 3

KRISTEN DREYER
DISTRICT 4

JAMES HILTY
(COUNCIL PRO-TEM)
DISTRICT 5

KENT GUINN
MAYOR

CITY OF OCALA
**CAPITAL IMPROVEMENT
PROJECTS DIVISION**

CONTRACTOR
(Name)

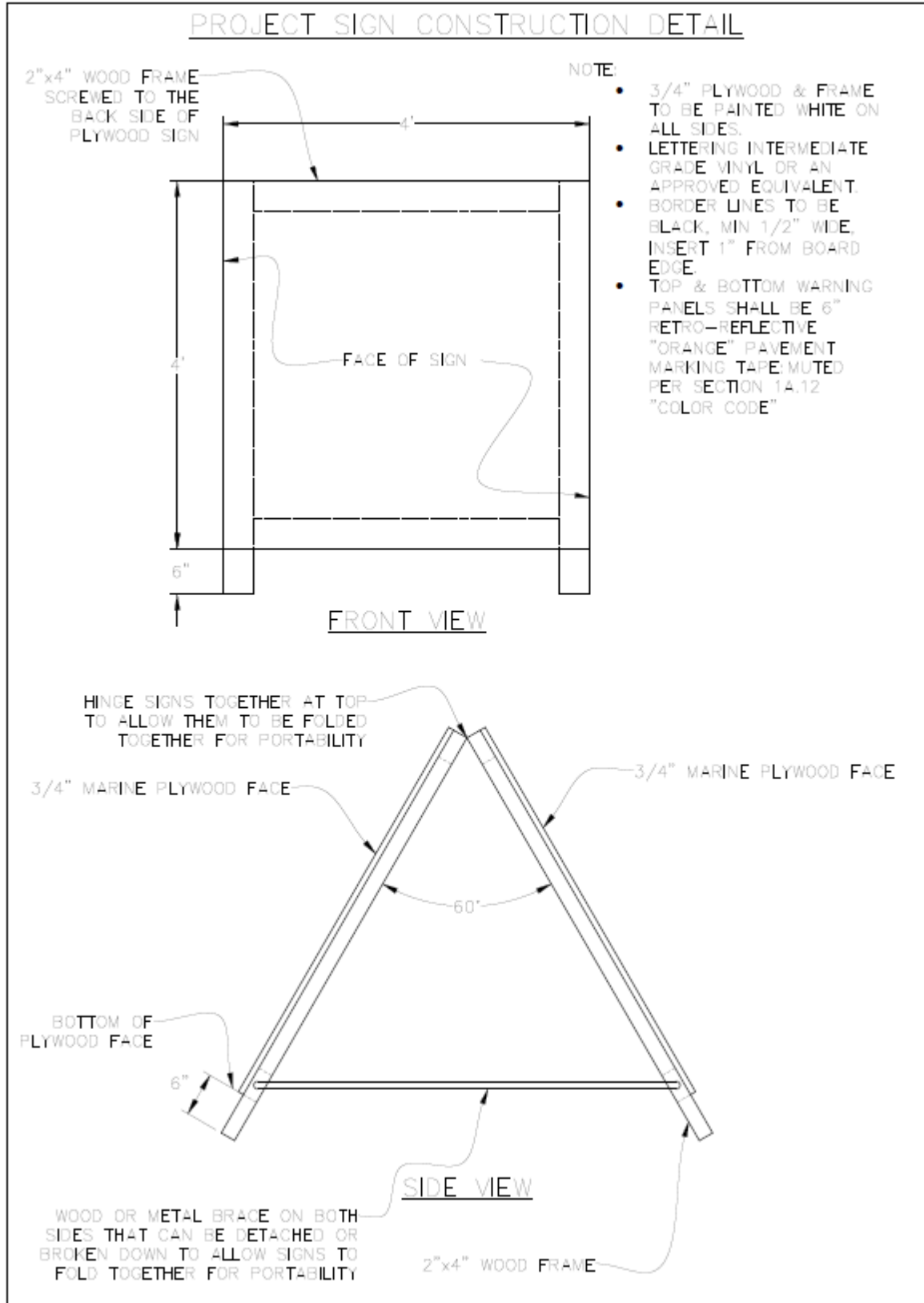
PROJECT COST
(Dollar Amount)

START DATE
(month, day, year)

COMPLETION DATE
(month, day, year)

**FOR PROJECT INFORMATION CONTACT:
CAPITAL IMPROVEMENT PROJECTS DIVISION**

352-629-8419



Title	Construction Services Agreement for Water Resources...
File name	FOR COUNCIL - Con...am - Miller P.pdf
Document ID	b3589e9113c9802907efa0b86f8409b2d49fae6b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

01 / 04 / 2023
08:21:19 UTC-5

Sent for signature to William E. Sexton, Esq. (wsexton@ocalaf1.org), James P. Hilty, Sr. (jhilty@ocalaf1.org), Angel B. Jacobs (ajacobs@ocalaf1.org) and Miller Pipeline, LLC (charles.bell@millerpipeline.com) from plewis@ocalaf1.org
IP: 216.255.240.104



VIEWED

01 / 10 / 2023
14:48:05 UTC-5

Viewed by William E. Sexton, Esq. (wsexton@ocalaf1.org)
IP: 216.255.240.104



SIGNED

01 / 10 / 2023
15:00:31 UTC-5

Signed by William E. Sexton, Esq. (wsexton@ocalaf1.org)
IP: 216.255.240.104



VIEWED

01 / 10 / 2023
15:23:33 UTC-5

Viewed by James P. Hilty, Sr. (jhilty@ocalaf1.org)
IP: 24.250.245.57




SIGNED


01 / 10 / 2023
15:24:49 UTC-5


Signed by James P. Hilty, Sr. (jhilty@ocalaf1.org)
IP: 174.212.41.188


Title Construction Services Agreement for Water Resources...
File name FOR COUNCIL - Con...am - Miller P.pdf
Document ID b3589e9113c9802907efa0b86f8409b2d49fae6b
Audit trail date format MM / DD / YYYY
Status ● Signed

Document History

 **01 / 10 / 2023** Viewed by Angel B. Jacobs (ajacobs@ocalafl.org)
VIEWED 15:25:53 UTC-5 IP: 216.255.240.104

 **01 / 10 / 2023** Signed by Angel B. Jacobs (ajacobs@ocalafl.org)
SIGNED 15:26:02 UTC-5 IP: 216.255.240.104

 **01 / 11 / 2023** Viewed by Miller Pipeline, LLC
VIEWED 06:49:27 UTC-5 (charles.bell@millerpipeline.com)
IP: 50.206.245.187

 **01 / 11 / 2023** Signed by Miller Pipeline, LLC
SIGNED 07:16:18 UTC-5 (charles.bell@millerpipeline.com)
IP: 50.206.245.187

 **01 / 11 / 2023** The document has been completed.
COMPLETED 07:16:18 UTC-5



AN ARTERA COMPANY

January 22, 2024

TO: Michael Stanton Utilities Field Operations Supervisor
 City of Cooper City, Florida
 MStanton@coopercityfl.org
 Phone: 954-434-4300 #115
 Utilities: 954-434-5519

RE: City of Cooper City – Sewer Rehabilitation – 2023 EX Lining

General

Thank you for contacting Miller Pipeline Corporation for your pipeline rehabilitation needs. We are pleased to submit our proposal for providing materials and services for the above referenced project. Pricing below is based on using our current contract # CIP/220762 with the City of Ocala as a host pricing contract.

Scope of Service

To meet the requirements of this project, we propose to furnish the following items:

1. Mobilize and demobilize our lining crew, equipment, and materials to the specified project location.
2. Cleaning and CCTV of existing pipe segments to assess and facilitate lining.
3. Special cleaning and removal of any protruding taps of existing pipe before liner installation.
4. Furnish and Install CIPP liner.
5. Reinstate active lateral connections.
6. Post TV of all lined sewer mains.
7. Bypass pumping up to 4" trash pump.
8. Provide traffic control using normal cones, signs and flaggers, as needed.

Item	Description	Qty	UM	Bid \$/Unit	Bid \$ Line Total
F1	Install Fold and Form liner, 8-inch diameter gravity mains (all depths)	9,622	L.F.	\$35.00	\$336,770.00
F8	Reinstate Laterals and Grout annular space	190	Each	\$495.00	\$94,050.00
F13	Protruding service connection removed by internal means	5	Each	\$331.25	\$1,656.25
F5	Sewer main cleaning and TV inspection (8-inch through 12-inch)	4,500	L.F.	\$2.35	\$10,575.00
F9	Mechanical Root or Grease Removal (12-inch or smaller)	50	L.F.	\$4.15	\$207.50
F11	Mechanical Tuberculation Removal (12-inch or smaller)	50	L.F.	\$22.50	\$1,125.00
G-05	Maintenance of Traffic	10	Days	\$685.00	\$6,850.00
	Total Base Bid				\$451,233.75



AN ARTERA COMPANY

Responsibilities of Others

We will expect that the following will be furnished to Miller Pipeline Corporation at no cost to us:

- 1. Free and legal access to the project site.
- 2. All approvals and permits as applicable.
- 3. Any required Point Repairs of the pipe.

General Conditions

- 1. The project does not contain hazardous materials.
- 2. Payment should be made within thirty (30) days after date of invoice from Miller Pipeline Corporation.
- 3. The submitted pricing does not include any taxes. All applicable taxes should be added to the pricing unless we are provided with tax-exempt statement from the buyer.

Closing

We thank you for the opportunity to offer this firm proposal and look forward to providing this service. If you have any need for further assistance, please call me at (317) 617-0547.

Sincerely

A handwritten signature in blue ink, appearing to read 'J. Newman', written over a horizontal line.

Jeff Newman, Regional Manager, Miller Pipeline

Facility Identifier	Footage	Size	Lift Station Basin
GM1147	205ft	8in	52
GM1152	170ft	8in	52
GM1154	130ft	8in	52
GM1159	140ft	8in	52
GM1158	240ft	8in	52

885

GM1083	305ft	8in	3
GM1084	250ft	8in	3
GM1088	250ft	8in	3
GM1078	125ft	8in	3
GM1078	125ft	8in	3
GM1617	32ft	8in	3

1087

GM2165	350ft	8in	2
GM1090	360ft	8in	2
GM1092	330ft	8in	2
GM2093	200ft	8in	2
GM2147	250ft	8in	2
GM2148	400ft	8in	2
GM1091	320ft	8in	2
GM2115	400ft	8in	2
GM1621	355ft	8in	2
GM1096	395ft	8in	2
GM2116	250ft	8in	2
GM1095	255ft	8in	2
GM1098	250ft	8in	2
GM1094	290ft	8in	2
GM2150	290ft	8in	2
GM1620	240ft	8in	2
GM2151	400ft	8in	2
GM2094	235ft	8in	2
GM1093	255ft	8in	2
GM1619	130ft	8in	2
GM1618	130ft	8in	2

6085

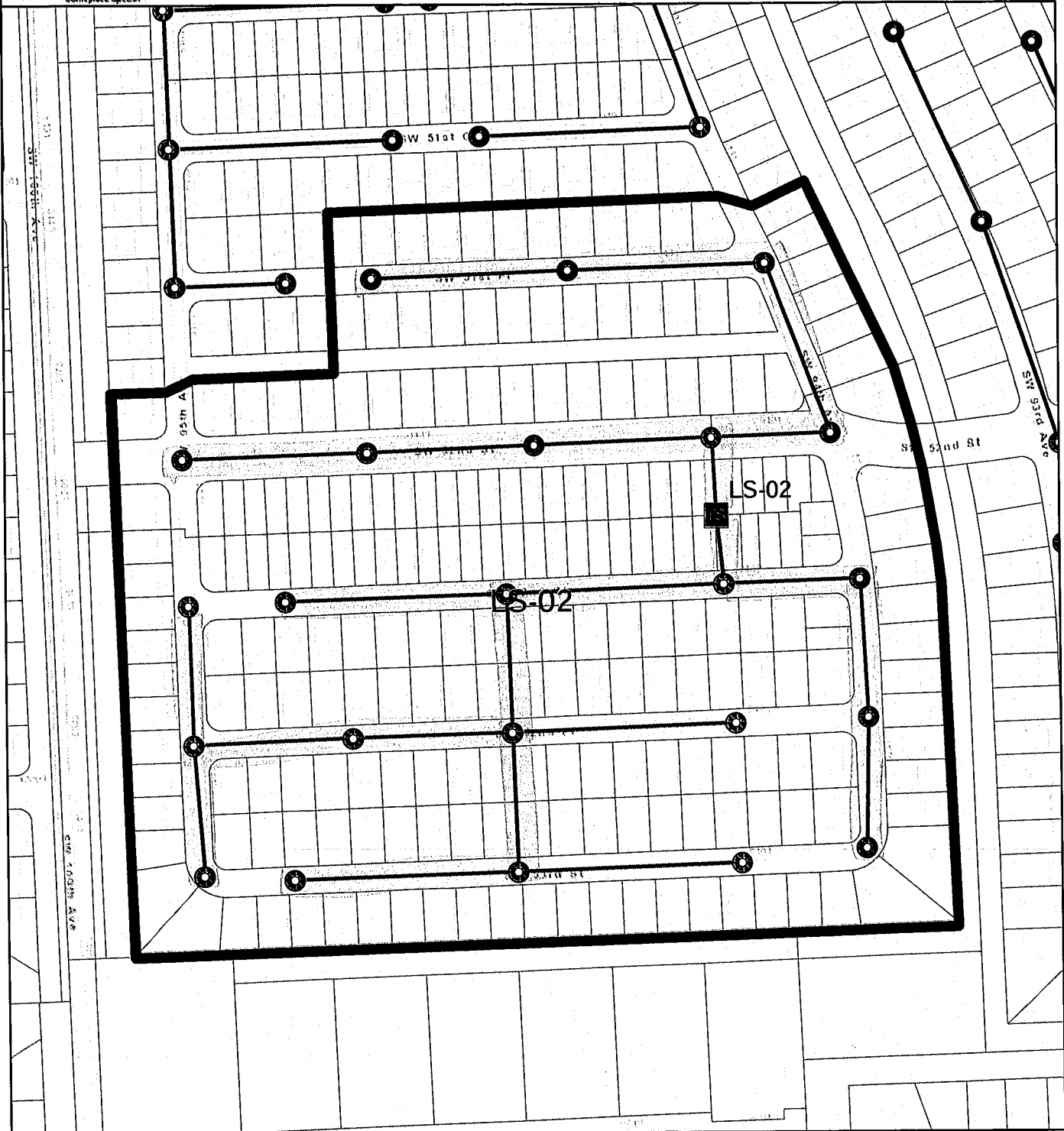
GM0924	400ft	8in	9
GM0923	400ft	8in	9
GM0922	400ft	8in	9
GM0916	115ft	8in	9
GM0915	250ft	8in	9

1565



9622 37



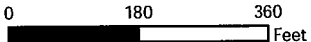
City of Cooper City Lift Station Basins - LS-02



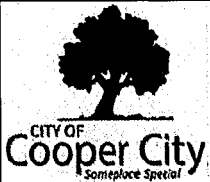
Legend

-  Sewer Manholes
-  Sewer Gravity Mains

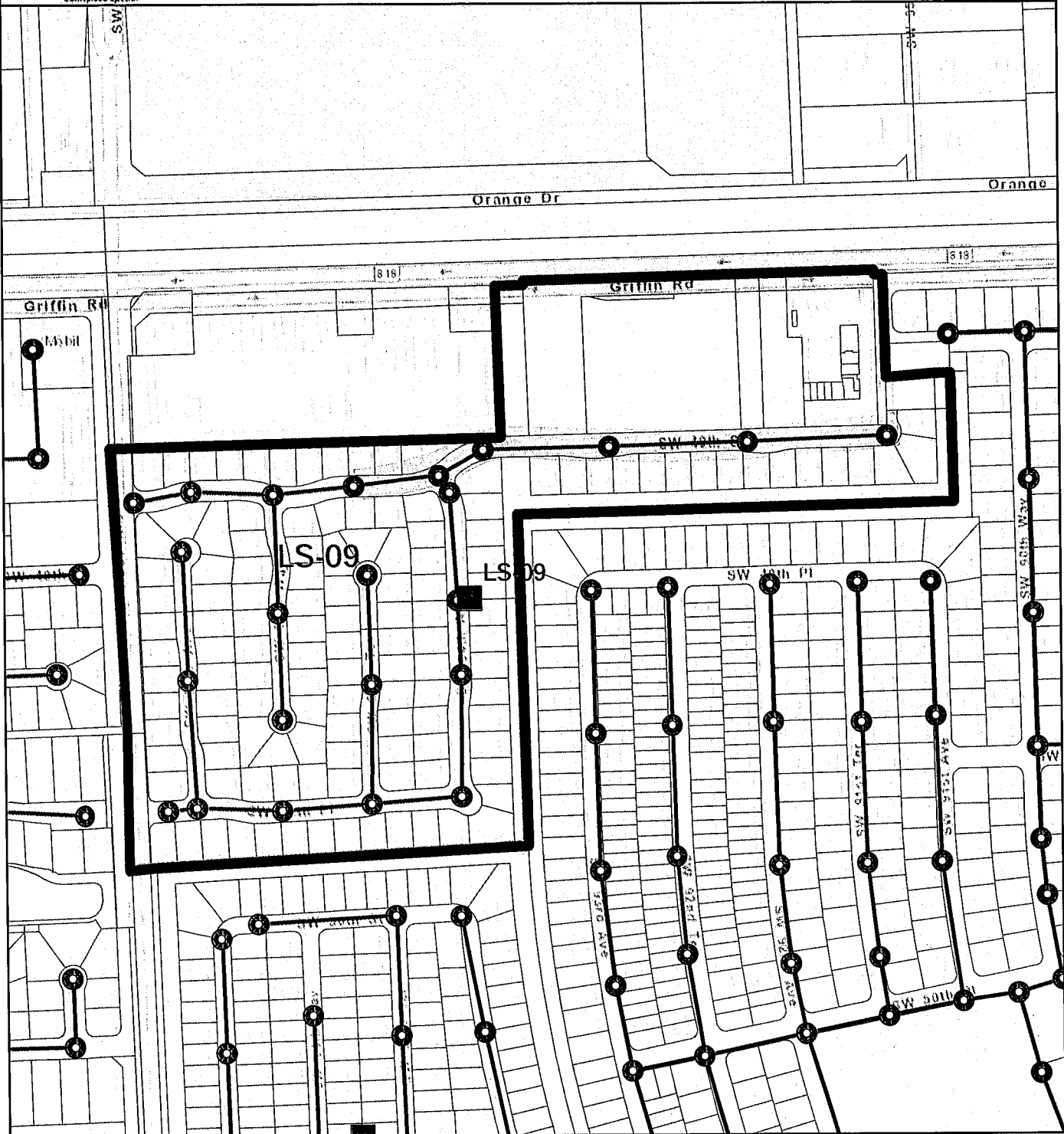
Date: 3/9/2023
 when printed on 8 1/2" x 11"
 1 inch = 254 feet





Florida Technical Consultants



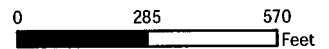
City of Cooper City Lift Station Basins - LS-09



Legend

-  Sewer Manholes
-  Sewer Gravity Mains

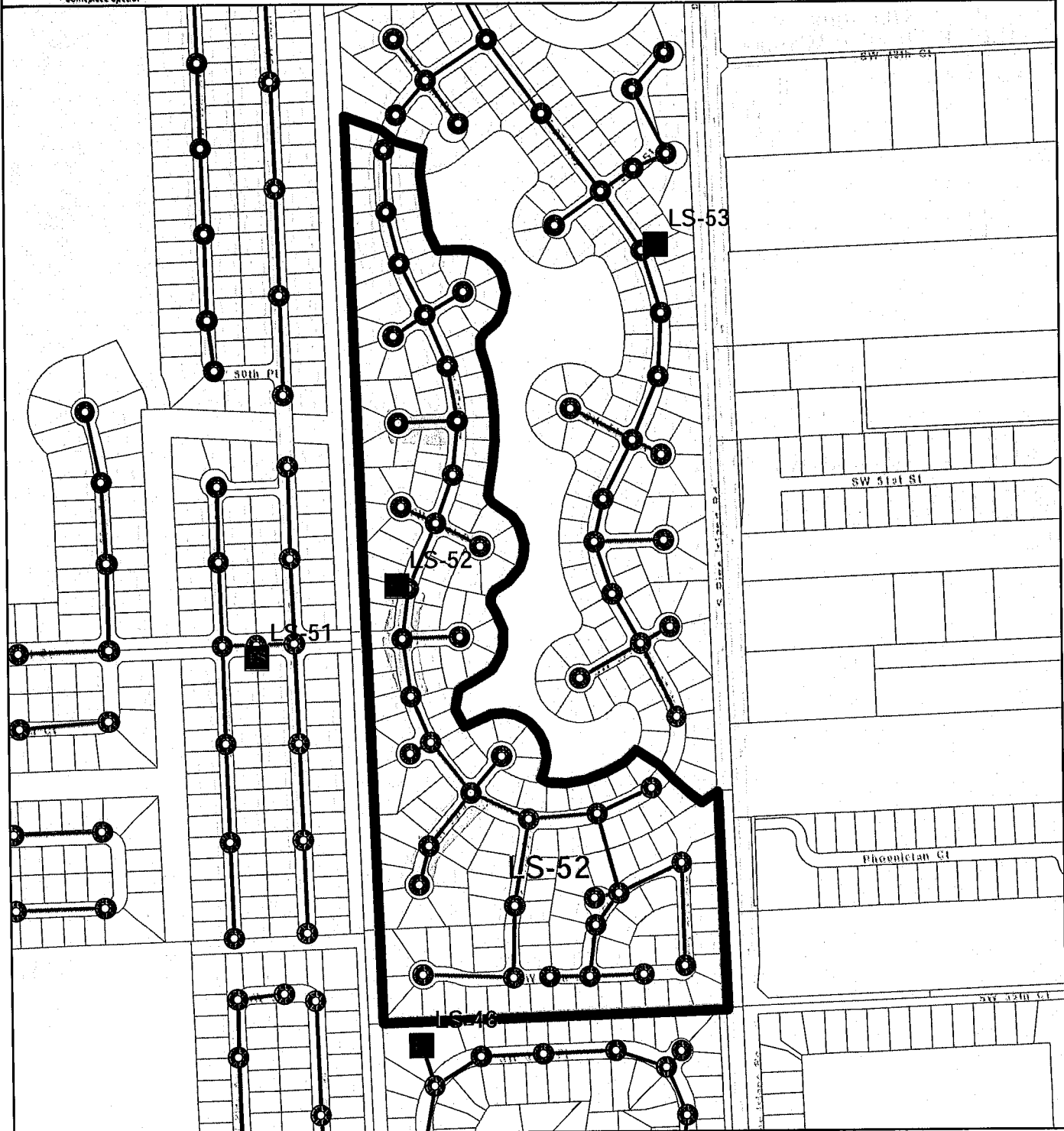
Date: 3/9/2023
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 1 inch = 402 feet





 Florida Technical Consultants



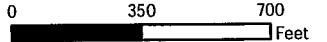
City of Cooper City Lift Station Basins - LS-52



Legend

-  Sewer Manholes
-  Sewer Gravity Mains

Date: 3/9/2023
 when printed on 8 1/2" x 11"
 1 inch = 494 feet



Florida Technical Consultants

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #13.



Vendor: Miller Pipeline, LLC. FEIN: 35-1959522	Does Vendor appear on the following:	
	YES	NO
Florida Convicted Vendor List	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Florida Suspended Vendor List	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Scrutinized Companies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Broward County Debarred List	<input type="checkbox"/>	<input checked="" type="checkbox"/>
State of Florida Corporations (Sun Biz)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E-Verify	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verified by: Purchasing	Date: Thursday, January 25, 2024	

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #13.

[Home](#) / [Business Operations](#) / [State Purchasing](#) / [State Agency Resources](#) / [Vendor Registration and Vendor Lists](#) / [Convicted Vendor List](#)

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

There are currently no vendors on this list.

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #13.

[Home](#) / [Business Operations](#) / [State Purchasing](#) / [State Agency Resources](#) / [Vendor Registration and Vendor Lists](#) / [Suspended Vendor List](#)

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to [section 287.1351, Florida Statutes](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [ 575.8 kB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. [ 111.8 kB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC [ 85.9 kB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. [ 320.2 kB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC [ 1.8 MB]

Updated 12/10/19

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #13.

December 19, 2023
Page 3

Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
FACC AG	Sudan	Austria	June 4, 2019	Yes
Gazprom	Iran	Russia	September 19, 2007	Yes
Gazprom Neft	Iran	Russia	September 16, 2008	Yes
Gazprom Promgaz	Iran	Russia	June 4, 2019	Yes
GPN Capital SA	Iran	Luxembourg	June 4, 2019	Yes
Harbin Electric Co. Ltd.	Sudan	China	September 19, 2007	Yes
Hindustan Petroleum Corporation Ltd	Sudan & Iran	India	June 13, 2018	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes
KLCC Property Holdings Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Kunlun Energy Company Ltd.	Sudan & Iran	Hong Kong	September 19, 2007	Yes
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes
Managem SA	Sudan	Morocco	November 9, 2010	Yes
Mangalore Refinery & Petrochemicals Ltd	Sudan & Iran	India	September 19, 2007	Yes
Malaysia Marine & Heavy Engineering Holdings Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
MISC Bhd	Sudan & Iran	Malaysia	September 19, 2007	Yes
Mosenergo	Iran	Russia	September 16, 2008	Yes
Oil India Ltd	Sudan	India	September 18, 2012	Yes
Oil & Natural Gas Corp (ONGC)	Sudan & Iran	India	September 19, 2007	Yes

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #13.

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold.

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
Betsah Invest SA	Luxembourg	August 2, 2016	Yes
Betsah SA	Luxembourg	August 2, 2016	Yes
Cactus SA	Luxembourg	August 2, 2016	Yes
Co-operative Group Limited	United Kingdom	September 26, 2017	Yes
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016	Yes
Morningstar, Inc (Sustainalytics)	United States	October 25, 2023	Prior to 10/25/24 if not resolved
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021	Prior to 10/25/24
Hindustan Unilever Ltd	India	July 29, 2021	Yes
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021	Yes
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021	Yes
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021	Prior to 10/25/24
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021	Yes
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021	Yes
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021	Yes
Unilever Finance Netherlands BV	Netherlands	July 29, 2021	Yes



December 19, 2023
Page 2

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
(Unilever PLC bond issuance)			
Unilever Ghana Ltd	Ghana	July 29, 2021	Yes
Unilever Nigeria Plc	Nigeria	July 29, 2021	Yes
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021	Yes
# of Companies that Boycott Israel	18		

No companies were removed from the **Scrutinized Companies that Boycott Israel List** during the quarter.

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #13.

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

- [Federal Debarred Supplier List](#)
- [State of Florida Debarred Supplier Lists](#)
- [State of Florida List of Scrutinized Companies doing business with Iran and Sudan](#)

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svcs & Consulting Svcs	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L. List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JIM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
Coastal Carting Ltd.	03/16/96	Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Utilities, Inc.	03/05/99	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
Compass Corp.	06/29/04	Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Control Press	06/29/04	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Cordes Door Co., Inc.	09/01/96	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Cox & Palmer Const. Corp.	03/14/89	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Custom Design To A Tee	05/15/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Degen's Lawn & Garden Inc.	11/04/11	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Digital Comm Inc.	05/16/11	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Dixie Lock & Supply Inc.	02/17/92	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Federal Fence Co., Inc.	11/12/90	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
		Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
		Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92

Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance
Check List

Meeting Date: 02/13/2024 Item #13.

2023 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

DOCUMENT# M11000002543

Entity Name: MILLER PIPELINE, LLC

Current Principal Place of Business:

8850 CRAWFORDSVILLE ROAD
INDIANAPOLIS, IN 46234

Current Mailing Address:

3100 INTERSTATE NORTH CIRCLE
STE 300
ATLANTA GA 30339 US

FEI Number: 35-1959522

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Authorized Person(s) Detail :

Title AUTHORIZED MEMBER
Name MMN INFRASTRUCTURE SERVICES, LLC
Address 8850 CRAWFORDSVILLE ROAD
City-State-Zip: INDIANAPOLIS IN 46234

Title CEO
Name ANDERSON, DALE
Address 8850 CRAWFORDSVILLE ROAD
City-State-Zip: INDIANAPOLIS IN 46234

Title CFO
Name SUTCLIFFE, JEFF
Address 8850 CRAWFORDSVILLE ROAD
City-State-Zip: INDIANAPOLIS IN 46234

Title VP
Name DAVIS, CHAD
Address 8850 CRAWFORDSVILLE ROAD
City-State-Zip: INDIANAPOLIS IN 46234

Title VP
Name SCHULER, CHRIS
Address 8850 CRAWFORDSVILLE ROAD
City-State-Zip: INDIANAPOLIS IN 46234

Title VP
Name SHORT, DAN
Address 8850 CRAWFORDSVILLE ROAD
City-State-Zip: INDIANAPOLIS IN 46234

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MOHAMED YOUSIF

STAFF ACCOUNTANT

05/03/2023

Electronic Signature of Signing Authorized Person(s) Detail

_____ Date

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #13.

<u>Employer</u>	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>	<u>Workforce Size</u>	<u>Number of Hiring Sites</u>	<u>Hiring Site Locations (by state)</u>
Miller Pipeline LLC		Open	08/31/2009		2,500 to 4,999	1	IN



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Utilities Department

DATE: February 13, 2024

SUBJECT: Motion to approve and authorize a piggyback agreement with the Seminole County Public Schools contract with R&M Service Solution, LLC., in the amount not to exceed \$30,000 to provide Fire Hydrant Maintenance and Repair services for water distribution systems for Fiscal Year 2024, and run concurrently with the Seminole County Public Schools Contract, subject to its extension with the terms and conditions acceptable to the City, including funding.

CITY MANAGER RECOMMENDATION:

The City Manager recommends the Commission's approval and authorization of a piggyback agreement with R&M Service Solution, LLC., under the Seminole County Public Schools contract, not exceeding \$30,000. This agreement will provide Fire Hydrant Maintenance and Repair services for water distribution systems in Fiscal Year 2024, running concurrently with the Seminole County Public Schools contract, subject to its extension with terms and conditions acceptable to the City, including funding. The Seminole County Public Schools and Contractor can renew this Agreement with one two-year renewal term through a written agreement.

BACKGROUND OF ITEM:

The City is equipped with 1,410 Fire Hydrants, integral to our community's safety infrastructure. Despite our utilities team's efforts, a substantial number of these hydrants require a fresh coat of paint. Taking into account the proposed Fire Hydrant Painting cost of \$50 and the available operating fund, 594 hydrants will undergo painting, with the remainder scheduled for next year. The prolonged exposure to the elements has undeniably affected their appearance, making the current initiative an opportune moment to elevate the overall aesthetic appeal of our community.

The advantages of this initiative extend well beyond cosmetic improvements. Well-maintained and visually appealing fire hydrants act as impactful symbols, shaping a positive public perception of our City. They serve as tangible representations of our unwavering commitment to safety, meticulous infrastructure maintenance, and a profound sense of civic pride. Furthermore, the timely application of paint serves a dual purpose—enhancing aesthetics and providing a crucial protective layer, safeguarding the hydrants from corrosion and environmental wear, thereby ensuring their longevity.

While acknowledging the commendable efforts of our utilities team, we recognize that introducing a contractor for painting services would significantly enhance the efficiency and comprehensiveness of the fire hydrant maintenance process.

ANALYSIS:

This strategic move not only aligns with our commitment to elevating the City's aesthetics but also reinforces our dedication to creating a secure and visually pleasing environment for our residents. It is a step towards a safer, more visually appealing community that reflects the values we hold dear.

STRATEGIC PLAN:

This initiative aligns with the Strategic Goal of maintaining and improving the City's infrastructure and appearance to support a sustainable and beautiful environment.

FISCAL IMPACT:

The fiscal impact stands at \$30,000, available in the FY 2024 Water & Sewer Fund and budgeted for this specific purpose.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
450-910-531290-533	\$30,000	\$30,000	0

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Seminole County Public Schools notice of intended decision for Invitation to Bid #21220012B-LL.
2. Seminole County Public Schools contract Awarded Contract Letter to R&M Service Solution, LLC.
3. Cooper City Piggyback Agreement with R&M Service Solution, LLC.
4. R&M Service Solution, LLC. Proposal and Pricing
5. Certificate of Insurance and Vendor Compliance

User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	01/31/24 12:51 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to ...	01/31/24 12:53 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	01/31/24 03:27 PM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to ...	01/31/24 03:39 PM
<i>The Fiscal Impact Section of this Staff Report is correct.</i>			
Allen, Tedra	Assigned to City Clerk	Route to Attorney	01/31/24 03:46 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	01/31/24 03:49 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	01/31/24 03:59 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	02/01/24 10:55 AM
Allen, Tedra	END WORKFLOW - APPROVED		02/01/24 12:20 PM



Seminole County
Public Schools

SERITA D. BEAMON
Superintendent

Educational Support Center
400 E. Lake Mary Boulevard
Sanford, Florida 32773-7127
Phone: (407) 320-0000
Fax: (407) 320-0281

Cheryl Olson, MBA, C.P.M., CPM,
CPPO
Director
Purchasing & Distribution
Services Department
Phone: 407.320.0243
Fax: 407.320.0474

August 30, 2021

NOTICE OF INTENDED DECISION
Invitation to Bid #21220012B-LL
Fire Hydrant Maintenance and Repair Services

The Purchasing and Distribution Services Department hereby notifies all firms of an intended decision regarding the award of the above mentioned solicitation as outlined below or attached.

Failure to file a protest within 72 hours of posting, the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Please contact Luangel Lowder, Purchasing Agent at 407-320-0240 or by email at Luangel_Lowder@scps.k12.fl.us if you should have any questions. Thank you for your continued interest in the School District of Seminole County, Florida.


Sincerely,

Cheryl L. Olson, MBA, C.P.M., CPPO
Director, Purchasing & Distribution Services

Attachment:
ITB #21220012B-LL Tabulations



BID ITEM #	DESCRIPTION	UNIT	RECOMMENDED TO AWARD	RECOMMENDED TO AWARD
<p>TAB SHEET ITB #21220012B-LL Fire Hydrant Maintenance and Repair Opened By: Luangel Lowder Witnessed By: Kent Fossil This is the tabsheet showing award recommendation pending Board Approval September 28, 2021</p>				
<p>FIRE HYDRANT GENERAL SERVICES</p>				
1	FIRE HYDRANT INSPECTION & PREVENTATIVE MAINTENANCE SERVICE	EA	72.00	72.00
2	FIRE HYDRANT PAINTING	EA	20.00	20.00
3	FLOW TESTING	EA	72.00	72.00
<p>FIRE HYDRANT REPAIR SERVICES - LABOR ONLY</p>				
4	MOBILIZATION FOR REPAIRS (ONE PER LOCATION PER ESTIMATE)	EA	190.00	190.00
5	INSTALL NEW DRAIN VALVE	EA	485.00	485.00
6	INSTALL NEW MAIN VALVE RUBBER SEAL	EA	79.00	79.00
7	INSTALL NEW ROD COUPLING	EA	472.00	472.00
8	INSTALL NEW SEAT RING	EA	1,020.00	1,020.00
9	INSTALL TAMPER-PROOF OPERATING NUT	EA	390.00	390.00
10	INSTALL TAMPER-RESISTANT HOLD-DOWN NUT	EA	217.00	217.00
11	PERFORM BONNET REPAIR TO INCLUDE INSTALL OF BONNET REPAIR KIT	EA	437.00	437.00
12	PERFORM MAIN VALVE REPAIR TO INCLUDE INSTALL OF VALVE REPAIR KIT	EA	1,662.00	1,662.00
13	PERFORM SAFETY FLANGE REPAIR TO INCLUDE INSTALL OF SAFETY FLANGE REPAIR KIT	EA	390.00	390.00
14	PERFORM SHOE REPAIR TO INCLUDE INSTALL OF SHOE REPAIR KIT	EA	1,257.00	1,257.00
15	INSTALL HYDRANT EXTENSION KIT	EA	1,250.00	1,250.00
16	REPLACE BOTTOM OPERATING ROD	EA	710.00	710.00
17	REPLACE GASKET BETWEEN UPPER & LOWER STANDPIPE SECTIONS	EA	230.00	230.00
18	REPLACE HOSE NOZZLES	EA	356.00	356.00
19	REPLACE NOZZLE SECTION BUSHING	EA	210.00	210.00
20	REPLACE O-RING SEALS IN CONJUNCTION WITH OTHER HYDRANT REPAIR	EA	50.00	50.00
21	REPLACE PUMPER NOZZLES	EA	724.00	724.00
22	REPLACE SEAL/GASKET BETWEEN BONNET & NOZZLE SECTION	EA	150.00	150.00
23	REPLACE TOP OPERATING ROD	EA	615.00	615.00
24	STRAIGHTEN FIRE HYDRANT TO PLUMB	EA	380.00	380.00
<p>FIRE HYDRANT REPLACEMENT/INSTALLATION SERVICES - LABOR ONLY</p>				
25	ASSEMBLY ON EXISTING MAIN VALVE	EA	6,756.00	6,756.00
26	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 6"	EA	11,947.00	11,947.00
27	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 8"	EA	12,756.00	12,756.00
28	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 10"	EA	13,630.00	13,630.00
29	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 12"	EA	14,500.00	14,500.00
30	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 14"	EA	15,768.00	15,768.00
31	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 16"	EA	17,250.00	17,250.00
32	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 18"	EA	18,900.00	18,900.00
33	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 24"	EA	20,433.00	20,433.00
<p>MISC ITEMS/REPAIRS</p>				
34	TRAFFIC CONTROL PER MUTCD & FDOT STANDARDS	EA	250.00	250.00
35	REPAIR/REPLACEMENT OF CURBS & GUTTER (ALL LABOR, EQUIPMENT, & MATERIALS)	LF	25.00	25.00
36	REPAIR/REPLACEMENT OF SIDEWALK (ALL LABOR, EQUIPMENT, & MATERIALS)	SF	22.00	22.00
37	REPAIR OF ROAD CUT (ALL LABOR, EQUIPMENT, & MATERIALS)	SF	35.00	35.00
38	SAW CUTTING (ALL LABOR, EQUIPMENT, & MATERIALS)	LF	5.00	5.00
39	REPLACEMENT OF SOD TO MATCH EXISTING TYPE (ALL LABOR, EQUIPMENT, & MATERIALS)	SF	5.00	5.00
<p>RECOMMENDED TO AWARD</p>				
<p>PRIMARY R&M Service Solutions, LLC. 7256 Westport Place, Suite A West Palm Beach, FL 33413 Michael George mgeorge@rmservsolutions.com 352-398-9127</p>		<p>SECONDARY Hydromax USA LLC 2501 S. Kentucky Avenue Evansville, IN 47714 Jon Smith andrew.apgar@hydromaxusa.com 877-925-3911</p>		
<p>Notes</p>		<p>Notes</p>		
<p>Price</p>		<p>Price</p>		
10.00	\$	200.00	\$	200.00
65.00	\$	65.00	\$	65.00
70.00	\$	70.00	\$	70.00
25.00	\$	25.00	\$	25.00
10.00	\$	10.00	\$	10.00

 <p>TABSHEET ITB #21220012B-LL Fire Hydrant Maintenance and Repair Opened By: Luangel Lowder Witnessed By: Kent Rossi This is the tabsheet showing award recommendation pending Board Approval September 28, 2021</p>			<p>Hydromax USA LLC 2501 S. Kentucky Avenue Evansville, IN 47714 Jon Smith andrew.apgar@hydromaxusa.com 877-925-3911</p>		<p>R&M Service Solutions, LLC. 7256 Westport Place, Suite A West Palm Beach, FL 33413 Michael George mgeorge@rmservicesolutions.com 352-398-9127</p>	
BID ITEM #	DESCRIPTION	UNIT	RECOMMENDED TO AWARD SECONDARY		RECOMMENDED TO AWARD PRIMARY	
FIRE HYDRANT MATERIALS/PARTS			Percentage Off	Notes	Percentage Off	Notes
40	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (AMERICAN AVK COMPANY)	%	0%		15%	
41	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (AMERICAN DARLING VALVE)	%	0%		15%	
42	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (AMERICAN FOUNDRY & MFG. COMPANY)	%	0%		15%	
43	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (CLOW VALVE CORPORATION)	%	0%		15%	
44	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (EAST JORDAN IRON WORKS)	%	0%		15%	
45	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (JAMES JONES COMPANY)	%	0%		15%	
46	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (KENNEDY VALVE)	%	0%		15%	
47	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (M & H VALVE COMPANY)	%	0%		15%	
48	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (MUELLER COMPANY)	%	0%		15%	
49	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (TRUMBULL INDUSTRIES)	%	0%		15%	
50	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (WATEROUS COMPANY)	%	0%		15%	
51	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (TERMINAL CITY IRON WORKS ACS INC.) **CANADA**	%	0%		15%	
52	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (ALL OTHERS THAN THOSE LISTED ABOVE)	%	0%		15%	
LABOR RATES FOR ITEMS NOT LISTED ABOVE			Price	Notes	Price	Notes
53	STANDARD LABOR HOURLY RATE (MONDAY TO FRIDAY, 7AM TO 3:30PM)	PER PERSON	\$ 120.00		\$ 75.00	
54	AFTER HOURS LABOR HOURLY RATE	PER PERSON	\$ 150.00		\$ 150.00	
55	EMERGENCY LABOR HOURLY RATE	PER PERSON	\$ 225.00		\$ 200.00	
Overall Grand Total			\$ 144,875.00		\$ 78,436.95	
<p>Bid Tabulation, Recommendation and Protest: Bid tabulations with award recommendations are posted to the SCPS Purchasing & Distribution Services website at "https://www.scps.k12.fl.us/district/departments/purchasing/comp-solicitations-contracts/." Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120 Florida Statutes and School Board Rules. Bid tabulations or recommendations will be distributed through established bid distribution services and posted to the district's Purchasing website. Notices will not be automatically mailed.</p> <p>I hereby certify that the prices and bidders reflected herein are valid, and have been received in compliance to Seminole County School Board Rules and Florida Law.</p> <p>Cheryl Olson, MBA, C.P.M., CPM, CPPO, FCCN Director of Purchasing and Distribution Services</p>						



SERITA D. BEAMON
Superintendent

October 4, 2021

Sent Via Email:
mgeorge@rmservicesolutions.com

Michael George
R&M Service Solutions, LLC.
7256 Westport Place, Suite A
West Palm Beach, FL 33413

SUBJECT: Bid Award - # 21220012B-LL – Fire Hydrant Maintenance and Repair

Dear Michael:

Congratulations, we are pleased to notify you that the School Board at its meeting of September 28, 2021 confirmed the recommendation of the Evaluation Committee and awarded the above-mentioned bid to your company as outlined on the attached tabulation sheet. The term of the agreement is from September 29, 2021 through September 28, 2024, with a two-year renewal contingent upon written agreement by both parties and approval by the Director of Purchasing and Distribution Services. Purchase orders will be issued under the terms of the bid for individual products and/or services as needed during the term of this agreement.

Pursuant to the general terms and conditions section regarding Contractor's Employee's Background Check, your employees and contractors must be cleared prior to commencement of work. The District has created a Steps to Become a Vendor packet (attached) that includes the Vendor application and instructions for the fingerprinting process. This information can also be found on the Purchasing Department website at the following link:

<https://www.scps.k12.fl.us/core/fileparse.php/1410/urlt/Fingerprinting-Procedures-for-New-Vendors-Contractors-and-Sub-Contractors.pdf>.

You are also required to maintain insurance as specified in the agreement. **Please forward a current certificate of insurance prior to commencement of work.**

We look forward to doing business together. Kim Dove, Director Facilities Services will be your point of contact and can be reached at 407.320.7495 or kim_dove@scps.k12.fl.us.

Sincerely,

Cheryl L. Olson, MBA, C.P.M., CPPO
Director, Purchasing & Distribution Services

Enclosure: Award Recommendation, Tabulation, Interactive Vendor Forms and Procedures for Contractors Background Checks

cc: Luangel Lowder, Procurement Agent II
Kim Dove, Director of Facilities Services
Kristian Swenson, Assistant Director of Facilities Services
Chris Breese, Facilities Maintenance Contract Manager

Educational Support Center
400 E. Lake Mary Boulevard
Sanford, Florida 32773-7127
Phone: (407) 320-0000
Fax: (407) 320-0281

Cheryl Olson, MBA, C.P.M., CPM,
CPPO
Director

Purchasing & Distribution
Services Department
Phone: 407.320.0243
Fax: 407.320.0474



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www.scps.us



ACTION ITEM -- **INVITATION TO BID AWARD: 21220012B-LL - FIRE HYDRANT MAINTENANCE AND REPAIR SERVICES**

1. Superintendent's Recommendation:

That the School Board of Seminole County award Invitation to Bid #21220012B-LL for Fire Hydrant Maintenance and Repair Services to the firms listed and grant authority to the Superintendent and the Assistant Superintendent of Operations, or their respective designee, to add and remove locations as needed via a written amendment during the term of the agreement.

2. Background/Analysis:

This Invitation to Bid #21220012B-LL is to establish an agreement for Fire Hydrant Maintenance and Repair Services for the Facilities Services Department, on an as needed basis. Two submittals were received, and the Evaluation Committee recommends awarding the bid to R&M Service Solutions, LLC as the primary awardee and Hydromax USA LLC as the secondary awardee. The attached award summary provides details regarding this recommendation.

Term: September 29, 2021 through September 28, 2024, with one two-year renewal option contingent upon written agreement by both parties and approval by the Director of Purchasing and Distribution Services.

Suppliers:

R&M Service Solutions, LLC, West Palm Beach, FL (Primary)
Hydromax USA LLC, Evansville, IN (Secondary)

Evaluation Committee: Kim Dove, Kristian Swenson, Phu Trinh, Chris Breese

Reference: F.A.C. 6A-1.012(9)

Cost Center Contact: Director of Facilities Services, Kim Dove, 407-320-7495

Posted: August 30, 2021 - Notice of Intended Decision

3. Fiscal Impact:

General Fund-Maintenance of Plant Fund: \$85,000.00 Year / Estimate

4. Prepared by:

Cheryl Olson, Director of Purchasing & Distribution

Chief Financial Officer Todd Seis


Chief Financial Officer Carrie Chambers


5. Board Meeting Date 09/28/2021

ATTACHMENTS:

- 21220012B-LL - Award Summary (PDF)

RESULT:	APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Kristine Kraus, Board Member
SECONDER:	Tina Calderone, Board Member
AYES:	Almond, Pennock, Calderone, Kraus, Sanchez

 TABSHEET ITB #21220012B-LL Fire Hydrant Maintenance and Repair Opened By: Luangel Lowder Witnessed By: Kent Rossi This is the tabsheet showing award recommendation pending Board Approval September 28, 2021			Hydromax USA LLC 2501 S. Kentucky Avenue Evansville, IN 47714 Jon Smith andrew.apgar@hydromaxusa.com 877-925-3911		R&M Service Solutions, LLC. 7256 Westport Place, Suite A West Palm Beach, FL 33413 Michael George mgeorge@rmservicesolutions.com 352-398-9127	
BID ITEM #	DESCRIPTION	UNIT	RECOMMENDED TO AWARD SECONDARY		RECOMMENDED TO AWARD PRIMARY	
FIRE HYDRANT GENERAL SERVICES			Price	Notes	Price	Notes
1	FIRE HYDRANT INSPECTION & PREVENTATIVE MAINTENANCE SERVICE	EA	\$	72.00	\$	50.00
2	FIRE HYDRANT PAINTING	EA	\$	20.00	\$	50.00
3	FLOW TESTING	EA	\$	72.00	\$	50.00
FIRE HYDRANT REPAIR SERVICES - LABOR ONLY			Price	Notes	Price	Notes
4	MOBILIZATION FOR REPAIRS (ONE PER LOCATION PER ESTIMATE)	EA	\$	190.00	\$	300.00
5	INSTALL NEW DRAIN VALVE	EA	\$	485.00	\$	125.00
6	INSTALL NEW MAIN VALVE RUBBER SEAL	EA	\$	739.00	\$	150.00
7	INSTALL NEW ROD COUPLING	EA	\$	472.00	\$	150.00
8	INSTALL NEW SEAT RING	EA	\$	1,020.00	\$	150.00
9	INSTALL TAMPER-PROOF OPERATING NUT	EA	\$	390.00	\$	150.00
10	INSTALL TAMPER-RESISTANT HOLD-DOWN NUT	EA	\$	217.00	\$	100.00
11	PERFORM BONNET REPAIR TO INCLUDE INSTALL OF BONNET REPAIR KIT	EA	\$	437.00	\$	400.00
12	PERFORM MAIN VALVE REPAIR TO INCLUDE INSTALL OF MAIN VALVE REPAIR KIT	EA	\$	1,662.00	\$	700.00
13	PERFORM SAFETY FLANGE REPAIR TO INCLUDE INSTALL OF SAFETY FLANGE REPAIR KIT	EA	\$	390.00	\$	500.00
14	PERFORM SHOE REPAIR TO INCLUDE INSTALL OF SHOE REPAIR KIT	EA	\$	1,257.00	\$	700.00
15	INSTALL HYDRANT EXTENSION KIT	EA	\$	1,250.00	\$	700.00
16	REPLACE BOTTOM OPERATING ROD	EA	\$	710.00	\$	700.00
17	REPLACE GASKET BETWEEN UPPER & LOWER STANDPIPE SECTIONS	EA	\$	230.00	\$	250.00
18	REPLACE HOSE NOZZLES	EA	\$	356.00	\$	125.00
19	REPLACE NOZZLE SECTTION BUSHING	EA	\$	210.00	\$	75.00
20	REPLACE O-RING SEALS IN CONJUNCTION WITH OTHER HYDRANT REPAIR	EA	\$	50.00	\$	100.00
21	REPLACE PUMPER NOZZLES	EA	\$	724.00	\$	250.00
22	REPLACE SEAL/GASKET BETWEEN BONNET & NOZZLE SECTION	EA	\$	150.00	\$	200.00
23	REPLACE TOP OPERATING ROD	EA	\$	615.00	\$	300.00
24	STRAIGHTEN FIRE HYDRANT TO PLUMB	EA	\$	380.00	\$	100.00
FIRE HYDRANT REPLACEMENT/INSTALLATION SERVICES - LABOR ONLY			Price	Notes	Price	Notes
25	REPLACE EXISTING FIRE HYDRANT WITH NEW FIRE HYDRANT ASSEMBLY ON EXISTING MJ VALVE	EA	\$	6,756.00	\$	5,500.00
26	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 6"	EA	\$	11,947.00	\$	7,000.00
27	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 8"	EA	\$	12,756.00	\$	7,000.00
28	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 10"	EA	\$	13,630.00	\$	7,300.00
29	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 12"	EA	\$	14,500.00	\$	7,900.00
30	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 14"	EA	\$	15,768.00	\$	8,400.00
31	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 16"	EA	\$	17,250.00	\$	8,700.00
32	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 20"	EA	\$	18,900.00	\$	9,500.00
33	NEW FIRE HYDRANT INSTALLATION COMPLETE WITH WET TAP, VALVE & (TAPPING SLEEVES) CONNECTION ON EXISTING 24"	EA	\$	20,433.00	\$	9,900.00
MISC ITEMS/REPAIRS			Price	Notes	Price	Notes
34	TRAFFIC CONTROL PER MUTCD & FDOT STANDARDS	EA	\$	250.00	\$	200.00
35	REPAIR/REPLACEMENT OF CURB & GUTTER (ALL LABOR, EQUIPMENT, & MATERIALS)	LF	\$	25.00	\$	65.00
36	REPAIR/REPLACEMENT OF SIDEWALK (ALL LABOR, EQUIPMENT, & MATERIALS)	SF	\$	22.00	\$	65.00
37	REPAIR OF ROAD CUT (ALL LABOR, EQUIPMENT, & MATERIALS)	SF	\$	35.00	\$	70.00
38	SAW CUTTING (ALL LABOR, EQUIPMENT, & MATERIALS)	LF	\$	5.00	\$	25.00
39	REPLACEMENT OF SOD TO MATCH EXISTING TYPE (ALL LABOR, EQUIPMENT, & MATERIALS)	SF	\$	5.00	\$	10.00

 <p>TABSHEET ITB #21220012B-LL Fire Hydrant Maintenance and Repair Opened By: Luangel Lowder Witnessed By: Kent Rossi This is the tabsheet showing award recommendation pending Board Approval September 28, 2021</p>	<p>Hydromax USA LLC 2501 S. Kentucky Avenue Evansville, IN 47714 Jon Smith andrew.appar@hydromaxusa.com 877-925-3911</p>	<p>R&M Service Solutions, LLC. 7256 Westport Place, Suite A West Palm Beach, FL 33413 Michael George mgeorge@rmservicesolutions.com 352-398-9127</p>
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BID ITEM #	DESCRIPTION	UNIT	RECOMMENDED TO AWARD SECONDARY		RECOMMENDED TO AWARD PRIMARY	
FIRE HYDRANT MATERIALS/PARTS			Percentage Off	Notes	Percentage Off	Notes
40	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (AMERICAN AVK COMPANY)	%	0%		15%	
41	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (AMERICAN DARLING VALVE)	%	0%		15%	
42	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (AMERICAN FOUNDRY & MFG. COMPANY)	%	0%		15%	
43	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (CLOW VALVE CORPORATION)	%	0%		15%	
44	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (EAST JORDAN IRON WORKS)	%	0%		15%	
45	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (JAMES JONES COMPANY)	%	0%		15%	
46	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (KENNEDY VALVE)	%	0%		15%	
47	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (M & H VALVE COMPANY)	%	0%		15%	
48	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (MUELLER COMPANY)	%	0%		15%	
49	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (TRUMBULL INDUSTRIES)	%	0%		15%	
50	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (WATEROUS COMPANY)	%	0%		15%	
51	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (TERMINAL CITY IRON WORKS ACS INC.) **CANADA**	%	0%		15%	
52	MATERIALS - PERCENTAGE OFF OF MANUFACTURER LIST PRICE (ALL OTHERS THAN THOSE LISTED ABOVE)	%	0%		15%	
LABOR RATES FOR ITEMS NOT LISTED ABOVE			Price	Notes	Price	Notes
53	STANDARD LABOR HOURLY RATE (MONDAY TO FRIDAY, 7AM TO 3:30PM)	PER PERSON	\$ 120.00		\$ 75.00	
54	AFTER HOURS LABOR HOURLY RATE	PER PERSON	\$ 150.00		\$ 150.00	
55	EMERGENCY LABOR HOURLY RATE	PER PERSON	\$ 225.00		\$ 200.00	
Overall Grand Total			\$ 144,875.00		\$ 78,436.95	

Bid Tabulation, Recommendation and Protest: Bid tabulations with award recommendations are posted to the SCPS Purchasing & Distribution Services website at "https://www.scps.k12.fl.us/district/departments/purchasing/comp-solicitations-contracts/." Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120 Florida Statutes and School Board Rules. Bid tabulations or recommendations will be distributed through established bid distribution services and posted to the district's Purchasing website. Notices will not be automatically mailed.

I hereby certify that the prices and bidders reflected herein are valid, and have been received in compliance to Seminole County School Board Rules and Florida Law.

Cheryl Olson, MBA, C.P.M., CPM, CPPO, FCCN
 Director of Purchasing and Distribution Services

**AGREEMENT BETWEEN THE CITY OF COOPER CITY
AND R&M SERVICE SOLUTIONS, LLC**

THIS IS AN AGREEMENT ("Agreement"), dated the ____ day of _____, 20____,
by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (hereinafter referred to as the "City"),

and,

R&M SERVICE SOLUTIONS, LLC, a Florida corporation, located at 7256 Westport Place, Suite A, West Palm Beach, FL 33413, (hereinafter referred to as the "CONTRACTOR"), who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide fire hydrant maintenance and repair; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Solicitation and Bid ITB 21220012B-LL between SEMINOLE COUNTY PUBLIC SCHOOLS and the CONTRACTOR for the fire hydrant maintenance and repair ("COUNTY Agreement"). The COUNTY Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this agreement to the COUNTY Agreement as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the COUNTY Agreement; and

WHEREAS, City desires to retain the services of CONTRACTOR by "piggybacking" the COUNTY Agreement; and

WHEREAS, the City has reviewed the scope of services of the competitively bid COUNTY Agreement, and has determined that it is an agreement that can be used by the City; and,

WHEREAS, at its meeting of _____, 20____, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the COUNTY Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work (“Work”) to be performed under this Agreement shall be as set forth in the COUNTY Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto in **Exhibit “B”**.
- B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- C. CONTRACTOR shall provide City with proof of insurance and bonding as required by the COUNTY Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR’S insurance.
- D. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City’s sole discretion, has been provided to and approved by the City.
- E. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- F. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on September 28, 2024. Subject to any renewal as provided in the COUNTY Agreement.

Section 3. In all other respects, the terms and conditions of the COUNTY Agreement, are hereby ratified and shall remain in full force and effect under this “piggybacking” arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
 - 1. Keep and maintain public records in the CONTRACTOR’s possession or control in connection with the CONTRACTOR’s performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
 - 2. Upon request by City’s records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 - 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City’s information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 - 5. CONTRACTOR’S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: CITY OF COOPER CITY – CITY CLERK’S OFFICE, 9090 SW 50TH PLACE, COOPER CITY, FL 33328.

Section 5. Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Ryan Eggleston
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR: Michael George, General Manager
R&M SERVICE SOLUTIONS, LLC
7256 Westport Place, Suite A
West Palm Beach, FL 33413

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not

employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:
BY: _____
CITY CLERK

BY: _____
CITY MANAGER
BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:
BY: _____
CITY ATTORNEY

WITNESSED BY:
Mark Torrey
Signature
Mark Torrey
Print Name

R&M SERVICE SOLUTIONS, LLC, a Florida corporation
BY: [Signature]
Name: MICHAEL GEORGE
Title: GENERAL MANAGER

STATE OF Florida
COUNTY OF Pasco

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Michael George, as General Manager of **R&M SERVICE SOLUTIONS, LLC**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ **R&M SERVICE SOLUTIONS, LLC**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 31 day of January, 2024



[Signature]
NOTARY PUBLIC
Jonathan Wise
Print or Type Name
My Commission Expires: _____

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #14.



Vendor: R&M Service Solutions, LLC. FEIN: 27-1422665	Does Vendor appear on the following:	
	YES	NO
Florida Convicted Vendor List	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Florida Suspended Vendor List	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Scrutinized Companies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Broward County Debarred List	<input type="checkbox"/>	<input checked="" type="checkbox"/>
State of Florida Corporations (Sun Biz)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E-Verify	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verified by: Purchasing	Date: Friday, January 26, 2024	

[Home](#) / [Business Operations](#) / [State Purchasing](#) / [State Agency Resources](#) / [Vendor Registration and Vendor Lists](#) / [Convicted Vendor List](#)

Convicted Vendor List

The Department of Management Services maintains a "list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

There are currently no vendors on this list.

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #14.

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Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List pursuant to [section 287.1351, Florida Statutes](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance [ 575.8 kB]
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. [ 111.8 kB]
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC [ 85.9 kB]
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. [ 320.2 kB]
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC [ 1.8 MB]

Updated 12/10/19

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #14.

December 19, 2023
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Prohibited Investments (Scrutinized Companies)	Scrutinized Country	Country of Incorporation	Initial Appearance on Scrutinized List	Full Divestment
Petronas Gas Berhad	Sudan & Iran	Malaysia	September 19, 2007	Yes
Petronas Global Sukuk	Sudan & Iran	Malaysia	August 2, 2016	Yes
Putrajaya Management Sdn Bhd	Sudan & Iran	Malaysia	March 18, 2014	Yes
Sinopec Capital 2013 Ltd	Sudan & Iran	China	September 24, 2013	Yes
Sinopec Century Bright Capital Investment Ltd	Sudan & Iran	China	December 3, 2019	Yes
Sinopec Engineering Group Co Ltd	Sudan & Iran	China	March 18, 2014	Yes
Sinopec Group Overseas Development 2018 Ltd	Sudan & Iran	China	December 15, 2020	Yes

Vendor Compliance
Check List

Meeting Date: 02/13/2024 Item #14.

Table 9: Scrutinized Companies that Boycott Israel

New companies on the list are shaded and in bold.

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
Betsah Invest SA	Luxembourg	August 2, 2016	Yes
Betsah SA	Luxembourg	August 2, 2016	Yes
Cactus SA	Luxembourg	August 2, 2016	Yes
Co-operative Group Limited	United Kingdom	September 26, 2017	Yes
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016	Yes
Morningstar, Inc (Sustainalytics)	United States	October 25, 2023	Prior to 10/25/24 if not resolved
Unilever PLC (Ben & Jerry's parent company)	United Kingdom	July 29, 2021	Prior to 10/25/24
Hindustan Unilever Ltd	India	July 29, 2021	Yes
PT Unilever Indonesia Tbk	Indonesia	July 29, 2021	Yes
Unilever Bangladesh Ltd	Bangladesh	July 29, 2021	Yes
Unilever Capital Corp (Unilever PLC bond issuance)	United States	July 29, 2021	Prior to 10/25/24
Unilever Caribbean Ltd	Trinidad and Tobago	July 29, 2021	Yes
Unilever Consumer Care Ltd	Bangladesh	July 29, 2021	Yes
Unilever Côte d'Ivoire	Ivory Coast	July 29, 2021	Yes
Unilever Finance Netherlands BV	Netherlands	July 29, 2021	Yes



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Page 2

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification	Full Divestment
(Unilever PLC bond issuance)			
Unilever Ghana Ltd	Ghana	July 29, 2021	Yes
Unilever Nigeria Plc	Nigeria	July 29, 2021	Yes
Unilever Pakistan Foods Ltd	Pakistan	July 29, 2021	Yes
# of Companies that Boycott Israel	18		

No companies were removed from the **Scrutinized Companies that Boycott Israel List** during the quarter.

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #14.

Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

- [Federal Debarred Supplier List](#)
- [State of Florida Debarred Supplier Lists](#)
- [State of Florida List of Scrutinized Companies doing business with Iran and Sudan](#)

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	Rust Wizard Inc.	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	S H Marketing, Inc.	08/17/20
All County Plumbing Contractors, Inc.	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
All County Plumbing, Inc.	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
Alpha Construction Svcs & Consulting Svcs	08/11/20	Graphic Productions Co.	02/27/90	Saints-Enterprises II, LLC	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	Samantha L List, P.A.	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	Infinite Distributors LLC	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	Intercoastal Marketing, LLC	12/15/20	Shiv Lingam Kirtan Mandali Inc.	08/06/20
BRC Construction Company, Inc.	12/14/05	J M List Services, LLC	08/11/20	SLL Consulting LLC	08/11/20
Broward Plumbing Specialists, Inc.	08/17/20	JIM List Services, LLC	08/11/20	Southeast Underground Utilities Corp.	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	JM List, Incorporated	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	Lawn Wizard USA, Inc.	09/29/15	Statewide Transportation & Recovery Services	11/02/00
Coastal Carting Ltd.	03/16/96	Lawn Wizard USA, LLC	03/24/17	Termark Security Systems	06/03/99
Coastal Industries USA, LLC (d/b/a Rust Wizard)	03/24/17	Mancini Builders	01/04/94	The Parts Connection	06/30/92
Coastal Utilities, Inc.	03/05/99	Marquee Enterprises, Inc.	06/08/07	Toilet Taxi Corp.	07/07/15
Compass Corp.	06/29/04	Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Control Press	06/29/04	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Cordes Door Co., Inc.	09/01/96	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Cox & Palmer Const. Corp.	03/14/89	Moody Maintenance Products	04/06/06	Tropical Growers USA, Inc.	03/24/17
Custom Design To A Tee	05/15/96	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Degen's Lawn & Garden, Inc.	11/04/11	OJS Systems, Inc.	12/22/14	Urban Organization, Inc.	03/05/99
Digital Comm Inc.	05/16/11	Omega Group, Inc.	10/30/97	Vees Supply, LLC	08/17/20
Dixie Lock & Supply Inc.	02/17/92	Precision Detailing dba J M List Services	08/11/20	Venturi Supplies, Inc.	08/17/20
Eastern Elevator Service, Inc.	02/13/19	Protective Service Int'l	03/01/91	VIMAC USA, Inc.	05/31/17
Federal Fence Co., Inc.	11/12/90	Public Safety Systems	03/04/91	Viravar, LLC	08/17/20
		Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
		Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92

Rahming Funeral Home	09/01/92	Woodcraft Custom Homes	06/06/88
RC Aluminum Industries Inc.	06/20/14	Z & Z, Inc.	08/11/20

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #14.

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000114038

Entity Name: R&M SERVICE SOLUTIONS, LLC

Current Principal Place of Business:

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Current Mailing Address:

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413 US

FEI Number: 27-1422665

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATE CREATIONS NETWORK INC.
801 US HWY 1
NORTH PALM BEACH, FL 33408 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent Date

Authorized Person(s) Detail :

Title	MANAGING MEMBER	Title	MEMBER
Name	RAKOCZY, JOHN R	Name	RAKOCZY, COREY
Address	7256 WESTPORT PLACE, SUITE A	Address	7256 WESTPORT PLACE, SUITE A
City-State-Zip:	WEST PALM BEACH FL 33413	City-State-Zip:	WEST PALM BEACH FL 33413
Title	MEMBER	Title	MEMBER
Name	GEORGE, MICHAEL	Name	BENEDETTO, THOMAS
Address	7256 WESTPORT PLACE, SUITE A	Address	7256 WESTPORT PLACE, SUITE A
City-State-Zip:	WEST PALM BEACH FL 33413	City-State-Zip:	WEST PALM BEACH FL 33413

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN RAKOCZY

MANAGING MEMBER, BY 03/31/2023
SAVANAH STRYDOM,
ATTORNEY-IN-FACT

Electronic Signature of Signing Authorized Person(s) Detail Date

Vendor Compliance Check List

Meeting Date: 02/13/2024 Item #14.

<u>Employer</u>	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>	<u>Workforce Size</u>	<u>Number of Hiring Sites</u>	<u>Hiring Site Locations (by state)</u>
R&M SERVICE SOLUTIONS, LLC		Open	03/24/2020		10 to 19	2	FL, TX



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Parks and Recreation

DATE: February 13, 2024

SUBJECT: Cooper City Draft Action Plan to Address Resolution NO.12-7-5 Requirements

BACKGROUND OF ITEM:

The development of this action plan stems from concerns voiced by the Commission regarding the lack of adherence to resident requirements in organized sports within the city. The existing resolutions governing sports were identified as not being fully met. On January 9th, the Commission directed the staff to craft a comprehensive strategy that addresses the requirements stipulated in the city's resolution No. 12-7-5 and its amendments.

The primary objective of this plan is to systematically tackle all instances of noncompliance and address ongoing concerns. The collaboration between city staff and the Cooper City Optimist played a pivotal role in shaping this plan. This collaboration ensures that the plan not only meets the immediate demands of the situation but also establishes a collaborative framework for ongoing cooperation, emphasizing adherence to the city's regulations overseeing organized sports.

As a proactive and well-structured approach, the action plan is designed to confront the challenges at hand. It serves as a roadmap for achieving compliance, fostering improved communication, and ensuring effective management of sports programs within the city. The overarching intention is to strike a balance between the interests of the community, the Cooper City Optimist organization, and the city administration, with a dedicated focus on addressing all requirements outlined in the resolution.

ANALYSIS:

Having a plan to address and monitor the requirements outlined in our resolution is a crucial step to ensure that we are delivering the appropriate level of service to the residents of Cooper City.

Attachments

1. Original Resolution NO.12-7-5
2. Amendment of Fees NO.21-43
3. Draft action plan for Cooper City Optimist

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	01/31/24 01:00 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	01/31/24 01:01 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	01/31/24 01:41 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	02/02/24 11:53 AM
Allen, Tedra	END WORKFLOW - APPROVED		02/02/24 12:36 PM

Action Plan to Address Resolution NO. 12-7-5 Requirements for Cooper City Optimist Club



Action Plan to Address Resolution City NO. 12-7-5 Requirements



Introduction:

In response to identified concerns and a commitment to enhance the quality of service provided to the residents of Cooper City, this action plan has been meticulously crafted. Focused on addressing noncompliance requirements in resolution No. 12-7-5 and its amendments, the plan reflects a proactive approach. By outlining a strategic road map that emphasizes collaboration, communication, and adherence to city regulations, this action plan aims to rectify immediate issues and establish a foundation for sustained improvement in the realm of organized sports within our community.

1. Establish a system that allows proper tracking for requirements of the resolution that governs Youth Sports and reporting protocol.
2. Establish an annual audit of the listed requirements in the current resolution.
3. Develop a corrective action plan for Cooper City Optimist Club when in violation of resolution.
4. Creation of a Wavier request form.
5. Task Cooper City Optimist Club Board and Parks and Recreation Advisory Board to do an annual review of the resolution, requested changes must be submitted to both boards.



Contact Person:

Contact Email:

Contact Phone:

1. Proof of Incorporation:

Submitted

Verified

Approved

2. Liability and Accident Insurance

Submitted

Verified

Approved

3. Contact Information for Responsible Individuals

Submitted

Verified

Approved

4. League-Approved Rosters

Submitted

Verified

Approved

5. Criminal Background Checks:

- Manager/Head Coaches
- Official/Assistant Coaches
- Board Members
- Commissioners/Assistant Commissioners
- Submitted
- Verified
- Approved

6. Annual Financial Statement:

- Submitted
- Verified
- Approved

7. Travel Tournaments/Playoffs/Events Approval:

- Submitted for Approval
- Approval Granted
- Additional Fees Imposed

Additional Notes:

- Follow-up Required
- Pending Documentation
- Outstanding Actions



Compliance Status Report: A summary report indicating the status of each item and whether it is in compliance, pending verification, or requires further action.

Upcoming Events Report: A schedule of travel tournaments, playoffs, or events requiring prior approval, including details on the percentage of non-resident teams involved.

DRAFT

Step 1: Identification of Violation

Procedure:

- Clearly identify and document the specific violation(s) of the resolution by the Cooper City Optimist Club.
- Notify the Optimist Club in writing, specifying the nature of the violation and the resolution clause(s) in question.

Step 2: Cooperative Discussion

Procedure:

- Schedule a meeting between city representatives and the Cooper City Optimist Club leadership.
- Open a dialogue to discuss the identified violations, allowing the Optimist Club to present its perspective.

Step 3: Corrective Action Proposal

Procedure:

- Require the Optimist Club to submit a detailed corrective action plan outlining how they intend to address and rectify the identified violations.
- The plan should include specific steps, timelines, responsible parties, and preventive measures to avoid future violations.

Step 4: Review and Approval

Procedure:

- Review the submitted corrective action plan for completeness, feasibility, and effectiveness.
- Collaboratively refine the plan if necessary, ensuring it aligns with resolution requirements.
- Obtain formal approval from the City Commission for the proposed corrective actions.

Step 5: Implementation of Corrective Actions

Procedure:

- Monitor the implementation of the corrective actions outlined in the approved plan.
- Provide any necessary support or guidance to the Optimist Club during the implementation process.
- Verify that all specified corrective measures are being carried out according to the agreed-upon timelines.

Step 6: Ongoing Compliance Monitoring

Procedure:

- Implement a system for ongoing monitoring to ensure sustained compliance.
- Regularly review and assess the Optimist Club's adherence to the resolution's requirements.
- Conduct periodic checks to verify that the corrective actions are continuously effective.

Step 7: Reporting and Communication

Procedure:

- Regularly communicate updates on the Optimist Club's compliance status to the City Commission and relevant stakeholders.
- Provide transparent reporting on the progress of corrective actions and any additional measures taken.

Step 8: Escalation for Persistent Non-Compliance

Procedure:

- If persistent non-compliance is observed, escalate consequences according to the established enforcement steps outlined in the resolution.
- Consider additional measures, such as probationary periods, partial curtailment of privileges, or suspension, as deemed necessary.

Step 1: Initial Warning and Documentation

Action: Issue a written warning to the Optimist Club detailing the specific non-compliance issues and the required corrective actions.

Purpose: Provide an initial opportunity for correction while formally documenting the non-compliance.

Step 2: Probationary Period

Action: Place the Optimist Club on probation, indicating that continued non-compliance may result in further consequences.

Purpose: Give the organization a defined period to rectify issues, with increased scrutiny during this time.

Step 3: Partial Curtailment of Privileges

Action: Temporarily curtail specific privileges, such as limiting access to certain sports facilities or reducing program offerings.

Purpose: Escalate consequences to emphasize the severity of the non-compliance while still allowing for corrective measures.

Step 4: Full Curtailment of Privileges

Action: Curtail all privileges to utilize sports facilities for a specified period.

Purpose: Signal a serious response to ongoing non-compliance, with the intent of motivating the organization to address issues promptly.

Step 5: Suspension of Facility Use

Action: Suspend the Optimist Club's ability to use sports facilities for a defined duration.

Purpose: Impose a more significant consequence to underscore the importance of adhering to guidelines, with the expectation of full compliance upon reinstatement.

Step 6: Revocation of Facility Privileges

Action: Permanently revoke the Optimist Club's privilege to utilize sports facilities.

Purpose: As the most severe consequence, it communicates a decisive response to persistent non-compliance and emphasizes the need for substantial organizational changes.

Each step in this plan represents an increasingly severe consequence, providing the Optimist Club with opportunities to correct behavior before facing more significant penalties. The ultimate goal is to ensure compliance with guidelines while maintaining a fair and escalating system of consequences.

Waiver Request Form for Cooper City Optimist Club

Name of Organization: Cooper City Optimist Club

Contact Person:

Contact Email:

Contact Phone:

Reason for Waiver Request: Please provide a detailed explanation for the waiver request. Include information on the specific noncompliance issue, steps taken to address the concern, and any mitigating circumstances.

Action Plan: Outline the steps that the Cooper City Optimist Club intends to take to rectify the noncompliance issue. Include timelines, responsible parties, and any additional measures to ensure ongoing compliance.

Verification of Corrective Actions: Detail how the organization plans to verify that the corrective actions have been successfully implemented. This may include documentation, reports, or any other evidence of compliance.

Preventive Measures: Describe any preventive measures that will be implemented to avoid future noncompliance issues of a similar nature.

Waiver Request Form for Cooper City Optimist Club



Acknowledgment of Consequences: By submitting this waiver request, the Cooper City Optimist Club acknowledges an understanding of the consequences associated with noncompliance. The organization commits to taking prompt and effective corrective actions to align with the city's resolutions governing organized sports.

I, the undersigned, on behalf of the Cooper City Optimist Club, hereby submit this waiver request with the understanding of the responsibilities and commitments outlined above.

City Approval: To be completed by the City Commission or relevant authority after reviewing the waiver request.

Approval Disapproved

Comments/Conditions (if any):

City Official's Signature:

Objective:

The objective of this process is to ensure regular reviews of the resolution governing the Cooper City Optimist Club's activities on an annual basis. Changes or amendments to the resolution can be proposed and discussed through a collaborative effort involving both the Optimist Club Board and the Parks and Recreation Advisory Board.

1. Annual Review Schedule:

- Establish an annual schedule for the joint review of the resolution, with reviews occurring once a year.
- The review period will be set to [specify month], ensuring consistency and timely assessments.

2. Cooperative Review Meetings:

- Hold joint meetings between the Cooper City Optimist Club Board and the Parks and Recreation Advisory Board during the designated review month.
- Encourage open discussions regarding the effectiveness and relevance of the current resolution.

3. Proposal Submission:

- Any proposed changes or amendments to the resolution should be submitted in writing by the Cooper City Optimist Club Board.
- The submission should include a clear rationale for each proposed change and its anticipated impact.

4. Evaluation Criteria:

- Establish criteria for evaluating proposed changes, considering factors such as community impact, organizational feasibility, and alignment with the city's goals.
- Encourage input from both boards, ensuring a comprehensive assessment.

5. Public Input:

- Allow for public input during the review process, providing an opportunity for community members to express their opinions and suggestions.
- Gather feedback through public meetings, surveys, or other inclusive methods.

**Annual Review and Resolution Amendment Procedure
Cooper City Optimist Club**

Meeting Date: 02/13/2024 Item #15.

6. Cooperative Decision-Making:

- Collaboratively make decisions on proposed changes through consensus-building discussions.
- Strive for a cooperative and inclusive decision-making process that involves both boards.

7. Documenting Changes:

- Clearly document any approved changes or amendments to the resolution.
- Ensure that the final document reflects the collaborative efforts of both the Cooper City Optimist Club Board and the Parks and Recreation Advisory Board.

8. Communication of Changes:

- Communicate approved changes to all relevant stakeholders, including the Cooper City Optimist Club, city officials, and the community.
- Ensure transparency in the decision-making process and the reasons behind the approved modifications.

9. Implementation:

- Implement the approved changes in a timely manner, with necessary adjustments to organizational practices and activities.

10. Ongoing Monitoring:

- Continuously monitor the impact of the resolution changes on Optimist Club activities and community engagement.
- Make adjustments as needed during subsequent annual reviews.

This procedure ensures a systematic and collaborative approach to reviewing and amending the resolution, promoting ongoing cooperation between the Cooper City Optimist Club and the Parks and Recreation Advisory Board on an annual basis.

RESOLUTION NO. 12-7-5

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 2004-11-8, WHICH REVISED THE POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, via Resolution No. 83-1-2, established a policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City Commission, via Resolution No. 2003-2-9 and Resolution No. 2004-11-8, revised the policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for youth, defined as those persons ages 18 and under or who are enrolled in school through the twelfth grade; and

WHEREAS, the City's Recreation Director has since recommended certain amendments to said policies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: That Resolution No. 2004-11-8 is hereby amended by replacing the text of the Plan set forth in Resolution No. 2004-11-8, with the following superseding text:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized youth sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City Commission of the City of Cooper City and administered by its designee. For the purposes of this Resolution, the City's designee shall be the Recreation Director. Any question

as to an interpretation of said plan or the administration of the plan shall be exclusively within the control of the City's designee.

A. Recognized Sports Organization

The City of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred to as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.

The CCO shall be responsible for providing a year-round, comprehensive sports program for youths. The CCO shall have on file with the City the following:

- 1) Proof of incorporation as a not-for-profit corporation
- 2) Proof of liability and accident insurance
- 3) The name, address and phone number of a person responsible for all communication with the City and its designee
- 4) League-approved rosters for each sport.
- 5) Criminal background checks shall be done for all who act in the following capacities:
 - Manager/Head Coaches
 - Official/Assistant Coaches
 - Board Members
 - Commissioners/Assistant Commissioners

The CCO must operate in a proper manner. The CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These meeting(s) must be open to the public to attend. It is the responsibility of the CCO to establish a governing board comprised of officers. The CCO must provide the City with a schedule of its elections and within ten (10) days of any such election provide the City with the names of the newly elected officers. All members of the CCO will be entitled to vote for these officers and be given ample notice of any election, per CCO bylaws. The CCO will choose one spokesperson to communicate with the City. All information from the CCO must be transmitted through this person to the City. This will eliminate confusion and will establish a one-to-one communication flow from the CCO to the City. All information and/or requests from the CCO should be channeled through the spokesperson to the City's designee. The CCO will be responsible for

establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place at a location open to the public. Plans for the registration place should be made in advance with the City's designee. The CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The CCO, upon request, must be able to explain how these registration fees will be used to implement the program. The CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of the CCO. Each year the CCO shall provide the City Manager with an annual Financial Statement of revenues and expenses for all programs and activities that take place during each twelve (12) month cycle of sports.

B. Year-Round Sports Program

The CCO is recognized as the sole agents to deliver seasonal youth sports to provide a year-round program of sports activities. Current sports are:

Sport

Baseball
A. All ages and levels

Football
A. All ages and levels
- Tackle
B. All ages and levels
- Flag

C. Cheerleaders

Soccer
A. Youth - All ages and
levels of play

Softball
A. Girl's Youth - all ages and
Levels

Basketball
A. All ages and levels

New sports can be added provided they adhere to the requirements in Paragraph E-3.

The following is a guideline for each sport and on or about the time of year each will take place:

- Baseball/T-Ball: League seasons Fall and Spring;
- Girl's Softball: League seasons Fall and Spring;
- Football: Late Summer through Fall;
- Soccer: Late Fall through Winter;
- 5 x 5 Soccer: Spring;
- Cheerleading: League season Late Summer through Fall;
- Basketball: League season Summer.

It is recognized that each sport needs lead-in-time. Clubs will meet thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league season. Any post-season play involving Cooper City facilities must receive prior approval from the City's designee. If the CCO plans any special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a surcharge to cover expenses of tournaments or other special post-season events.

C. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. The City will maintain facilities for sports practices or games.

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping, dragging, raking, mowing, and all other maintenance items. The City will prepare fields for games prior to the first scheduled game on a field for that day. Baseball and softball fields shall only be re-prepped by dragging and/or lining if more than three (3) games are to be played on a field on the same day. If Travel Baseball games are scheduled following In House games on the same day and same field, fields will be prepped by

dragging and lining prior to the first scheduled Travel game of the day. Fields will be re-prepped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecoming, Flag Football Championship, and Soccerfest. On-deck infield marking will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no time will a person from the CCO be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone, or delay any athletic contest or practice due to inclement weather or any other factor which might impair the safety of the athletic participants.

The City will maintain facilities for the CCO at no charge to the CCO. However, if the City deems it necessary, it may assess a surcharge to the organization to cover operating costs and labor on specific occasions. The striping of fields will only be done for games, and Travel Baseball scrimmages, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition. End of the season In House playoffs which are scheduled following the regular season shall be considered part of the normal season and not subject to an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior approval to conduct and may be subject to additional fees.

The Cooper City Optimist Club shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

Note that the provisions hereinabove shall only apply if the CCO complies with the provisions of paragraph E.

D. Sports Facility Permitting Procedures

Generally, the use of facilities shall be governed by the terms of Ordinance No. 80-11-3 as the same may be amended from time to time. Any individual or group wishing to use a sports

facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. A fee schedule for rental or lease of a facility or activity pursuant to a park permit shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.

No City sports facilities will be used without a park permit. A park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility. Any use of a City sports facility which has not been scheduled, can be used, if available, after obtaining a park permit from the City's designee, on a first-come, first-served basis. All applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports facility can, upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only. An individual or group requesting a park permit for a single event during any twelve (12) month period (i.e. family reunion or religious institution picnic) must complete and have approved a facility use permit and pay any required fee. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period), shall provide the following:

- 1) Proof of liability and accident insurance
- 2) Complete and have approved a facility use permit
- 3) Pay any required fees.

All requests by an individual or group for a park permit shall be made to the City's designee at least seven (7) days, but no more than ninety (90) days, prior to the event.

E. General Policy Considerations

1. It is the policy of the Cooper City Commission that the CCO shall include a minimum of Seventy Percent (70%) Cooper City residents. The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all their games. Any non-resident participating in these organizations shall be charged an additional non-resident fee per child, per sport, per season, over and above the normal registration charged by the CCO. An agreed upon portion of the non-resident fee of not less than \$20,000 or more than \$36,000 shall be paid to the City to be used for the maintenance of sports facilities. Cooper City residents shall have preference over non-residents to participate in the activities offered by the CCO. The CCO, within thirty (30) days of completion of registration, shall present complete league rosters, including addresses, to the City's designee, who shall compute the non-resident fee and send an invoice to the CCO. The City shall hold the CCO harmless for any errors or omissions in the collection of said fees.

(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2. It is the policy of the Cooper City Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club.

3. It is the policy of the Cooper City Commission that any new sport must receive prior approval of the City's designee.

F. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the CCO, the City shall be solely responsible for scheduling the use of all facilities. The CCO will submit the plans for practices and games at least one (1) week prior to each applicable season.

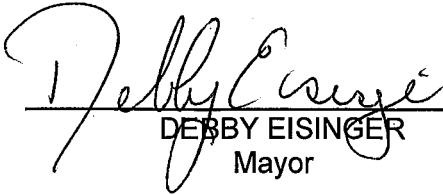
The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

G. City Commission Obligation


It is the obligation of the City Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission, and the Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission decides that the residents of the City are not being properly served by the recognized sports organization.

Section 2: This Resolution shall be in force and take full effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 30th day of July, A.D., 2012.


DEBBY EISINGER
Mayor

ATTEST:


SUSAN POLING
City Clerk

ROLL CALL

Mayor Eisinger	<u>Yes</u>
Commissioner Mallozzi	<u>Yes</u>
Commissioner Sims	<u>Yes</u>
Commissioner Curran	<u>Yes</u>
Commissioner Green	<u>Yes</u>

RESOLUTION NO. 12-7-5

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 2004-11-8, WHICH REVISED THE POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, via Resolution No. 83-1-2, established a policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City Commission, via Resolution No. 2003-2-9 and Resolution No. 2004-11-8, revised the policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for youth, defined as those persons ages 18 and under or who are enrolled in school through the twelfth grade; and

WHEREAS, the City's Recreation Director has since recommended certain amendments to said policies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: That Resolution No. 2004-11-8 is hereby amended by replacing the text of the Plan set forth in Resolution No. 2004-11-8, with the following superseding text:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized youth sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City Commission of the City of Cooper City and administered by its designee. For the purposes of this Resolution, the City's designee shall be the Recreation Director. Any question

as to an interpretation of said plan or the administration of the plan shall be exclusively within the control of the City's designee.

A. Recognized Sports Organization

The City of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred to as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.

The CCO shall be responsible for providing a year-round, comprehensive sports program for youths. The CCO shall have on file with the City the following:

- 1) Proof of incorporation as a not-for-profit corporation
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- 3) The name, address and phone number of a person responsible for all communication with the City and its designee
- 4) League-approved rosters for each sport.
- 5) Criminal background checks shall be done for all who act in the following capacities:
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 - Board Members
 - Commissioners/Assistant Commissioners

The CCO must operate in a proper manner. The CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These meeting(s) must be open to the public to attend. It is the responsibility of the CCO to establish a governing board comprised of officers. The CCO must provide the City with a schedule of its elections and within ten (10) days of any such election provide the City with the names of the newly elected officers. All members of the CCO will be entitled to vote for these officers and be given ample notice of any election, per CCO bylaws. The CCO will choose one spokesperson to communicate with the City. All information from the CCO must be transmitted through this person to the City. This will eliminate confusion and will establish a one-to-one communication flow from the CCO to the City. All information and/or requests from the CCO should be channeled through the spokesperson to the City's designee. The CCO will be responsible for

establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place at a location open to the public. Plans for the registration place should be made in advance with the City's designee. The CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The CCO, upon request, must be able to explain how these registration fees will be used to implement the program. The CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of the CCO. Each year the CCO shall provide the City Manager with an annual Financial Statement of revenues and expenses for all programs and activities that take place during each twelve (12) month cycle of sports.

B. Year-Round Sports Program

The CCO is recognized as the sole agents to deliver seasonal youth sports to provide a year-round program of sports activities. Current sports are:

- Sport
- Baseball
 - A. All ages and levels
- Football
 - A. All ages and levels
 - Tackle
 - B. All ages and levels
 - Flag
- C. Cheerleaders
- Soccer
 - A. Youth - All ages and levels of play
- Softball
 - A. Girl's Youth - all ages and Levels
- Basketball
 - A. All ages and levels

New sports can be added provided they adhere to the requirements in Paragraph E-3.

The following is a guideline for each sport and on or about the time of year each will take place:

- Baseball/T-Ball: League seasons Fall and Spring;
- Girl's Softball: League seasons Fall and Spring;
- Football: Late Summer through Fall;
- Soccer: Late Fall through Winter;
- 5 x 5 Soccer: Spring;
- Cheerleading: League season Late Summer through Fall;
- Basketball: League season Summer.

It is recognized that each sport needs lead-in-time. Clubs will meet thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league season. Any post-season play involving Cooper City facilities must receive prior approval from the City's designee. If the CCO plans any special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a surcharge to cover expenses of tournaments or other special post-season events.

C. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. The City will maintain facilities for sports practices or games.

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping, dragging, raking, mowing, and all other maintenance items. The City will prepare fields for games prior to the first scheduled game on a field for that day. Baseball and softball fields shall only be re-prepped by dragging and/or lining if more than three (3) games are to be played on a field on the same day. If Travel Baseball games are scheduled following In House games on the same day and same field, fields will be prepped by

dragging and lining prior to the first scheduled Travel game of the day. Fields will be re-prepped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecoming, Flag Football Championship, and Soccerfest. On-deck infield marking will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no time will a person from the CCO be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone, or delay any athletic contest or practice due to inclement weather or any other factor which might impair the safety of the athletic participants.

The City will maintain facilities for the CCO at no charge to the CCO. However, if the City deems it necessary, it may assess a surcharge to the organization to cover operating costs and labor on specific occasions. The striping of fields will only be done for games, and Travel Baseball scrimmages, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition. End of the season In House playoffs which are scheduled following the regular season shall be considered part of the normal season and not subject to an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior approval to conduct and may be subject to additional fees.

The Cooper City Optimist Club shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

Note that the provisions hereinabove shall only apply if the CCO complies with the provisions of paragraph E.

D. Sports Facility Permitting Procedures

Generally, the use of facilities shall be governed by the terms of Ordinance No. 80-11-3 as the same may be amended from time to time. Any individual or group wishing to use a sports

facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. A fee schedule for rental or lease of a facility or activity pursuant to a park permit shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.

No City sports facilities will be used without a park permit. A park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility. Any use of a City sports facility which has not been scheduled, can be used, if available, after obtaining a park permit from the City's designee, on a first-come, first-served basis. All applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports facility can, upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only. An individual or group requesting a park permit for a single event during any twelve (12) month period (i.e. family reunion or religious institution picnic) must complete and have approved a facility use permit and pay any required fee. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period), shall provide the following:

- 1) Proof of liability and accident insurance
- 2) Complete and have approved a facility use permit
- 3) Pay any required fees.

All requests by an individual or group for a park permit shall be made to the City's designee at least seven (7) days, but no more than ninety (90) days, prior to the event.

E. General Policy Considerations

1. It is the policy of the Cooper City Commission that the CCO shall include a minimum of Seventy Percent (70%) Cooper City residents. The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all their games. Any non-resident participating in these organizations shall be charged an additional non-resident fee per child, per sport, per season, over and above the normal registration charged by the CCO. An agreed upon portion of the non-resident fee of not less than \$20,000 or more than \$36,000 shall be paid to the City to be used for the maintenance of sports facilities. Cooper City residents shall have preference over non-residents to participate in the activities offered by the CCO. The CCO, within thirty (30) days of completion of registration, shall present complete league rosters, including addresses, to the City's designee, who shall compute the non-resident fee and send an invoice to the CCO. The City shall hold the CCO harmless for any errors or omissions in the collection of said fees.

(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2. It is the policy of the Cooper City Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club.

3. It is the policy of the Cooper City Commission that any new sport must receive prior approval of the City's designee.

F. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the CCO, the City shall be solely responsible for scheduling the use of all facilities. The CCO will submit the plans for practices and games at least one (1) week prior to each applicable season.

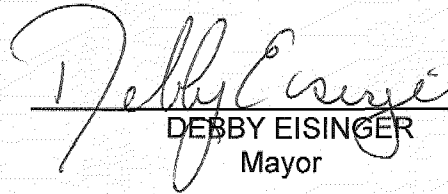
The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

G. City Commission Obligation

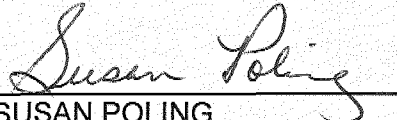
It is the obligation of the City Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission, and the Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission decides that the residents of the City are not being properly served by the recognized sports organization.

Section 2: This Resolution shall be in force and take full effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 30th day of July, A.D., 2012.


DEBBY EISINGER
Mayor

ATTEST:


SUSAN POLING
City Clerk

ROLL CALL

Mayor Eisinger	<u>Yes</u>
Commissioner Mallozzi	<u>Yes</u>
Commissioner Sims	<u>Yes</u>
Commissioner Curran	<u>Yes</u>
Commissioner Green	<u>Yes</u>

From: pspanther4@aol.com (pspanther4@aol.com)
To: pspanther4@aol.com; thefishguy@bellsouth.net; wayne@browardbaseballacademy.com;
Date: Fri, July 6, 2012 3:39:36 PM
Cc:
Subject: Re: resolution changes-

any thoughts?

-----Original Message-----

From: pspanther4 <pspanther4@aol.com>
To: thefishguy <thefishguy@bellsouth.net>; wayne <wayne@browardbaseballacademy.com>
Sent: Fri, Jul 6, 2012 8:40 am
Subject: resolution changes-

what do you think??

Morning Bruce, Lynda, Jim and Jaime,

The Optimist Board met last night and reviewed the current fees and portions of the resolution. The club approved (and suggests) the following modifications;

Section 1 (B)

The opening sentence should be modified at the end to say: year-round program of sports activities, to include but not limited to:

the sports should be modified as follows

under the football section-

- C- change Tackle cheerleaders to Cheerleading
- D- delete storm cheerleading

under the Softball section

- B- delete Men's softball
- C- delete Adult COED

under Roller Hockey- delete entirely

The guidelines for each sport should be modified as follows

Baseball- 2 league seasons, fall and spring. Provisions will be made for post season competitive play.

Mens Softball- delete

Girls Softball- 2 league seasons, fall and spring. Provisions will be made for post season competitive play.

Football- annual season in the late summer/fall. Provisions will be made for post season competitive play.

Soccer- annual season starting in the late fall running through late winter. Provisions will be made for post season competitive play.

5v5 Soccer- annual season starting each spring.

Cheerleading- annual season in the late summer/fall.

Roller Hockey- delete

Basketball- annual summer league

Adult Coed Softball-delete

add:

Baseball, Softball and Soccer each have a travel division component. Each sport's travel component starts late summer/fall and runs through the year.

last paragraph of Section 1(B)- delete the 3rd sentence referencing post season play

Meeting Date: 02/13/2024 Item #15.

last sentence should be modified to: may levy a lighting charge and/or materials charge. (manpower should be included due to new fees being collected)

Section E (1)

Modify- 2nd sentence: Any non resident participating in these sports shall be charged an additional \$30 per child, per sport, per season over and above the normal fees charged by the organization, which money shall be used by the organization at the discretion of the City's designee.

add:

The Cooper City Optimist Club shall remit to the City a per player fee as follows:

- residents- \$5.00 per player
- non- residents- \$10 per player

The annual remittance shall not exceed \$35,000.00 during any fiscal year, October to October.

The remittance shall be paid at the conclusion of each sports registration, along with the final roster of participants.

This per player fee can be modified or deleted at the discretion of the City designee and the sports organization.

2nd paragraph of Section E (1) to be modified as follows:

Each sport upon completion of registratoin, shall present complete league rosters, including addresses of each participant, to the City's designee along with the per player remittance. The City fees.

We appreciate the ability to voice our suggestions. Please call us with any questions or our next step. Thank You!

Pete Schlang
2nd Vice President- City Liason
Cooper City Optimist Club

JOHN VALENTI
PRESIDENT
[Handwritten Signature]

RESOLUTION NO. 12-7-5

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 2004-11-8, WHICH REVISED THE POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, via Resolution No. 83-1-2, established a policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City Commission, via Resolution No. 2003-2-9 and Resolution No. 2004-11-8, revised the policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for ~~both children and adults~~ youth, defined as those persons ages 18 and under or who are enrolled in school through the twelfth grade; and

WHEREAS, the City's Recreation Director has since recommended certain amendments to said policies;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: That Resolution No. 2004-11-8 is hereby amended by deleting therefrom the words and phrases which are struck through and adding thereto the words and phrases which are underscored:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized youth sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City Commission of the City of Cooper City and administered by its designee. For the

purposes of this Resolution, the City's designee shall be the Recreation Director. Any question as to an interpretation of said plan or the administration of the plan shall be exclusively within the control of the City's designee.

A. Recognized Sports Organization

The City of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred to as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City, ~~as outlined in the attached Exhibit A hereto,~~ shall be considered residents of Cooper City for purposes of this Resolution. ~~Individuals residing in portions of unincorporated Broward County property and falling within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.~~

~~The recognized sports organization CCO shall be responsible for providing a year-round, comprehensive sports program for both children and adults youths. Any organization utilizing the City's sports facilities~~ The CCO shall have on file with the City the following:

- 1) Proof of incorporation as a not-for-profit corporation
- 2) Proof of liability and accident insurance
- 3) The name, address and phone number of a person responsible for all communication with the City and its designee
- 4) League-approved rosters for each sport.
- 5) Criminal background checks shall be done for all who act in the following capacities:
 - Manager/Head Coaches
 - Official/Assistant Coaches
 - Board Members
 - Commissioners/Assistant Commissioners

~~The organization CCO must operate in a proper manner. The organization CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These meeting(s) must be held on public property open to the public to attend.~~ It is the responsibility of the ~~organization CCO~~ CCO to establish a governing board comprised of officers. ~~The organization CCO must provide the City with a schedule of its elections and within~~

ten (10) days of any such election provide the City with the names of the newly elected officers. All members of ~~this sports organization~~ the CCO will be entitled to vote for these officers and be given ample notice of any election, per CCO bylaws. The ~~organization~~ CCO will choose one spokesperson ~~per sport~~ to communicate with the City. All information from the ~~organization~~ CCO must be transmitted through ~~these~~ this persons to the City. This will eliminate confusion and will establish a one-to-one communication flow from the ~~organization~~ CCO to the City. All information and/or requests from the ~~organization~~ CCO should be channeled through the spokesperson to the City's designee. The ~~recognized sports organization~~ CCO will be responsible for establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place ~~on public property~~ at a location open to the public. Plans for the registration place should be made in advance with the City's designee, ~~so space will be available for the desired dates~~. The ~~recognized sports organization~~ CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The ~~organization~~ CCO, upon request, must be able to explain how these registration fees will be used to implement the program. The ~~organization~~ CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of ~~said organization~~ the CCO. Each year tThe CCO shall provide the City's Manager with designee may request to review an annual Financial Statement of revenues and expenses for all programs and activities that take place during each twelve (12) month cycle of sports.

B. Year-Round Sports Program

The ~~following organization~~ CCO is recognized as the sole agents to deliver that seasonal youth sports to provide a year-round program of sports activities-- Current sports are:

<u>Sport</u>	<u>Group</u>
Baseball A. All ages and levels	Cooper City Optimist

- Football
 - A. All ages and levels
 - Tackle ~~Cooper City Optimist~~
 - Flag ~~Cooper City Optimist~~
 - C. Tackle Cheerleaders ~~Cooper City Optimist~~
 - D. Storm Cheerleaders ~~Cooper City Optimist~~
- Soccer
 - A. Youth - All ages and levels of play ~~Cooper City Optimist~~
- Softball
 - A. Girl's Youth - all ages and Levels ~~Cooper City Optimist~~
 - B. Men - all ages and levels ~~Cooper City Optimist~~
 - C. Adult Coed - all levels ~~Cooper City Optimist~~
- Roller Hockey
 - A. All ages and levels ~~Cooper City Optimist~~
- Basketball
 - A. All ages and levels ~~Cooper City Optimist~~

New sports can be added provided they adhere to the requirements in Paragraph E-3.

The following is a guideline for each sport and on or about the time of year each will take place:

- Baseball/T-Ball: ~~League seasons will begin the second week of March and the first week of September. Fall and Spring;~~
- Men's Softball: ~~First week in July until the second week of August~~
- Girl's Softball: ~~League seasons will begin the second week of March and the first Week of September. Fall and Spring;~~
- Football: ~~August 1 through November 15. Provisions will be made for post-season competitive play. Late Summer through Fall;~~
- Soccer: ~~September 15 through March 15 for recreational and competitive play. Provisions will be made for post-season competitive play. Late Fall through Winter;~~
- 5 x 5 Soccer: ~~March 1 through June 1. Spring;~~

Cheerleading: League seasons will begin in June and in August. Late Summer through Fall;

~~Roller Hockey: League seasons will begin in March and in November.~~

Basketball: League season will begin in June. Summer.

~~Adult Coed Softball League seasons will begin in November and in March.~~

It is recognized that each sport needs lead-in-time. Clubs will meet ~~sixty (60)~~ thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league season. Any post-season play involving Cooper City facilities must receive prior approval from the City's designee. If the ~~organization~~ CCO plans any special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a ~~maintenance~~ surcharge to cover expenses of tournaments or other special post-season events.

C. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least ~~thirty (30)~~ fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. ~~The following facilities will be maintained by the~~ The City will maintain facilities for sports practices or games:-

~~Pioneer Middle School~~

- ~~1. Football/soccer fields.~~
- ~~2. East baseball/softball field.~~
- ~~3. West baseball/softball field.~~
- ~~4. Basketball courts.~~
- ~~5. All areas used for multipurpose.~~

~~Bill Lips Sports Complex~~

- ~~1. Five (5) baseball/softball fields.~~
- ~~2. Two (2) football/soccer fields.~~
- ~~3. Two (2) batting cages.~~
- ~~4. All areas used for multipurpose.~~

~~Cooper City Sports Complex~~

- ~~1. Seven (7) baseball/softball fields.~~
- ~~2. Three (3) football/soccer fields.~~

- ~~3. Three (3) batting cages.~~
- ~~4. Two (2) roller hockey rinks.~~
- ~~5. All areas used for multipurpose.~~
- ~~6. Four (4) basketball courts.~~

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping, dragging, raking, mowing, and all other maintenance items. The City will prepare fields for games prior to the first scheduled game on a field for that day. Baseball and softball fields shall only be repped by dragging and/or lining if more than three (3) games are to be played on a field on the same day. If Travel Baseball games are scheduled following In House games on the same day and same field, fields will be prepped by dragging and lining prior to the first scheduled Travel game of the day. Fields will be repped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecoming, Flag Football Championship, and Soccerfest. On-deck infield marking will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no time will a person from a ~~sports organization~~ the CCO be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone, or delay any athletic contest or practice due to inclement weather or any other factor which might impair the safety of the athletic participants.

The City will maintain facilities for the ~~recognized sports organization~~ CCO at no charge to the ~~organization.~~ CCO. However, if the City deems it necessary, it may assess a maintenance surcharge to the organization to cover the operating costs ~~of materials~~ and labor on specific occasions. The striping of fields will only be done for games, and Travel Baseball scrimmages, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition. End of the season In House playoffs

which are scheduled following the regular season shall be considered part of the normal season and not subject to an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior approval to conduct and may be subject to additional fees.

The Cooper City Optimist Club shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

Note that the provisions hereinabove shall only apply if the organization CCO complies with the provisions of paragraph E.

D. Sports Facility Permitting Procedures

Generally, the use of facilities shall be governed by the terms of Ordinance No. 80-11-3 as the same may be amended from time to time. Any individual or group wishing to use a sports facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. The following is a fee schedule for rental or lease of a facility or activity pursuant to a park permit: shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.

Activity/Field	Fee
Softball/Baseball	\$40 per hour, per night, including lights.
Football/Soccer	\$50 per hour, per night, including lights.
Hockey	\$40 per hour, per night, including lights.
Basketball	\$30 per hour, per night, including lights.
Batting Cage	\$10 per hour, per night, per cage, including lights.

An additional charge for field marking prior to a competitive game will be:

Baseball/Softball	\$25 per game
Soccer/Football	\$125 per game

No City sports facilities will be used without a park permit. A park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility. Any use of a City sports facility which has not been scheduled already, can be used, if available, after obtaining a park permit from the City's designee, on a first-come, first-served basis. All applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports facility can, upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only. An individual or group requesting a park permit for a single event during any twelve (12) month period (i.e. family reunion or religious institution picnic) ~~is exempt from complying with the standards required of the recognized sports organization outlined in paragraph A above or the residency requirements outlined in paragraph E below.~~ must complete and have approved a facility use permit and pay any required fee. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period), ~~shall comply with all the standards required of the recognized sports organization outlined in paragraph A above and the residency requirements outlined in paragraph F below.~~ provide the following:

- 1) Proof of liability and accident insurance
- 2) Complete and have approved a facility use permit
- 3) Pay any required fees.

All requests by an individual or group for a park permit shall be made to the City's designee at least seven (7) days, but no more than ~~fifteen (15)~~ ninety (90) days, prior to the event. ~~Any and all outstanding invoices or fees due for prior park permits shall be paid in full by the applicant prior to the issuance of additional park permits.~~

E. General Policy Considerations

1. It is the policy of the Cooper City Commission that the ~~recognized sports organization CCO and any other individual or group using the sports facilities on a continuing basis shall include a minimum of Seventy Percent (70%) Cooper City residents in each sport. The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all their games, on or before March 1, 2003.~~ Any non-resident participating in these organizations shall be charged an additional ~~Twenty-Five Dollars (\$25.00) non-resident fee~~ per child, per sport, per season, over and above the normal fees ~~registration~~ charged by the organization, ~~CCO, which money shall be placed in a fund~~ An agreed upon portion of the non-resident fee of not less than \$20,000 or more than \$36,000 shall be paid to the City to be used for the maintenance of sports facilities, ~~and/or, in the sole discretion of the City's designee, used for sports officials fees.~~ Cooper City residents shall have preference over non-residents to participate in these organizations, ~~the activities offered by the CCO.~~ Each organization The CCO, within thirty (30) days of upon completion of registration, shall present complete league rosters, including addresses ~~and telephone numbers,~~ to the City's designee, who shall compute the non-resident fee and send an invoice to the ~~organization. CCO.~~ The City shall hold the organizations ~~CCO~~ harmless for any errors or omissions in the collection of said fees.

(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2. It is the policy of the Cooper City Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club.

3. It is the policy of the Cooper City Commission that any new sport must receive prior approval of the City's designee.

F. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the ~~recognized sports organizations~~, CCO, the City's designee City shall be solely responsible for scheduling the use of all facilities, ~~described in paragraph C above~~. The organization CCO will submit the plans for practices and games at least one (1) week prior to each applicable season.

The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

G. City Commission Obligation

It is the obligation of the City Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission, and the Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission decides that the residents of the City are not being properly served by the recognized sports organization.

Section 2: This Resolution shall be in force and take full effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 30th day of July, A.D., 2012.

DEBBY EISINGER
Mayor

ATTEST:

SUSAN POLING
City Clerk

ROLL CALL

Mayor Eisinger _____
Commissioner Mallozzi _____
Commissioner Sims _____
Commissioner Curran _____
Commissioner Green _____



Cooper City Commission Meeting Agenda Item Request Form

Date: 7-26-12

Requesting Commissioner/Department: Recreation/Public Works

Commission Regular Meeting Date: 7-30-12

Commission Workshop Meeting Date: _____

BID/RFP # _____ New Renewal

Contract name/description: _____

AGENDA


Presentation Consent Regular Discussion

BACKGROUND & RECOMMENDATION (attach backup material to Item Request Form)

The City and the Cooper City Optimist desire to amend Resolution 2004-11-8 which addresses the policy for the use of sports facilities in the City. Meetings were held between staff and Optimist representatives to reach agreement on revisions to the current Resolution that work to the benefit of both parties. The Cooper City Optimist have been the provider of youth sports programs for the residents of Cooper City for more than three decades, and as such have provided a needed and invaluable service to our community. The revisions to this agreement will allow them to continue to do so and at the same time help the City to continue to support the growth of the program without additional burden on the taxpayers of the City. The revised Resolution will improve the process for reviewing and amending all Recreation based program fees, address the non-resident fees charged by Optimist program participants, and address the payment from the non-resident fees collected to be paid to the City to help defray additional operating costs that are incurred by the City to continue to provide support services to the Optimist youth sports programs. Recommendation is for approval of Resolution 12-7-5

GENERAL LEDGER ACCOUNT NUMBER(S) AND AMOUNT(S):

APPROVALS:

Finance Director 

City Manager 

City Clerk _____

Susan Poling

From: Susan Poling
Sent: Tuesday, July 31, 2012 4:30 PM
To: James Bowman; Lynda Good; 'JOHN & PAM VALENTI'; 'PSchlang@woolbright.net'
Subject: RE: Res #12-7-5 Use of City Sports Facilities
Attachments: C37696B9A5E44D0_Exchange_07-31-2012_16-26-39.pdf

Attached for your files is an executed copy of the City's Resolution #12-7-5 regarding "Use of City Sports Facilities." Let me know if you have any questions.

Thank you.



Susan Poling
City Clerk/Director of Administrative Services
City of Cooper City
P.O. Box 290910 / 9090 SW 50th Place
Cooper City, Florida 33329-0910
Ph: 954.434.4300 x291 / Fax: 954.434.5099
Email: susanp@coopercityfl.org

Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

Hard copy to Com. Curran.

RESOLUTION NO 12-7-5

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO 2004-11-8, WHICH REVISED THE POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CityCommission, via Resolution No. 83-1-2, established a policy use of sports facilities owned, or leased, and maintained by the City; and WHEREAS, the City Commission, via Resolution No 2003-2-9 and Resolution No 2004-11-8, revised the policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for youth, defined as those persons ages 18 and under or who are enrolled in school through the twelfth grade; and WHEREAS the City's Recreation Director has since recommended certain amendments to said policies.

NOW, THEREFORE, BE OF COOPER CITY FLORIDA:

Section 1: That Resolution No 2004-11-8 is hereby amended by replacing the text of the Plan set forth in Resolution No. 2004-11-8, with the following superseding text:

This plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized youth sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City Commission of the City of Cooper City and administered by its designee. For the purposes of this Resolution, the City's designee shall be the Recreation Director. Any question

T RESOLVED BY THE CITY COMMISSION OF THE CITY as to an interpretation of said plan or the administration of the plan shall be exclusively within the control of the City's designee.

A. Recognized Sports Organization

The Cy of Cooper City shall recognize the Cooper City Optimist Club (hereafter referred o as CCO) to organize, supervise and deliver youth sports to the City's residents. All individuals residing within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.

The CCO shall be responsible for providing a year-round comprehensive sports program for youths. The CCO shall have on file with the City the following:

- 2)
- 3) Proof of incorporation as a not-for-profit corporation Proof of liability and accident insurance

The name, address and phone number of a person respon communication with the City and its designee League-approved rosters for each sport.

Criminal background checks shall be done for all who act in capacities:

- Manager/Head Coaches
- Official/Assistant Coaches

Board Members

Commissioners/Assistant Commissioners

ible for all

he following

The CCO must operate in a proper manner. The CCO will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems.

These meeting(s) must be open to the public to attend It is the responsibility of the CCO to establish a governing board comprised of officers. The CCO must provide the City with a schedule of its elections and within ten (10) days of any such election provide the City with the names of the newly elected officers. All members of the CCO will be entitled to vote for these officers and be

given ample notice of any election, per CCO bylaws. The CCO will be responsible for establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place at a location open to the public. Plans for the registration place should be made in advance with the City's designee. The CCO will be responsible for establishing registration fees for participation in sports, subject to the provisions of Paragraph E hereinbelow. The CCO, upon request, must be able to explain how these registration fees will be used to implement the program. The CCO must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of the CCO. Each year the CCO shall provide the City Manager with an annual Financial Statement of revenues and expenses for all

programs and activities that take place during each twelve (12) month cycle of sports. B. Year-Round Sports Program

The CCO is recognized as the sole agents to deliver seasonal youth sports to provide a year-round program of sports activities. Current sports are: Sport Baseball

- A. All ages and levels
- Football
- A. All ages and levels - Tackle
- B. All ages and levels - Flag
- C Cheerleaders
- Soccer
- A. Youth - All ages and levels of play
- Softball
- A. Girl's Youth - all Levels
- Basketball
- A. All ages and levels

New sports can be added provided they adhere to the requirements in Paragraph E-3. The following is a guideline for each sport and on or about the time of year each will take

season. Any post-season play involving Cooper City facilities must receive prior approval from at least fourteen (14) days in advance unless emergency conditions exist, for a sport if it deems necessary. The City will maintain facilities for sports practices or games. place:

- Baseball/T-Ball: Gill's Softball: Football:
- Soccer:
- 5 x 5 Soccer: Cheerleading: Basketball:
- League seasons Fall and Spring;
- League seasons Fall and Spring;
- Late Summer through Fall;
- Late Fall through Winter;
- Spring;
- League season Late Summer through Fall;
- League season Summer.

It is recognized that each sport needs lead-in-time. Clubs will meet thirty (30) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams before and after the league

the City's designee. If the CCO plans any special events which seasonal program, permission must be granted by the City's designee, who may levy a surcharge to cover expenses of tournaments or other special post-season events. C. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping dragging, raking, mowing, and all other maintenance items. The City will prepare fields for games prior to the first scheduled game on a field for that day. Baseball and softball fields shall only be re-prepped by dragging and/or lining if more than three (3) games are to be played on a field on the same day. If Travel Baseball games are scheduled following In House games on the same day and same field, fields will be prepped by dragging and lining prior to the first scheduled Travel game of the day. Fields will be re-prepped if there is a third Travel game to be played on the same field on the same day. Special events or preparations for a field, such as the painting of special logos or stencils, will be done for Tackle Football Homecoming Flag Football Championship, and Soccerfest. On-deck infield marking will be done for Championship weekend for Baseball and Softball. Purchase of stencils required to be used for such special events or preparations shall be the responsibility of the CCO. At no time will a person from the CCO be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone or delay any athletic contest or practice due to inclement weather or any other factor

Baseball scrimmages, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition. End of the season In House playoffs which are scheduled following the regular season shall be considered part of the normal season and not subject to an additional fee. Travel tournaments/playoffs or discretionarily hosted events that include more than 50% non-resident teams, shall require prior approval which might impair the safety of the athletic participants.

The City will maintain facilities for the CCO at no charge to the CCO However, if the City deems it necessary, it may assess a surcharge to the organization to cover operating costs and labor on specific occasions The striping of fields will only be done for games, and Travel approval to conduct and may be subject to additional fees.

The Cooper City Optimist Club shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

as the same may be amended from time to time Any individual or group wishing to use a sport Note that the provisions hereinabove shall only apply if the CCO complies with the provisions of paragraph E.

D. Sports Facility Permitting Procedures

Generally, the use of facilities shall be governed by the terms of Ordinance No 80-11-3

facility may do so if the facility is available and after obtaining approval from the City's designee. However, any such use by an individual or group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. A fee schedule for rental or lease of a facility or activity pursuant to a park permit shall be maintained by the Recreation Director for approval by the City Commission. This fee schedule may be revised by the City Commission as recommended by the Recreation Director.

No City sports facilities will be used without a park permit. A park permit is a document

issued by the City's designee granting the right and reservation of a particular sports facility.

Any use of a City sports facility which has not been scheduled, can be used, if available, after

obtaining a park permit from the City's designee, on a first-come, first-served basis. AP applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the

sole discretion of the City's designee. Any individual or group which has a permit for a sports

facility can upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only. An individual or group requesting a park permit for a single event

during any twelve (12) month

group for a park permit shall be made to the City's

All requests by an individual or period (i.e. family reunion or religious institution picnic) must be complete and have approved a

facility use permit and pay any required fee. However, individuals or groups requesting a park

permit on a continuing basis (more than one occasion within any twelve (12) month period),

shall provide the following:

- 1) Proof of liability and accident insurance
- 2) Complete and have approved a facility use permit
- 3) Pay any required fees.

designee at least seven (7) days, but no more than ninety (90) days, prior to the event

E. General Policy Considerations

1. It is the policy of the Cooper City Commission that the CCO shall include a minimum

of Seventy Percent (70%) Cooper City residents. The Basketball program shall be exempt from this percentage requirement as long as they continue to rent non-City facilities to conduct all

their games. Any non-resident participating in these organizations shall be charged an

additional non-resident fee per child per sport per season, over and above the normal

registration charged by the CCO. An agreed upon portion of the non-resident fee of not less

than \$20,000 or more than \$36,000 shall be paid to the City to be used for the maintenance of

sports facilities. Cooper City residents shall have preference over non-residents to participate in the activities offered by the CCO. The CCO, within thirty (30)

days of completion of registration, shall present complete league rosters, including addresses, to the City's designee, who shall

compute the non-resident fee and

send an invoice to

the CCO. The City shall hold the CCO

harmless for any errors or omissions in the collection of said fee

(a) The City's designee is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this paragraph E; and to waive or regulate any special problems

that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2 It is the policy of the Cooper City Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club.

3. It is the policy of the Cooper City Commission that any new sport must receive prior approval of the City's designee.

F. Scheduling of Facilities After reviewing the plans for practices and games submitted by the CCO the City shall be solely responsible for scheduling the use of all facilities. The CCO will submit the plans for practices and games at least one (1) week prior to each applicable season. The City's designee shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

G. City Commission Obligation It is the obligation of the City Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Commission and the Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club if the Commission decides that the residents of the City are not being properly served by the recognized sports organization.

Section 2: This Resolution shall be in force and take full effect immediately upon passage and adoption.
PASSED AND ADOPTED this 30 day of July, A.D., 2012.

ATTEST:
SUSAN POLING City Clerk
ROLL CALL Mayor Eisinger
Commissioner Mallozzi Commissioner Sims Commissioner Curran
Commissioner Green

GERBER LIFE INSURANCE COMPANY
1311 Mamaroneck Avenue
White Plains, New York 10605
(Herein called "the Company")

Meeting Date: 02/13/2024 Item #15.

Based on the Application for this Policy (herein called "the Plan") made by

Cooper City Optimist Club
10500 Stirling Road
Cooper City, FL 33026

(Herein called "the Policyholder")

and based on the payment of the premium when due, the Company agrees to pay the benefits as provided on the following pages.

This Plan becomes effective at 12:01 A.M. Standard Time at the Policyholder's Address on the Effective Date shown below. The Plan will terminate at 12:00 Midnight on the Expiration Date shown below or as shown in Section IX - Termination of the Plan.

All matter printed or written by the Company on the following pages forms a part of this Plan as if recited over the signatures below.

This Plan is delivered in and is governed by the laws of the Jurisdiction shown below.

Signed by the Company:



President and CEO



Secretary

Countersigned by
Licensed Resident Agent (Where Required)

POLICY NUMBER	25-071717-007-13
EFFECTIVE DATE	May 1, 2013
EXPIRATION DATE	May 1, 2014
DATE OF ISSUE	April 25, 2013
JURISDICTION	Missouri
COVERAGE PROVIDED	Accident Insurance

NONPARTICIPATING
BLANKET ACCIDENT POLICY
ACCIDENT ONLY - DOES NOT PAY BENEFITS FOR SICKNESS

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SECTION I - SCHEDULE OF BENEFITS

The following persons are eligible for coverage (herein called "Insured Persons"):

Class	Hazard	Description of Class
I	G-40	All registered participants of the activities sponsored and supervised by the Policyholder: Recreational Sports Activities and Meetings

Class	Principal Sum
I	\$100,000– Accident Medical Expense – Hospital and Professional Services Benefits \$10,000– Accident Death and Dismemberment Benefit

Aggregate Limit of Indemnity Per Accident: None

Premium Calculation: \$3.00 per participant (ages 9 & under), \$4.25 per participant (ages 18 & under), \$4.25 per participant (Club member) ...\$200.00 minimum premium

Forms Attached At Issue:

GER-BA-20

C-1

SECTION II – DEFINITIONS (continued)

Accident means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Insured Person is covered under the Plan.

Copayment means the percentage of Reasonable Expenses for Necessary Treatment which the Company does not pay and which the Insured Person is responsible for paying. The percentage which the Company pays is stated in SECTION IV- BENEFIT PROVISION

Deductible means the Reasonable Expenses for Necessary Treatment which the Insured Person must incur, per Accident, before the Company pays any benefits under the Hospital and Professional Services Benefits provision.

Emergency means:

1. A situation which requires hospitalization or medical care for an Injury caused by the sudden, unexpected onset of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care; and
2. In the absence of which one could reasonably expect that one or more of the following would occur:
 - (a) The Insured Person’s health would be placed in serious jeopardy.
 - (b) There would be serious impairment of the Insured Person’s bodily functions.
 - (c) There would be serious dysfunction of any of the Insured Person’s bodily organs or parts.

Free - Standing Ambulatory Surgical Facility means any public or private establishment which:

1. Has an organized medical staff;
2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
3. Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
4. Does not provide services or other accommodations for patients to stay overnight.

Hospital means a place that meets all of the following requirements:

1. Has an organized medical staff;
 2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
- Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility.

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

Immediate Family means the spouse, parents, siblings, or children of the Insured Person.

Insured Person means the person who is insured under the Plan as described in Section I, Schedule of Benefits.

Injury means Accidental bodily injury which: (i) is direct and independent of any other cause; and (ii) requires treatment by a licensed physician or surgeon, acting within the scope of his or her license.

SECTION II – DEFINITIONS (continued)

Inpatient means a person confined in a Hospital for at least one full day and charged room and board.

Loss of Use means the complete, total and irrecoverable loss of use of an arm, leg, hearing, speech or sight.

Necessary Treatment means medical and dental treatment which is:

1. Consistent with “approved and generally accepted medical, surgical or dental practice” for the covered Injury of the Insured Person, as determined by the Company;
2. Accepted as safe, effective and reliable by a medical specialty or board recognized by the American Board of Medical Specialties; and
3. Not Experimental or Investigational Treatment, as determined by the Company.

Determination of "approved and generally accepted medical, surgical or dental practice" in 1. above is the Company’s prerogative. The Company may consult with appropriate authoritative medical, surgical or dental practitioners.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply a Necessary Treatment.

If services do not meet the criteria above or are not consistent with professionally recognized standards of care with respect to quality, frequency or duration, such services will not be deemed Necessary Treatment.

Experimental or Investigational Treatment means:

1. Medical devices;
2. Drugs and/or pharmaceutical agents; and
3. Procedures or treatments;

as defined below:

(a) Medical device if any of the following applies:

1. It does not have approval from the United States Food and Drug Administration (FDA) to be marketed; or
2. It has a 510K number, and its use is other than for the purpose or in the manner for which the original FDA approval was received (Final determination of the similarity of use per the original approval will be made by the Company.); or
3. It has FDA approval to be marketed or has a 510K number, and its use is not in accordance with the FDA approval guidelines/instructions; or
4. The device, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed by a Physician or under a Physician's supervision, is not currently reported by one of the "authorities" listed to be safe and effective for the treatment of the disease or condition for which the device is being used.

SECTION II – DEFINITIONS (continued)

- (b) Drug and pharmaceutical agent if any of the following applies:
 - 1. It does not have FDA approval to be marketed; or
 - 2. Its use does not conform to FDA licensing; or
 - 3. The drug or pharmaceutical agent, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed by a Physician or under a Physician's supervision, is not currently reported by one of the "Authorities" listed to be safe and effective or the treatment of the disease or condition for which such drug or pharmaceutical agent is being used.
- (c) Procedure or treatment performed or rendered by a Physician or under a Physician's supervision if any of the following applies:
 - 1. It requires the use of a medical device, drug or pharmaceutical agent which would be considered Experimental or Investigational Treatment under the Plan; or
 - 2. It is not currently reported to be safe and effective by one of the "Authorities" listed; or
 - 3. The use of such procedure or treatment, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed or rendered by a Physician or under a Physician's supervision, is not currently reported by one of the "Authorities" listed to be safe and effective for the treatment of the disease or condition for which the procedure or treatment is performed or rendered.

"Authorities" mean the following:

- (a) Textbooks:
 - (i) *Cecil Textbook of Medicine*, (Newest edition, W. B. Saunders Company, Publisher);
 - (ii) *Scientific American Medicine*, (Newest update, Scientific American, Inc., Publisher);
 - (iii) *Conn's Current Therapy*, (Newest edition, W. B. Saunders Company, Publisher);
 - (iv) *Schwartz Principles of Surgery*, (Newest edition, McGraw-Hill, Publisher);
 - (v) *Nelson's Textbook of Pediatrics*, (Newest edition, W. B. Saunders Company, Publisher);
 - (vii) *Sabiston's Textbook of Surgery*, (Newest edition, W. B. Saunders Company, Publisher).
- (b) Periodicals:
 - (i) Medical Letter;
 - (ii) Journal of American Medical Association;
 - (iii) New England Journal of Medicine;
 - (iv) Disease-a-Month, (Mosby-Yearbook, Inc., Chicago, IL).

SECTION II – DEFINITIONS (continued)

Paralysis means the complete, total and irrecoverable Loss of Use of an arm or leg.

Other Plan means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

Outpatient means an Insured Person receiving care from a Physician, a Hospital or a Free Standing Ambulatory Surgical Facility but who is not undergoing confinement and is not charged room and board.

Physical Therapy means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

Physician means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured Person or his/her Immediate Family.

Reasonable Expense means the usual, reasonable and customary fee or charge for the services rendered and the supplies furnished in the area where and at the time such services are rendered or supplies furnished, as determined by the Company. Such services and supplies must be recommended and approved by a Physician.

Regularly Scheduled Activity means the following Policyholder functions which are organized and scheduled solely by the Policyholder on or off Policyholder premises:

1. An activity which is under sole direct supervision of qualified Policyholder authorities; and
2. Policyholder sponsored and supervised travel to and from such an activity.

Residence means the home or land on which the Insured Person's home is located.

Surgical Expense means expense incurred for (1) a Surgical Procedure; (2) preoperative Necessary Treatment in connection with such procedure; and (3) usual postoperative treatment.

Surgical Procedure means (1) a cutting procedure; (2) suturing a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

Total Disability means a disability or medical status which results in the Insured Person's inability to perform the normal activities of a person of like age and sex in good health.

SECTION III – ELIGIBILITY AND TERMINATION OF COVERAGE

When Coverage Begins

If an Insured Person is in an eligible Class, he or she will be covered on the later of the Policy Effective Date or the date the Insured Person enters an eligible Class.

When Coverage Ends

An Insured Person’s coverage will end the sooner of:

- (a) the date the Plan ends; or
- (b) the date he or she is no longer a member of an eligible Class.

Termination of coverage will not affect any claim for loss that begins before termination.

Accident Medical Expense – Hospital and Professional Services Benefits

The Company will pay Reasonable Expenses incurred as an additional benefit to an Insured Person for the items of expense listed below due to an Injury caused by an Accident from a Hazard described on a following page. The Insured Person must be covered under the Plan on the date of the Accident. The first expense must be incurred within 30 days after the date of the Accident.

Services must be given: (1) by a Physician; and (2) for Necessary Treatment. Benefits are paid to the maximum for any one Injury for Reasonable Expenses which are in excess of the Deductible and any Copayment. Benefits are subject to the Coverage and Limitations as stated below, the Exclusions and all other provisions of the Plan. Services must be received within 1 year from the date of the Accident. Expenses incurred after 1 year from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 1 year from the date of the Accident.

HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)

Maximum Medical Expense for each Injury: \$100,000

Maximum Medical Expense for Injuries involving motor vehicles: \$100,000

Benefit Period: 1 Year

Deductible

The Deductible is: \$0

EXCESS COVERAGE PROVISION APPLICABILITY

The Excess Coverage provision does apply

COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

Hospital/Facility Services

Inpatient

1. HOSPITAL ROOM AND BOARD: 100% of Reasonable Expenses up to the semi-private room rate
2. HOSPITAL INTENSIVE CARE: 100% of Reasonable Expenses
3. INPATIENT HOSPITAL MISCELLANEOUS: 100% of Reasonable Expenses

Outpatient

1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 100% of Reasonable Expenses
2. HOSPITAL EMERGENCY ROOM 100% of Reasonable Expenses

GER-BA-20-F-26

F-26(1)

3. FREE - STANDING AMBULATORY SURGICAL FACILITY: 100% of Reasonable Expenses
4. HOSPITAL EMERGENCY ROOM PHYSICIAN: 100% of Reasonable Expenses [

Physician's Services

1. SURGICAL: 100% of Reasonable Expenses
2. ASSISTANT SURGEON: 100% of Reasonable Expenses
3. ANESTHESIOLOGIST: 100% of Reasonable Expenses
4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 100% of Reasonable Expenses
5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 100% of Reasonable Expenses to a maximum of \$1,000

Other Services

1. REGISTERED NURSES' SERVICES: 100% of Reasonable Expenses
2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: 100% of Reasonable Expenses
3. LABORATORY TESTS - OUTPATIENT: 100% of Reasonable Expenses
4. X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: 100% of Reasonable Expenses
5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: 100% of Reasonable Expenses
6. GROUND AMBULANCE: 100% of Reasonable Expenses
7. AIR AMBULANCE: 100% of Reasonable Expenses
8. DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 100% of Reasonable Expenses to a maximum of \$1,000
9. DENTAL TREATMENT: 100% of Reasonable Expenses for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma
10. REPLACEMENT OF EYEGLASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: 100% of Reasonable Expenses to a maximum of \$500

EXCESS COVERAGE

Meeting Date: 02/13/2024 Item #15.

Hospital and Professional Services will be paid only for such expense that is not recoverable from any Other Plan. The Company will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount from Other Plans includes any amount, to which the Insured Person is entitled, whether or not a claim is made for the benefits. The Plan is secondary to all Other Plans.

This provision will not apply if the total Reasonable Expenses incurred for Hospital and Professional Services are less than the amount stated in the Hospital and Professional Services under Excess Coverage Provision Applicability.

PAYMENT OF CLAIMS

All or a portion of any benefits provided by the Plan on account of hospital, nursing, surgical or other medical service may, at the Company's option, and unless the Insured Person requests otherwise in writing not later than the time for filing proof of such Loss, be paid directly to the hospital or person rendering such services. Accidental Death and Dismemberment Benefits are paid to the Insured, or if not living, to the beneficiary.

GER-BA-20-F-26

F-26(3)

Accident Death and Dismemberment Benefit

The Company will pay a benefit for loss due to an Injury caused by an Accident to an Insured Person from a Hazard described on a following page as shown in the Table of Losses below. The loss must occur within 365 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the Accident.

The benefit for loss of life will be paid to the named beneficiary. All other benefits will be paid to the Insured Person.

Table of Losses

For Loss of:

Life	\$10,000
Both Hands or Both Feet or Sight of Both Eyes	\$10,000
Quadriplegia	\$10,000
Paraplegia	\$10,000
Hemiplegia	\$10,000
Loss of One Hand or Foot	\$5,000
Loss of Sight in One Eye	\$5,000
Loss of Speech	\$5,000
Loss of Hearing (both ears)	\$5,000
Loss of Thumb and Index Finger of the Same Hand:	\$5,000
Maximum-All Losses-Any One Accident	\$10,000

Loss shall mean the:

- (i) loss of a hand by total severance at or above the wrist;
- (ii) loss of a foot by total severance at or above the ankle;
- (iii) complete, total and irrecoverable loss to the sight of an eye;
- (iv) total Paralysis of both arms and legs for Quadriplegia;
- (v) total Paralysis of both legs for Paraplegia;
- (vi) total Paralysis of the arm and leg on the same side of the body for Hemiplegia;
- (vii) complete, total and irrecoverable loss of speech;
- (viii) complete, total and irrecoverable loss of hearing; or
- (ix) loss of thumb and index finger by total severance at or above the knuckles.

HAZARD 40

Regularly Scheduled Activity

Recreational Sports Activities and Meetings

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

Description of Hazards

Except where specifically stated otherwise, the Plan covers the Insured Person only for Injury sustained while:

- a. Participating in or attending any Regularly Scheduled Activity of the Policyholder. The activity must be supervised by a person authorized by the Policyholder.
- b. Traveling directly (uninterruptedly) to and from such Regularly Scheduled Activities with other members as a group. The travel must be supervised by a person authorized by the Policyholder.
- c. Traveling directly (uninterruptedly) to and from the Insured Person's Residence and the meeting place for the purpose of participating in such Regularly Scheduled Activity.

All registered participants of the activities sponsored and supervised by the Policyholder: 3000 Youth Participants ages 18 & under and 140 Club Members

Exclusions:

Benefits are not paid for any loss caused by or resulting from:

- (a) Injuries which are not caused by an Accident;
- (b) Treatment by persons employed or retained by the Policyholder or by any member of the Insured Person's Immediate Family;
- (c) Treatment that is not Necessary Treatment;
- (d) Treatment for hernia, regardless of cause, Osgood Schlatter's disease, or osteochondritis;
- (e) Custodial care confinements or services;
- (f) Charges in excess of the Reasonable Expense;
- (g) Cosmetic surgery except when the surgery is necessitated by a covered Injury;
- (h) Experimental or Investigational Treatment;
- (i) Routine physical or other examination when there are no objective indications of impairment of normal health;
- (j) Treatment of a deviated nasal septum, including submucous resection and/or other surgical corrections, unless the treatment is due to or arises from a covered Injury;

- (k) Treatment of: weak, strained, flat, unstable or unbalanced feet, corns, calluses, or toenails;
- (l) Counseling or psychiatric treatment, or educational or vocational testing or training;
- (m) Injuries covered by any occupational benefit plan, other insurance, or public assistance program;
- (n) Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile;
- (o) Medical expenses for which the Insured Person is entitled to benefits under any (a) Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation;
- (p) Fighting or brawling except in self defense;
- (q) Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain.

SECTION VI - POLICY PROVISIONS

Beneficiary

An Insured Person may name anyone as his or her beneficiary. The Insured Person must file the name or names on a form approved by the Company.

An Insured Person may change his or her beneficiary at any time by giving notice in writing. The effective date of the change is the date the request is signed. However, the Company is not liable for any amount paid before the request is received by the Company.

If an Insured Person names more than one beneficiary, they will share equally, unless the Insured Person provides otherwise.

If a beneficiary dies before an Insured Person, his or her share will be paid equally to the surviving beneficiaries, unless the Insured person states otherwise. Any amount for which a beneficiary is not named will be paid to the Insured Person's estate.

General Exclusions

Benefits are not paid for any loss caused by or resulting from:

- (a) suicide or intentionally self-inflicted Injury, whether sane or not (in Missouri, while sane);
- (b) bacterial infections, except those which occur with a cut or wound at the time of the accident;
- (c) any kind of disease;
- (d) medical or surgical treatment (except surgical treatment required by the accident);
- (e) war or any act of war;
- (f) Injury sustained while in any of the armed forces (land, sea or air) of any country or international authority, except while on temporary domestic National Guard or Reserve duty for less than [30] days;
- (g) Injury sustained while an Insured Person is riding in an aircraft other than as provided under a Hazard described on a preceding page;
- (h) voluntarily taking any drug, chemical or controlled substance, unless taken as prescribed by a licensed physician;
- (i) committing or attempting to commit a felony;
- (j) operating any vehicle with a blood alcohol level greater than the legal limit.

Aggregate Limit of Indemnities

The Company will not be liable for any amount in excess of the aggregate limit of indemnities shown in Section I - Schedule of Benefits. If all losses sustained by all Insured Persons covered under this Plan due to a common accident exceed the aggregate limit, benefits for each Insured Person will be paid on a basis in proportion to the aggregate limit.

SECTION VII - CLAIM PAYMENTS

Notice of Claim

Written notice of a claim must be given within 30 days after the loss, or as soon as possible. The notice must be given to the Company or to an authorized agent with information identifying the Insured Person.

Claim Forms

When a notice of claim is received, the Company will provide claim forms for the filing of proofs of loss. If such forms are not sent within 15 days, an Insured person will have met the proof of loss requirement if he or she gives the Company a written statement of the nature and extent of the loss within the time fixed in the Plan.

Proofs of Loss

Due written proof must be given to the Company within 90 days after the date of loss. However, a claim will still be considered if it was not possible to furnish proof within this time and the due written proof was furnished as soon as possible. Except in the absence of legal capacity, in no event will a loss be considered if due written proof for that loss is furnished more than 2 years after the date the loss was incurred.

Time of Payment of Claims

All benefits provided by the Plan will be paid upon receipt of due written proof of loss.

Payment of Claims

Any benefits paid for loss of life will be paid as follows:

- (1) to the beneficiary or beneficiaries designated in writing by the Insured Person, otherwise;
- (2) to the Insured person's surviving spouse, otherwise;
- (3) to the Insured Person's surviving child or children, in equal shares, otherwise;
- (4) to the Insured person's parents in equal shares, or the surviving parent, otherwise;
- (5) to the Insured person's surviving brothers and sisters in equal shares, or the survivors of them, otherwise;
- (6) to the Insured person's estate.

All other benefits will be paid to the Insured Person, if living, otherwise to his or her estate. The Company will be discharged to the extent of any such payment made in good faith.

Physical Examination and Autopsy

The Company will have the right to examine any Insured Person as often as it may require and to perform an autopsy where not forbidden by law. This will be at the expense of the Company.

Legal Actions

No action may be brought to recover under the Plan until 60 days after proof of loss has been given. No action can be brought after 3 years from the date due written proof of loss was required to be furnished.

SECTION VIII - PREMIUMS

Premium Payments

The first premium for coverage under the Plan is due on the effective date. After that, premiums are due as shown under Section I - Schedule of Benefits, Premium Calculation.

Premiums can be paid to the Company's Home Office or to an authorized agent of the Company. Each premium paid continues the Plan in force until the Expiration date, except as shown under Grace Period.

When asked, the Company will consider changing the way in which premium payments are made.

Grace Period

A period of 31 days, without interest, is allowed for paying any premium other than the first one. The Plan will remain in force during the Grace Period, unless the Company has been advised in writing that the Plan is to cease prior to the end of the Grace Period. If any premium is not paid before the Grace Period ends, the Plan will cease. However, the Policyholder will be liable for all premiums not paid. In addition, a pro rata premium will be due for the time the Plan was in force during the Grace Period.

SECTION IX - TERMINATION OF THE PLAN

The Plan will cease if the Policyholder fails to pay the premium before the end of the Grace Period.

The Company may terminate the Policy on any anniversary of its effective date, by sending to the Policyholder, at its most recent address in the Company's records, a notice of such termination, at least 60 days prior to the anniversary date.

Entire Contract

The entire contract consists of:

- (1) the Plan; and
- (2) the attached Amendments and Application for Coverage, if any.

All statements made by the Policyholder or by the Insured Persons shall be, in the absence of fraud, deemed a representation and not a warranty. No statement will be used in any defense of a claim unless:

- (a) the statement is in writing; and
- (b) a copy of the statement is given to the Insured Person or to his or her beneficiary.

Agreements

All agreements made by the Company must be signed by an executive officer. No agent may modify or waive any of the terms of the Plan. An amendment changing this Plan must be signed by an executive officer of the Company.

Incontestability

There will be no contest of the Plan, except for failure to pay the premium, after it has been in force for 2 years from its date of issue.

There will be no contest of an Insured Person's coverage after it has been in force, during the lifetime of the Insured Person, for 2 years from the date coverage began.

Data Required

The Policyholder will furnish all information and proofs which the Company may reasonably require with regard to the Plan.

Clerical Error

Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made. However, such adjustment will not be made beyond the preceding renewal date of the Plan.

Claims Experience

The Company shall provide to the Policyholder a complete record of the Policyholder's claims experience incurred under the Policy. The Policyholder's request for this record must be made not less than sixty days prior to the date upon which the premiums or contractual terms may be amended.

Individual Certificates

The Company, if required by law, will give the Policyholder a certificate for each Insured Person. The certificate will set forth:

- (1) the Insured Person's coverage;
- (2) to whom benefits will be paid; and
- (3) the rights and privileges under the Plan.

RESOLUTION NO. 21-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 12-7-5, ADOPTED ON JULY 30, 2012; ELIMINATING THE \$36,000 CAP ON NON-RESIDENT FEES PAID TO THE CITY BY THE COOPER CITY OPTIMIST CLUB TO BE USED FOR THE MAINTENANCE OF THE CITY'S SPORTS FACILITIES; ESTABLISHING NON-CITY RESIDENT PARTICIPATION AND FIELD USE FEES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 30, 2012, the City Commission of the City of Cooper City adopted Resolution No. 12-7-5 (the "Resolution"), thereby creating the Cooper City Year-Round Sports Plan and recognizing the Cooper City Optimist Club ("CCO") to organize, supervise and deliver youth sports to the City's residents; and

WHEREAS, the Resolution established a policy for CCO to include a minimum of seventy percent (70%) Cooper City residents for certain programs, and established a non-resident fee per child, per sport, per season for each non-resident participating in the CCO's programs; and

WHEREAS, the Resolution provided that "an agreed upon portion of the non-resident fee of not less than \$20,000 or more than \$36,000 shall be paid to the City to be used for the maintenance of sports facilities;" and

WHEREAS, the City has seen an increase in the cost of maintaining its sports facilities, and the City Commission seeks to receive a higher portion of the non-resident fees collected by the CCO to ensure that the facilities are properly maintained; and

WHEREAS, the City Commission finds that eliminating the \$36,000 cap on non-resident fees collected by the City from the CCO to ensure proper facility maintenance is in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: Section 1(E)(1) of Resolution No. 12-7-5, dated July 30, 2012, is hereby amended to provide that an agreed upon portion of the non-resident fee of not less than \$20,000 shall be paid to the City to be used of the maintenance of sports facilities. In addition to the participant registration fee for each sport, non-City residents shall pay an additional non-City resident registration fee, which is hereby established, as follows:

- 1) Commencing on January 1, 2022, non-City residents shall pay a \$35.00 per participant per sport participation fee plus a \$15.00 per participant per sport field usage fee; and
- 2) Commencing on January 1, 2023, non-City residents shall pay a \$50.00 per participant per sport participation fee plus a \$15.00 per participant per sport field usage fee.

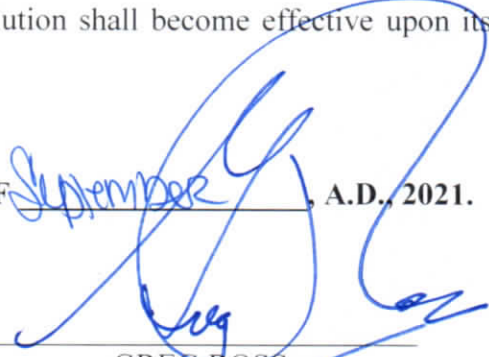
Section 3. **Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4. **Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent

jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

PASSED AND ADOPTED THIS 20th **DAY OF** September, A.D., 2021.



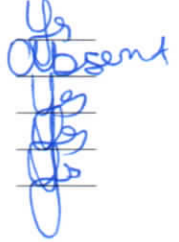
GREG ROSS
Mayor

ATTEST:



KATHRYN SIMS, CMC
City Clerk

ROLL CALL

Mayor Ross
Commissioner Green
Commissioner Meltzer
Commissioner Pulcini
Commissioner Shrouder



APPROVED AS TO LEGAL FORM:



JACOB G. HOROWITZ
City Attorney



CITY COMMISSION ORDINANCE/RESOLUTION

TITLE: Ordinance 24-03 (Administration)

DATE: February 13, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES BY AMENDING CHAPTER 25, ENTITLED “DEVELOPMENT STANDARDS,” AMENDING ARTICLE II ENTITLED, “SIGNS,” BY SPECIFICALLY AMENDING SECTION 25-24, ENTITLED “TEMPORARY SIGNS;” ELIMINATING THE BOND REQUIREMENTS FOR TEMPORARY SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. - **Administration**

CITY MANAGER RECOMMENDATION:

The City Manager requests approval of Ordinance 24-03 on 1st reading amending Chapter 25, Sec. 25-24 of the City’s Code of Ordinances, eliminating the bond requirements for temporary signs.

BACKGROUND OF ITEM:

At the November 14, 2023, City Commission meeting, Commission consensus was reached for the City Attorney to bring back an ordinance revising the City’s sign code to address political signs.

The Code currently states:

Sec. 25-24 – Temporary Signs.

Only such signs as are prescribed in this section, which conform to the provisions of this article, shall be permitted to be erected or maintained upon any lot, plot, or parcel of land or leasable space. No signs so permitted, however, shall exceed six feet in height above the crown of any abutting road. No wall or window sign shall be permitted higher than the first story. No sign shall be permitted in the public right-of-way except as authorized by this article.

g) Election Signs.

- 1) Within any zoning district in which residential use is permitted, an election sign shall be limited to a maximum of four square feet in area. Within any other zoning district, the sign area of an election sign shall not exceed 32 square feet (i.e., for feet by eight feet)....
- 2) Temporary election signs shall be limited on private property to one sign per candidate or issue and shall not be erected prior to 90 days before any election,

or prior to the date of qualification for the election, whichever is a shorter period of display.

- 3) All election signs of candidates defeated in primary elections must be removed within seven days after the date of such primary election, and all election signs of candidates running in a general election or relating to an issue on a general election ballot must be removed within seven days after the date of such general election.

n) Temporary signs; requirements

1) Registration and bond

- a) The person or organization that shall erect a temporary sign within any nonresidential zoning district shall first file with the Building Department a written statement, guaranteeing the removal of the temporary sign(s) within seven days after the required removal date for the signs, and shall post a cash bond in the amount of \$250.00. The written statement accompanying the bond shall contain language that authorizes the City to use all or part of the bond to cover the cost of removal of the signs, if the person or organization posting the signs does not remove the signs within seven days after the required removal date for the signs. The written statement shall also contain the proposed location of the signs. Candidates for political office who have qualified by means of the petition method pursuant to F.S. §99.095 or F.S. § 99.0955, seeking to post election signs, shall be exempt from this bond requirement.

- b) For all temporary signs to be placed on vacant property, the person or organization erecting the signs shall file with the Building Department a written statement, signed by the owner or lessee, on a form provided by the Building Department, stating that the owner or lessee of the property has given permission for the temporary sign to be placed on their property.

ANALYSIS:

Approval of Ordinance 24-03 will eliminate the bond requirement for temporary signs.

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

N/A

ALTERNATIVES:

Do not approve Ordinance 24-03 on 1st reading.

ATTACHMENTS:

- 1. Ordinance 24-03

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	01/29/24 02:20 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	02/01/24 12:28 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	02/01/24 12:30 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	02/02/24 10:33 AM
Allen, Tedra	END WORKFLOW - APPROVED		02/02/24 12:32 PM

ORDINANCE NO. 24-03

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES BY AMENDING CHAPTER 25, ENTITLED “DEVELOPMENT STANDARDS,” AMENDING ARTICLE II ENTITLED, “SIGNS,” BY SPECIFICALLY AMENDING SECTION 25-24, ENTITLED “TEMPORARY SIGNS;” ELIMINATING THE BOND REQUIREMENTS FOR TEMPORARY SIGNS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cooper City (“City”) seeks to eliminate the bond requirements for temporary signs, including election signs, in the City; and

WHEREAS, the City Commission seeks to further clarify the election sign requirements within certain zoning districts; and

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, the City Commission finds that this Ordinance is in the best interest of the citizens, residents, and business establishments in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 25 OF CITY CODE AMENDED. That Section 25-24, entitled “Temporary Sigs” of Article II, entitled “Signs” of Chapter 25, entitled “Development

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CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

Standards” of the City Code of the City of Cooper City, Florida, is hereby amended to read, as follows:

Sec. 25-24 Temporary Signs

...

(g) Election Signs

(1) Within any zoning district in which residential use is permitted, an election sign shall be limited to a maximum of four square feet in area. Within any other zoning district, election signs shall be single-sided and the sign area of an election sign shall not exceed 32 square feet (i.e., four feet by eight feet).

(2) Temporary election signs shall be limited on private property to one sign per candidate or issue and shall not be erected prior to 90 days before any election, or prior to the date of qualification for the election, whichever is a shorter period of display.

(3) All election signs of candidates defeated in primary election must be removed within seven days after the date of such primary election, and all election signs of candidates running in a general election, or relating to an issue on a general election ballot, must be removed within seven days after the date of such general election.

...

(n) Temporary signs; requirements

~~(1) Registration and bond.~~

~~a. The person or organization that shall erect a temporary sign within any nonresidential zoning district shall first file with the Building Department a written statement, guaranteeing the removal of the temporary sign(s) within seven days after the required removal date for the signs, and shall post a cash bond in the amount of \$250.00. The written statement accompanying the bond shall contain language that authorizes the City to use all or part of the bond to cover the cost of removal of the signs, if the person or organization posting the signs does not remove the signs within seven days after the required removal date for the signs. The written statement shall also contain the proposed location of the signs. Candidates for political office who have qualified by means of the petition method pursuant to F.S. § 99.095 or F.S. § 99.0955, seeking to post election signs, shall be exempt from this bond requirement.~~

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

~~b. For all temporary signs to be placed on vacant property, the person or organization erecting the signs shall file with the Building Department a written statement, signed by the owner or lessee, on a form provided by the Building Department, stating that the owner or lessee of the property has given permission for the temporary sign to be placed on their property.~~

Section 3. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

**PASSED AND FINAL ADOPTION on Second Reading this __ day of _____,
2024.**

GREG ROSS
Mayor

ATTEST:

TEDRA ALLEN, MMC
City Clerk

ROLL CALL
Mayor Ross _____
Commissioner Green _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____

APPROVED AS TO LEGAL FORM:

JACOB G. HOROWITZ
City Attorney

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.



CITY COMMISSION ORDINANCE/RESOLUTION

TITLE: Ordinance 24-04 (Administration)

DATE: February 13, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, REPEALING ORDINANCE NO. 22-12, ADOPTED ON JUNE 14, 2022, IN ITS ENTIRETY; DELETING SECTION 2-131 OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR THE ELIMINATION OF THE MENTAL HEALTH AND WELLNESS ADVISORY BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:

The City Manager requests approval of Ordinance 24-04 providing for the elimination of the Mental Health and Wellness Advisory Board.

BACKGROUND OF ITEM:

At the January 22, 2024, Mental Health and Wellness Advisory Board meeting, the MHWAB agreed to pass a motion asking the Commission to dissolve the board, with the possibility of reconvening at a later date as an Ad Hoc Committee. The current members are interested in continuing their service as an Ad Hoc Committee.

At the January 23, 2024 City Commission meeting, the City Commission moved to sunset the Mental Health and Wellness Advisory Board.

ANALYSIS:

Adopting Ordinance 24-04 will eliminate the Mental Health and Wellness Advisory Board with the option of reconvening the Board as an Ad Hoc Committee at a later date.

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

N/A

ALTERNATIVES:

N/A

ATTACHMENTS:

- 1. Ordinance 24-04

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to ...	01/29/24 02:30 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to ...	02/01/24 12:57 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to ...	02/01/24 12:58 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	02/01/24 02:44 PM
Allen, Tedra	END WORKFLOW - APPROVED		02/01/24 05:24 PM

ORDINANCE NO. 24-04

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, REPEALING ORDINANCE NO. 22-12, ADOPTED ON JUNE 14, 2022, IN ITS ENTIRETY; DELETING SECTION 2-131 OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR THE ELIMINATION OF THE MENTAL HEALTH AND WELLNESS ADVISORY BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 14, 2022, the City Commission of the City of Cooper City adopted Ordinance No. 22-12, thereby establishing the Mental Health and Wellness Advisory Board (“MHWAB”) as a permanent advisory board to the City Commission; and

WHEREAS, at the MHWAB meeting on January 22, 2024, the board adopted a motion asking the City Commission to dissolve the board; and

WHEREAS, the City Commission seeks to “sunset” the MHWAB and reassign the duties of the board to the City’s professional staff, as necessary; and

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, the City Commission finds that the adoption of this ordinance is in the best interest of the citizens and residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

{00593606.1 3451-0000000 }

CODING: Words in ~~strike through~~ type are deletions from existing law;
 Words in underlined type are additions.

Section 2. REPEALER. That the City Commission hereby repeals Ordinance No. 22-12, in its entirety.

Section 3. CHAPTER 2 OF CITY CODE AMENDED. That Section 2-131, entitled “Mental Health and Wellness Advisory Board” of Article V, “Boards, Commissions and Committees” of Chapter 2, entitled “Administration” of the City Code of the City of Cooper City, Florida, is hereby deleted, as follows:

ARTICLE V. BOARDS, COMMISSIONS, AND COMMITTEES

Section 4. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

{00593606.1 3451-0000000 }

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

**PASSED AND FINAL ADOPTION on Second Reading this __ day of _____,
2024.**

GREG ROSS
Mayor

ATTEST:

TEDRA ALLEN, MMC
City Clerk

ROLL CALL
Mayor Ross _____
Commissioner Green _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____

APPROVED AS TO LEGAL FORM:

JACOB G. HOROWITZ
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

01/12/2024

JOURNAL REGISTER FOR CITY OF COOPER CITY
Post Dates: 10/01/2023 to 01/12/2024
Posted and Unposted Journal Entries

Journal Number GL Number	Date Description	JNL	Description
10657 POSTED BY CFOservices 001-130-531170-513 001-130-512100-513	10/30/2023 PROFESSIONAL SERVICES-ACCOUNTING/AUDIT SALARIES-REGULAR	BA	FUND TEMP CFO FROM SALARIES Approval Level: JE APPROVED
10939 NOT POSTED 001-190-533434-519 001-000-386980-386	01/01/2024 UTILITIES-SANITATION IN NON-DEPARTMENTAL APPROPRIATION FROM FUND BALANCE	BA	FUND SOLID WASTE DISPOSAL & RECYCLABLE M Approval Level: JE APPROVED
10937 POSTED BY MNadeau 001-311-531190-519 001-311-512100-519	01/10/2024 PROFESSIONAL SERVICES-MISCELLANEOUS SALARIES-REGULAR	BA	FUND PUBLIC WORKS DIRECTOR SEARCH Approval Level: JE APPROVED

Total:

User	
DR	CR

MNadeau	
	9,000.00
9,000.00	

9,000.00	9,000.00
MNadeau	
	42,237.00
42,237.00	

42,237.00	42,237.00
MNadeau	
	19,500.00
19,500.00	

19,500.00	19,500.00

70,737.00	70,737.00




**Broward Sheriff's Office
Cooper City District
10580 Stirling Rd.
Cooper City, FL 33026**

EXTERNAL MEMO

Date: 01-31-24

CD24-003

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Captain Christopher De Giovanni 
Cooper City District Chief
Department of Law Enforcement

Subject: Police Chief's Report – Commission Meeting February 13, 2024

As requested at the June 14, 2022, commission meeting, please accept this memorandum as advanced notice of my police chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: traffic / schools, code, and crime. In addition, a community involvement and vacancy update will be included.

I. Traffic / School Report

- a. **Embassy Creek Elementary** – our team has been supporting our Embassy Creek Elementary partners in the wake of the tragic loss of their beloved leader, Principal Becker. The Cooper City BSO team is saddened at this news, and we recognize and honor the important contribution Principal Becker has made to our community for decades. He was a vital partner, and we stand ready to support ECE however they need during this time.
- b. **Aggressive Driving Enforcement Campaign Continues in February** – our traffic team will be continuing to staff evening and weekend enforcement campaigns in February to proactively target aggressive driving and speeding throughout our city. On Saturday, January 27th, we intervened in one such road rage within our city. Aggressive driving will not be tolerated in Cooper City. **Additionally**, we are coordinating a **DUI checkpoint** operation within Cooper City for mid-March (*date TBA in advance*).

II. Code Report

- a. The **commercial plaza initiative** continues with weekly maintenance compliance sweeps. No major concerns or developments.
- b. The monthly **gate compliance checks** continue with no major concern.
- c. **Parking Enforcement Team** – this team, which launched on January 15, 2024, has continued to conduct volunteer patrols in the city, targeting commercial plazas for handicap and fire lane compliance.

III. Crime Report

- a. **LPR Arrest** – on January 31, 2024, we received a LPR alert of a stolen vehicle entering our city. The **Cooper City Real-Time Crime Center** communicated this actionable intelligence to our field team, helping our CST detectives locate and arrest the offender. Additionally, a second subject who appeared to the scene to “collect belongings” was arrested for active **felony warrants**. This case is yet another example of the city’s investment yielding tangible results, helping the public safety team keep our residents safe.
- b. **STARS Program**: the STARS grant program officially opened for applicants January 1, 2024. It is listed on the city’s website and has been actively shared with our community partners. To date, we have received eight grant applications.
- c. **IRS Fraud Tips**: It is common for scammers to impersonate the IRS, police, or other government and local officials. The scammer’s goal is to scare you into compromising personal identifying information, or convince you to send them money through unconventional means, e.g., gift cards; Green Dot. However, according to the IRS’s website, www.irs.gov, they will never:
 - i. Initiate contact with taxpayers by email, text or social media to request personal or financial information.
 - ii. Call taxpayers with threats of lawsuits or arrests.
 - iii. Call, email or text to request taxpayers’ Identity Protection PINs.
 - iv. We encourage you to contact us and report any suspicious calls or solicitations. Let’s work together to keep one another safe this year.

IV. Community Involvement / Misc. Report

- a. **Tip-A-Cop @ Bogarts** – on Thursday, February 22, 2024, we will be partnering with Bogarts to host a Tip-A-Cop event from 6P-9P. We encourage the public to attend, where they can not only support a local business and meet their deputies but support Special Olympics in the process!
- b. **Fraud Seminar @ BrightStar** – on Thursday, February 29, 2024, we will be hosting a fraud seminar at the BrightStar Credit Union, as part of our ongoing crime prevention effort(s) throughout the city.
- c. **Shred-A-Thon / Operation Medicine Cabinet** – on March 23, 2024, 10A-1P, we will be hosting the next Shred-A-Thon / OMC at the Cooper City BSO District station.

V. Vacancy Report

- a. I have two sworn vacancies, and two non-sworn vacancies.



**Broward Sheriff's Office
Cooper City District
10550 Stirling Rd.
Cooper City, FL 33026**

EXTERNAL MEMO

Date: 02-02-24

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Mr. Gary Harrington
Cooper City District Chief
Department of Fire Rescue and Emergency Services

Subject: Fire Chief's Report – Commission Meeting February 13, 2024

The following is the Fire Chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: Fire Rescue Incidents, Fire Apparatus/Station concerns, Fire Prevention, Community Outreach, and CERT.

I. Fire/Rescue Incident Report for January

- a. Total Fire Related Incidents 073
- b. Total Medical Related Incidents 189
- c. Total Incidents for January 262

Fastest Unit Response/Mutual Aid calls for the month of January. Cooper City has responded outside its jurisdiction 25 times and has received outside emergency assistance 15 times.

The breakdown for each city is as follows:

	Pembroke Pines	Hollywood	Davie
BSO/Cooper City Responded outside its jurisdiction	11	00	14
Outside agencies responded to Cooper City	07	00	08

II. Incident Response Summary for January

Total responses	Incident responses < 6 min.	Incident responses 6 – 9 min.	Outliers > 9 min.	Incident responses canceled enroute
262	166	69	03	24

Fastest Response Time: 00:59 sec.
 Longest Response Time: 10:41 min.
 Average Response Time: 05:37 min.

OUTLIERS:

The outliers above represent a small percentage of the total responses. Outliers occur for several reasons, and those reasons vary with each call.

Besides Station 28 units responding from another call, they can also be responding from the hospital or another jurisdiction (as part of the fastest unit response agreement), all of which can result in an outlier. This month reflects the fastest unit response of 59 seconds. This incident occurred at 106 Avenue and Stirling Road. The responding apparatus, E28 and R28 responded Code 3 from Station 28. The longest response time was 10 minutes, 41 seconds. This incident was a Code 3 response by Quint 28 from the fire station for a fire alarm located at 3900 North University Drive in the Brightstar shopping center at the First Watch restaurant. The timeframe was based on heavy traffic along with school zones being activated. This is a repetitive alarm due to the restaurant cleaning the grill. The alarm was reset by staff prior to arrival. Fire Prevention will be addressing the repetitive alarm activation issue.

Outliers are not isolated to Cooper City; they occur in all fire departments regardless of jurisdiction. Outliers are also not new to Cooper City as they have always existed. This is not a new issue or a BSO issue. This is an issue that exists in every city no matter who is providing fire/rescue services.

As I have previously discussed with the former City Manager, current City Manager, and the City Commission, I believe that the main reason for outliers is distance. Station 28 covers 8.5 square miles which is one of the largest areas covered by any one fire station in Broward County. The average square mile coverage area per fire station is between 4 or 5 square miles. Some of the coverage areas per fire station in Broward County are as follows: 5.6 square miles for Pembroke Pines, 5.8 square miles for Davie, 5.4 square miles for Weston, 3.8 square miles for Lauderdale Lakes, 3.7 square miles for West Park/Pembroke Park, 2.0 square miles for Hallandale, and 4.0 square miles for Dania Beach. There are similar coverage areas for the remaining fire stations in Broward County; however, no fire station covers as large an area as Cooper City Fire Station 28.

The placement of fire stations and equipment dramatically impacts the effectiveness and efficiency of services provided by the fire department. I am proud of the current services provided by the men and women of the Broward Sheriff's Office, but I am open to improving the services wherever and whenever possible. I will gladly assist the City Manager and the City Commission in discussing potential projects toward improving the fire rescue services for the residents and businesses within Cooper City.

III. Fire Apparatus/Station Report

The Fire Hydrant flushing project has been completed for 2023.

Total Hydrants:	1231
Flushed Hydrants:	1231
Out-of-Service Hydrants:	0
Pending:	0

IV. Apparatus Service Days for January

Unit	In-service days	Out-of-service days	Comments
Q28	01	30	Accelerator Issue – control module replaced
E28	31	0	
R28	31	0	
R228	26	5	Chassis repair
DC28	31	0	

V. Fire Prevention Report

- Fire Inspections: (FY to Date)
 - i. Total Properties 867
 - ii. Completed Inspections 278
 - iii. Jan 1 – Jan 31, Percentage 32.0%

- Monthly Report for January
 - i. Annual Fire Inspections: 74
 - ii. New Construction Insp: 11
 - iii. Plan Reviews: 15
 - iv. Re-inspections: 17
 - v. Special Events: 03

VI. Community Outreach Report

- The CERT program manager, Donna Waskiewicz, has acquired a list of existing businesses within Cooper City. CERT members will be visiting each of these buildings to determine which building has an Automatic External Defibrillator (AED). I anticipate that this project will take several months for the CERT members to provide the necessary documentation to have the AED information placed into the PulsePoint AED app.

- January 13, 2024, Chief Harrington participated in the City of West Park parade honoring Martin Luther King Jr.

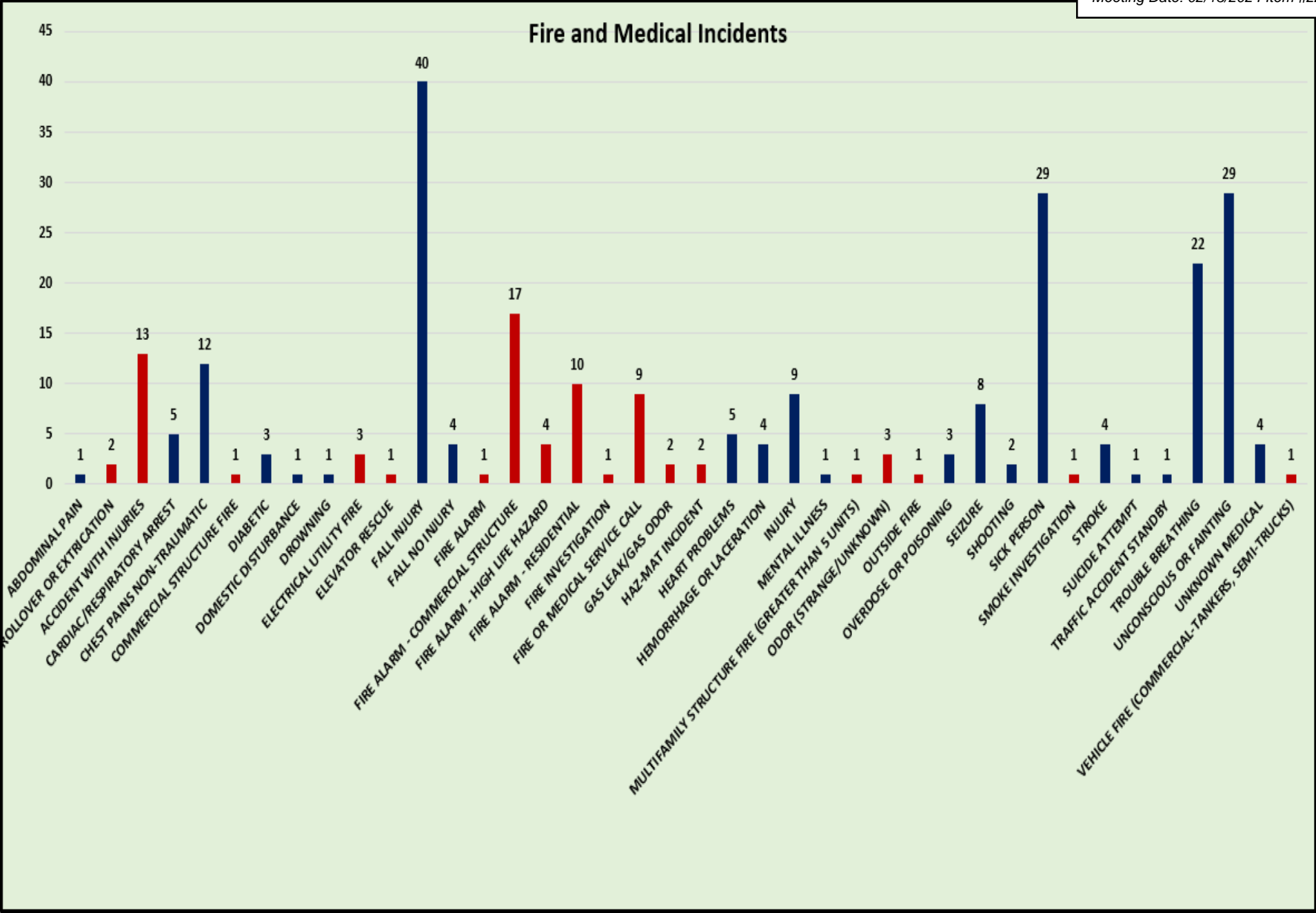
- January 18, 2024, CERT members enjoyed their CERT appreciation dinner at the Cooper City Diner.
- Chief Harrington has nominated our CERT Program Manager, Donna Waskiewicz, for the Broward Sheriff's Office Citizen of the Year award for her tireless dedication to the Community Emergency Response Team.
- January 26, 2024, Fire Rescue crews along with Chief Harrington attended the Eat to the Beat event. The attendees are estimated to be 750 to 1000.
- Planning has begun for the Founder's Day event on March 9, 2024, with the creation of an Incident Action Plan and the scheduling of Regional Response Apparatus.

FIRE HYDRANT DESIGN UPDATE:

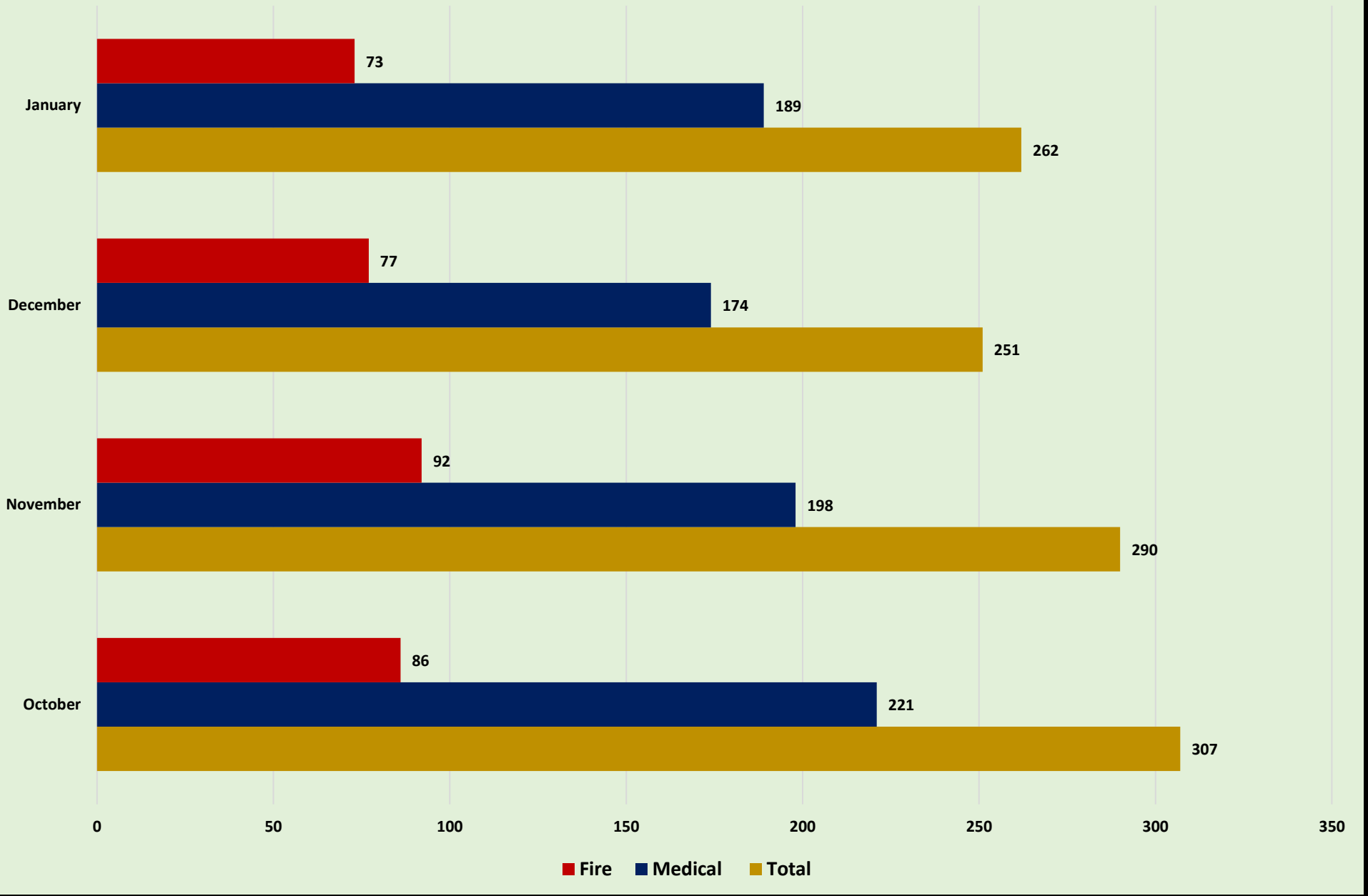
I have met with representatives from 5 schools and the utility department is in the process of cleaning and painting the chosen hydrants white as a base coat. I have also met with the management of Sherwin Williams to secure the proper paint and supplies for the art students at a discounted rate.

- To date, Franklin Academy fire hydrant designs have been completed. Pictures have been forwarded to Mike Cobelo for posting in the newsletter/website.
- Currently, the students at Embassy Creek Elementary and Pioneer Middle School are in the process of painting designs on the fire hydrants surrounding the school.
- Cooper City High School will be next for the students to paint their designs.
- The Cooper City teen council has expressed interest in painting designs on the fire hydrants surrounding Memorial Park. Brandon Zickar will be coordinating this project and I will provide the teens with the paint and supplies.
- I will be working with the remaining schools to establish a schedule for their students to participate in the program. The staff and students at all the schools I met with are very enthusiastic about this program. I am looking forward to this initial program being a success and then we will consider a possible expansion of this program.

Fire and Medical Incidents

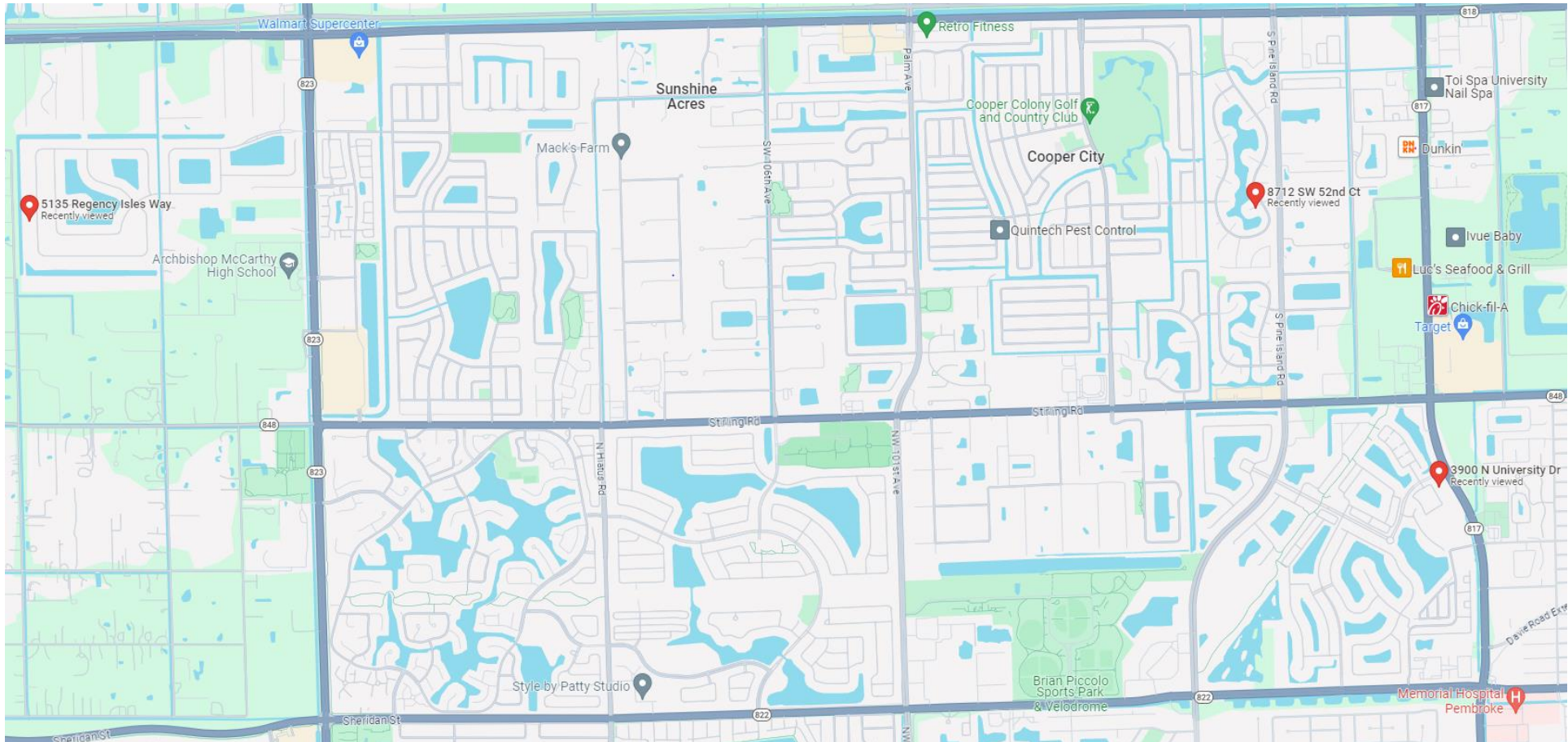


Monthly Fire and Medical Call Volumes



OUTLIERS

Meeting Date: 02/13/2024 Item #22.



Address	Response time
3900 N. University Drive	10:41
5135 Regency Isles Way	10:05
8712 SW 52 Court	09:14