



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**BY TELECONFERENCE**  
**TUESDAY, JUNE 16, 2020 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Mayor Pam Triolo

**PLEDGE OF ALLEGIANCE:** led by Commissioner Scott Maxwell

**AGENDA - Additions / Deletions / Reordering:**

**PRESENTATIONS:** (there is no public comment on Presentation items)

- A. Legislative update by Representative David Silvers

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

- A. [Resolution 19-2020 - directing the development of a preliminary assessment roll for non-ad valorem assessments for lot clearing, boarding and securing and demolition costs](#)
- B. [Ratification of Work Order #3 for The Paving Lady](#)
- C. [Purchase Order with Alan Jay Fleet for the purchase of two new Toyota RAV4 Hybrid vehicles for the Building Division](#)
- D. [Agreement with AE Engineering for the Park of Commerce Phase 2 project](#)
- E. [Agreement with R&D Paving, LLC for construction of the Boutwell Road Lake Worth Park of Commerce – Phase II Project](#)
- F. [Agreements with DRC Emergency Services LLC and Sandy James Productions Inc. for food and catering services for disaster recovery](#)
- G. [Agreements with B&B Underground Construction, Inc., Johnson-Davis Incorporated, and Hinterland Group, Inc. for Emergency Utility Repairs for Water, Wastewater and Stormwater](#)
- H. [Agreements with The L. E. Myers Co. & Michels Power for electric utility storm restoration services for disaster recovery](#)

**PUBLIC HEARINGS:**

- A. [Ordinance No. 2020-07 – Second Reading - Amending the City's Code of Ordinances Chapter 23 Land Development Regulations](#)

- B. [Authorization of grant applications to Florida Department of Economic Opportunity \(FDEO\) funding of critical facility hardening projects in impacted communities and invitation of public comment.](#)

**UNFINISHED BUSINESS:**

- A. [Rent deferral amendment to the Casino tenants' leases for COVID-19 closures and authorization to City Manager to sign the Amendments](#)

**NEW BUSINESS:**

- A. [Appeal of the Historic Resources Preservation Board's decision to approve the construction of a new single-family structure at 403 South M Street](#)
- B. [Creating a Task Force to make recommendations to the City Commission on the issue of eradicating systemic racism in the City of Lake Worth Beach](#)

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**ADJOURNMENT:**

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** Community Sustainability

**TITLE:**

Resolution 19-2020 - directing the development of a preliminary assessment roll for non-ad valorem assessments for lot clearing, boarding and securing and demolition costs

**SUMMARY:**

In accordance with the uniform method set forth in Sec. 197.3632, Florida Statutes, and Chapter 2, Article XIX, Division 2 “Levy and Collection of Non-Ad Valorem Assessments”, this resolution directs the development of a preliminary assessment roll by the Finance Director based on those non-ad valorem assessments, which may be levied for the costs of providing lot clearing, boarding and securing and demolition services to eliminate nuisance conditions on private real property within the incorporated area of the City. The roll will be based on invoices that are delinquent and unpaid as of June 1, 2020, and to establish the date and time of the public hearing to receive comments and to consider the adoption of the final Chronic Nuisance Services Assessment Roll.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to the provisions of sections 2-221, 2-75.2.7, 12-42, and 9-2.2(q) of the Code of Ordinances, the City Commission of the City of Lake Worth Beach (the “City Commission”), declared that any chronic nuisance services costs, defined to include any nuisance violation abatement costs, including, but not limited to, lot clearing, board and secure, and demolition costs, that remain delinquent and unpaid as of June 1<sup>st</sup> of each year shall be a special assessment levied against the benefitted real property as a non-ad valorem assessment superior to all other private rights, interest, liens, encumbrances, titles and claims upon the benefitted real property and equal in rank and dignity with a lien for ad valorem taxes

Attached is the proposed resolution directing staff to comply with Sec. 197.3632, Florida Statutes, and Chapter 2, Article XIX, Division 2 “Levy and Collection of Non-Ad Valorem Assessments’ of the City’s Code or Ordinances to prepare a preliminary assessment roll and to schedule the public hearing for the final Chronic Nuisance Services Assessment Roll for 2020.

**MOTION:**

Move to approve/disapprove Resolution 19-2020 - directing the development of a preliminary assessment roll for non-ad valorem assessments for lot clearing, boarding and securing and demolition costs.

**ATTACHMENT(S):**

Fiscal Impact Analysis - n/a  
Resolution 19-2020

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RESOLUTION NO. 19-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DIRECTING THE DEVELOPMENT OF A PRELIMINARY ASSESSMENT ROLL FOR THOSE NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED FOR THE COSTS OF PROVIDING LOT CLEARING, BOARDING AND SECURING, AND DEMOLITION SERVICES TO ELIMINATE NUISANCE CONDITIONS ON PRIVATE REAL PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY AND WHICH COSTS REMAIN DELINQUENT AND UNPAID AS OF JUNE 1, 2020; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING; PROVIDING FOR NOTICE OF THE PUBLIC HEARING AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, by sections 2-221, 2-75.2.7, 12-42, and 9-2.2(q) of the Code of Ordinances, the City Commission of the City of Lake Worth Beach (the "City Commission"), declared that any chronic nuisance services costs, defined to include any nuisance violation abatement costs, including, but not limited to, lot clearing, board and secure, and demolition costs, that remain delinquent and unpaid as of June 1<sup>st</sup> of each year shall be a special assessment levied against the benefitted real property as a non-ad valorem assessment superior to all other private rights, interest, liens, encumbrances, titles and claims upon the benefitted real property and equal in rank and dignity with a lien for ad valorem taxes; and

WHEREAS, the City Commission adopted Resolution No. 49-2011 and Resolution No. 04-2016 regarding the City's intent to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for chronic nuisance services costs and nuisance violation abatement costs, including, but not limited to, lot clearing, board and secure, and demolition costs that remain unpaid; and

WHEREAS, section 2-222 of the City's Code of Ordinances provides that in order to include the special assessment for unpaid chronic nuisance services costs, which are defined to include all nuisance violation abatement costs, including but not limited to lot clearing, board and secure and demolition costs, on the property tax bills to be issued in November, 2020, the Finance Director shall prepare a preliminary assessment roll; schedule the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the chronic nuisance assessment roll for 2020; and provide notice by publication and first-class mail to those property owners listed on the preliminary assessment roll.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

**Section 1.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

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**Section 2.** This resolution is adopted pursuant to the provisions of ch. 2, article XIX, division II of the Code of Ordinances, secs. 2-75.2.7, 12-42, and 9-2.2(q) of the Code of Ordinances, article 8, sec. 2(b) of the Florida Constitution, Section 166.021, Florida Statutes, Section 166.041, Florida Statutes, and Section 197.3632, Florida Statutes.

**Section 3. Assessment Roll.** The Finance Director is hereby directed to prepare an initial Chronic Nuisance Services Assessment Roll based on the chronic nuisance service costs, which are defined to include nuisance violation abatement costs, including, but not limited to, demolition, board and secure, and lot clearing costs, that remain delinquent and unpaid as of June 1, 2020. Said Chronic Nuisance Services Assessment Roll shall contain at least the following information:

- (1) A summary description of each real property with such delinquent costs, conforming to the description contained on the ad valorem tax roll;
- (2) The name of the owner of the real property as listed on the ad valorem tax roll and maintained on the property appraiser's system;
- (3) The amount of the costs to be assessed against each parcel of benefited real property; and
- (4) The type of such costs.

The initial assessment roll shall be retained by the City Clerk and shall be open to public inspection. The foregoing shall not be construed to require that the assessment roll be in printed form if the amount of the assessment for each parcel of benefited real property can be determined by use of a computer terminal available to the public.

A copy of the initial assessment roll shall be provided to the property appraiser and included as a part of the notice of proposed property taxes under F.S. § 200.069, the truth-in-millage notification.

**Section 4. Public Hearing.** The City Commission will hold a public hearing to receive and consider comments from affected property owners and consider the adoption of the Chronic Nuisance Services Assessment Roll on July 7, 2020, at 6:00 p.m., or as soon thereafter and can be heard, in Commission Chambers at City Hall, 7 N. Dixie Highway, Lake Worth Beach, Florida, 33460.

**Section 5. Notice.** The Finance Director shall cause notice of the public hearing on the Chronic Nuisance Services Assessment Roll to be given as follows:

- (a) **Notice by mail.** Written notice by first-class mail shall be sent to each person owning property listed on the preliminary Chronic Nuisance Services Assessment Roll, at the address listed by the property appraiser and shall include the following information:
  - (1) the purpose of the assessment;
  - (2) the total amount to be levied against each parcel of assessed real property;
  - (3) a statement that the failure to pay the assessment will cause a tax

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certificate to be issued against the property which may result in a loss of title;

- (4) a statement that all affected property owners have a right to appear at the public hearing and to file written objections with the City Commission within twenty days of the date of the notice; and
- (5) the date, time, and place of the public hearing.

Notice shall be mailed at least twenty (20) calendar days prior to the public hearing.

(b) Notice by publication. At least twenty (20) calendar days prior to the public hearing, the public hearing shall be noticed by publication in a newspaper generally circulated within the county and shall contain at least the following information:

- (1) identifying the city commission;
- (2) a geographic depiction of the city boundaries subject to the assessment;
- (3) a brief and general description of the chronic nuisance services provided;
- (4) the fact that the assessment will be collected by the tax collector;
- (5) a statement that all affected property owners have the right to appear at the public hearing and the right to file written objections within twenty (20) days of the publication of the notice; and
- (6) a statement that the initial assessment roll is available for inspection at the office of the City Clerk and that all interested persons may ascertain the amount to be assessed against a parcel of assessed real property at the office of the City Clerk.

**Section 6.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 7.** If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application and to this end the provisions of this resolution are declared severable.

**Section 8.** This resolution shall take effect upon adoption.

The passage of this resolution was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- Mayor Pam Triolo
- Vice Mayor Andy Amoroso
- Commissioner Omari Hardy
- Commissioner Scott Maxwell
- Commissioner Herman Robinson

147           The Mayor thereupon declared this resolution duly passed and adopted on this  
148   \_\_\_ day of \_\_\_\_\_, 2020.

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LAKE WORTH BEACH CITY COMMISSION

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By: \_\_\_\_\_  
Pam Triolo, Mayor

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ATTEST:

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Deborah M. Andrea, CMC, City Clerk

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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** Public Works

**TITLE:**

Ratification of Work Order #3 for The Paving Lady

**SUMMARY:**

Work Order #3 to The Paving Lady authorized the paving work on Barnett Drive and the North J Street Parking Lot. The City Manager signed Work Order # 3 under the authority of the Governors Executive Order dated March 9, 2020 and pursuant to Emergency Powers under the City's Procurement Code.

**BACKGROUND AND JUSTIFICATION:**

The City identified Barnett Drive and the North J Street parking lot as infrastructure in very poor condition requiring rehabilitation. The City currently has a contract with the Paving Lady on an as needed basis for roadway related construction. Work Order #3 was awarded to the contractor for the construction of the associated roadway improvements under the Emergency Procurement authorization powers of the City Manager in an effort to complete the work ahead of school re-opening and commercial businesses along the corridor being adversely affected post Phase 1 Reopening (COVID). The work has been completed and the Work Order is not to exceed \$244,804.62.

**MOTION:**

Move to ratify / not ratify Work Order #3 to The Paving Lady for an amount not to exceed \$244,804.62.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Work Order #3

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Capital Expenditures	0	0	0	0	0
Operating Expend	244,804.62	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 244,804.62	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
001-5020-519-34-50	Contractual Services	N/A	398,800	314,436.75	244,804.62	69,632.13

**C. Department Fiscal Review:\_\_\_\_\_**

**ANNUAL CONTRACT FOR PAVING, CONCRETE, STRIPING AND ASSOCIATED  
RESTORATION WORK  
WORK ORDER NO. 3**

THIS WORK ORDER ("Work Order" hereafter) is made on the 5/12/2020, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Janice M. Riley, Inc., d/b/a The Paving Lady**, a Florida Corporation ("Contractor" hereafter), whose local business address is located at 1000 W. Industrial Ave., Boynton Beach FL 33426.

**1. Project Description.** The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the project generally described as:

- A. Osbourne Recreation Center – parking lot sealcoating
- B. Barnette Drive – mill and pave

(the "Project"). The Project is more specifically described in the plans prepared by N/A, dated N/A, and which are incorporated herein by reference.

**2. Scope.** Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor's proposals attached hereto and incorporated herein as Exhibit "1"**.

**3. Schedule and Liquidated Damages.** Substantial completion of all services and work under this Work Order shall be within **60 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **90 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

**Liquidated Damages.** The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City Five Hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

**4. Compensation and Direct Purchases.** This Work Order is issued for a lump sum, not to exceed amount of **Two Hundred Forty Four Thousand Eight Hundred and Four dollars and sixty two cents (\$244,804.62)**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. The Compensation includes a ten percent (10%) contingency for Barnett Drive portion of

the work. The contingency shall only be utilized by the Contractor upon written authorization of the City's Project Manager.

The following Direct Purchases are to be made under this Work Order by the City: N/A.

**5. Project Manager.** The Project Manager for the Contractor is Mauro Comuzzi, phone: 561-572-2600; email: mauro@pavinglady.com; and, the Project Manager for the City is Michael David, phone: 561-586-1720; email: mdavid@lakeworthbeachfl.gov.

**6. Progress Meetings.** The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

**7. Contractor's Representations.** In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

**8. Warranty.** The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or

failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

**9. Authorization.** This Work Order is issued pursuant to the Contract for Paving, Concrete Striping and Associated Restoration Work between the City of Lake Worth Beach and the Contractor, dated May 7, 2019 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 3 as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: Michael Bornstein  
Michael Bornstein, City Manager

ATTEST:



By: Deborah Andrea  
Deborah M. Andrea, City Clerk

\* The City Manager has approved this document pursuant to his emergency powers under the City's procurement code and as authorized by the Governor's Executive Order (dated March 9, 2020). As soon as reasonably possible, this document will be presented to the City Commission for ratification.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: Christy Goddeau  
Glen J. Torcivia, City Attorney

By: Bruce T. Miller  
Bruce T. Miller, Financial Services Director

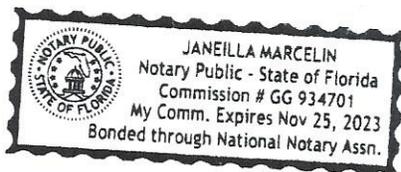
CONTRACTOR: **JANICE M. RILEY, INC., D/B/A THE PAVING LADY**

By: Mauro Comuzzi  
Print Name: MAURO COMUZZI  
Title: President

[Corporate Seal]

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6th day of May, 2020, by Mauro Comuzzi, who was physically present, as President (title), of Janice M. Riley, Inc., D/B/A The Paving Lady, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.



Notary Public Janeilla Marcelin  
Print Name: Janeilla Marcelin  
My commission expires: Nov. 25, 2023

**EXHIBIT 1**  
**(Unit Cost Proposals 2 pages)**





UNIT COST PROPOSAL  
BASED ON IFB # 19 -109

Project:  
Address:

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
<b>PAVEMENT</b>					
1	MOBILIZATION (LESS THAN 100 SY)		LS	\$ 3,800.00	\$ -
2	MOBILIZATION (OVER 100 SY)	1	LS	\$ 2,500.00	\$ 2,500.00
3	MOT - TYPE 2 BARACADES OR CONES (PER DAY)		EA	\$ 10.00	\$ -
4	MOT - SIGNAGE (PER DAY)		EA	\$ 100.00	\$ -
5	REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 14" DEEP)		SY	\$ 30.00	\$ -
6	12" COMPACTED SUBGRADE		SY	\$ 12.00	\$ -
7	8" BASEROCK (LIMEROCK OR CR. CONC.) (PRIMED)		SY	\$ 18.00	\$ -
8	REWORK EXIST. ASPHALT BASE AND PRIME		SY	\$ 12.00	\$ -
9	1" TYPE S-3 ASPHALTIC CONCRETE		SY	\$ 11.00	
10	2" TYPE SP 12.5 ASPHALTIC CONCRETE	7338	SY	\$ 16.00	\$ 117,408.00
11	MILL EXIST. ASPHALT 1.5" AVG. DEPTH (3/4" TO 2" DEPTH)	7338	SY	\$ 7.00	\$ 51,366.00
12	MISC. ASPHALT (TYPE S-3) OVERBUILD/LEVELING	150	TN	\$ 140.00	\$ 21,000.00
13	ASPHALT SPEED HUMP COMPLETE W/ STRIPING (PER CITY DETAIL		EA	\$ 4,500.00	\$ -
14	ASPHALT MILLINGS F&I		TN	\$ 50.00	\$ -
15	SEALCOATING (PARKING LOT)		SY	\$ 0.82	\$ -
<b>CONCRETE</b>					
16	MOBILIZATION (LESS THAN 100 LF)		LS	\$ 2,500.00	\$ -
17	MOBILIZATION (OVER 100 LF)		LS	\$ 1,500.00	\$ -
18	REMOVE EX. 4" CONCRETE		SF	\$ 2.00	\$ -
19	REMOVE EX. 6" CONCRETE		SF	\$ 2.25	\$ -
20	4" CONCRETE SIDEWALK (3,000 PSI)		SF	\$ 6.00	\$ -
21	6" CONCRETE SIDEWALK/ DRIVEWAY (3,000 PSI)		SF	\$ 7.50	\$ -
22	MONOLITHIC CURB AND SIDEWALK		SF	\$ 8.00	\$ -
23	REMOVE EX. CONCRETE CURBING (ALL TYPES)		LF	\$ 9.00	\$ -
24	TYPE F CURB AND GUTTER		LF	\$ 35.00	\$ -
25	VALLEY GUTTER		LF	\$ 26.00	\$ -
26	TYPE D CURBING		LF	\$ 23.00	\$ -
27	ADA TACTILE DOME SURFACE (YELLOW) CAST-IN-PLACE		SF	\$ 80.00	\$ -
<b>STRIPING</b>					
28	MOBILIZATION (LESS THAN 100 SY)		LS	\$ 1,170.00	\$ -
29	MOBILIZATION (OVER 100 SY)	1	LS	\$ 1,100.00	\$ 1,100.00
30	REMOVAL OF EX. STRIPING (GRIND OR WATERBLAST)		LF	\$ 1.95	\$ -
31	4" DOUBLE YELLOW THERMO		LF	\$ 1.82	\$ -
32	4" SINGLE YELLOW THERMO		LF	\$ 0.91	\$ -
33	4" SINGLE WHITE THERMO		LF	\$ 0.91	\$ -
34	6" DOUBLE YELLOW THERMO		LF	\$ 1.95	\$ -
35	6" SINGLE YELLOW THERMO	1093	LF	\$ 0.98	\$ 1,071.14
36	6" SINGLE WHITE THERMO	1631	LF	\$ 0.98	\$ 1,598.38
37	12" SINGLE WHITE THERMO	14	LF	\$ 2.99	\$ 41.86
38	18" SINGLE WHITE THERMO		LF	\$ 3.90	\$ -
39	24" STOP BAR WHITE THERMO	198	LF	\$ 6.50	\$ 1,287.00
40	RPM'S		EA	\$ 6.50	\$ -
41	BIKE LANE SYMBOL STRIPING (THERMO)		EA	\$ 487.50	\$ -
42	HANDICAP PARKING STALL COMPLETE W SIGN (PAINT)		EA	\$ 364.00	\$ -
<b>MISC ITEMS</b>					
44	BAHIA SODDING (INCL. GRADING WORK)		SY	\$ 8.00	\$ -
45	FLORATAM SODDING (INCL. GRADING WORK)		SY	\$ 10.00	\$ -
46	ADJUST EX. MANHOLE RING AND COVER		EA	\$ 500.00	\$ -
47	ADJUST EX. VALVE BOX		EA	\$ 350.00	\$ -
48	ADJUST EX. CURB INLET/ DRAINAGE INLET		EA	\$ 600.00	\$ -
49	PAVER BRICK REPAID (EXIST. BRICKS)		SF	\$ 6.00	\$ -
ADD	8" SCHOOL THERMO MESSAGE	4	EA	\$ 225.00	\$ 900.00
	Temp Striping Prior to Thermoplastic Paint	1	LSUM	\$ 1,500.00	\$ 1,500.00
	2 DOT Thermo ARROWS	2	EA	\$ 80.00	\$ 160.00
	MOT BY OTHERS ...ROAD MUST BE SHUT DOWN!!!!				\$ -
	TRAFFIC LOOP REPLACEMENT BY OTHERS				\$ -
<b>TOTAL</b>					\$ 199,932.38

\*\*\* 1 Lift SP 12.5

10% Contingency \$19,993.24

Total = \$219,925.62



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** Public Works

**TITLE:**

Purchase Order with Alan Jay Fleet for the purchase of two new Toyota RAV4 Hybrid vehicles for the Building Division

**SUMMARY:**

The Purchase Order to Alan Jay Fleet authorizes the procurement of two new Toyota RAV4 Hybrid vehicles for the Building Division at a cost not to exceed \$66,706.00.

**BACKGROUND AND JUSTIFICATION:**

The Building Division within the Department of Community Sustainability has budgeted for the purchase of two new vehicles for the staff inspectors. Based on the needs of the Division for both daily duty and emergency response duty, a vehicle that could traverse alleyways and unimproved rights of ways is required. The Division has selected a 2020 Toyota RAV4 Hybrid All-Wheel-Drive model for their operations. The Purchase Order will be issued to Alan Jay Fleet, authorized vendor through the Sourcwell Contract #2020-120716 NAF at a cost not to exceed \$66,706.00 for the two vehicles.

The Purchase Order is being issued in advance of commission approval through the Emergency Procurement authority of the City Manager. The manufacturer of the vehicles has notified the vendor (Alan Jay) that these fleet vehicles are in very limited supply and must be ordered immediately to secure the purchase and delivery. To ensure the purchase meets the City's time sensitive needs, the Purchase Order was issued on June 2<sup>nd</sup>, 2020.

**MOTION:**

Move to approve/disapprove the Purchase Order with Alan Jay Fleet for the procurement of two Toyota RAV4 Hybrids at a cost not to exceed \$66,706.00.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Purchase Quote

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Capital Expenditures	66,706.00	0	0	0	0
Operating Expenditures		0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 66,706.00	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
103-2020-515-64-30	Vehicles	N/A	66,706.00	66,706.00	66,706.00	0.00

**C. Department Fiscal Review:\_\_\_\_\_**



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	26077-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
5/27/2020

# QUICK QUOTE SHEET

REVISED QUOTE DATE  
5/28/2020

REQUESTING AGENCY	LAKE WORTH, CITY OF		
CONTACT PERSON	FELIPE LOFASO	EMAIL	<a href="mailto:Flofaso@lakeworth.org">Flofaso@lakeworth.org</a>
PHONE	561-586-1720	MOBILE	FAX

<b>SOURCEWELL (FORMERLY NJPA) CONTRACT # 2020-120716 NAF</b>	<b>www.NationalAutoFleetGroup.com</b>
--	---------------------------------------

MODEL	4444	MSRP	\$29,645.00
2020 TOYOTA RAV4 HYBRID XLE AWD (4444)			
<b>CUSTOMER ID</b>		NJPA PRICE	\$27,102.00

BED LENGTH	4dr
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\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
040 FA20	EXTERIOR SUPER WHITE WITH BLACK CLOTH INTERIOR	\$0.00
2.5L	Engine: 2.5L 4-Cylinder Atkinson Cycle, Engine Auto Stop-Start Feature, Transmission: CVT (Continuously Variable), Transmission w/Driver Selectable Mode, Sequential Shift Control and Oil Cooler. Hybrid Electric Motor	\$0.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS.	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NEW-TAG	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
WTF SUV 2	Weather Tech floor liner system (1st & 2nd rows).		\$235.00
MG 72/150	MAJOR GUARD 72 MONTHS / 150,000 MILE EXTENDED WARRANTY WITH \$0 DEDUCTIBLE.		\$2,771.00

**CONTRACT OPTIONS \$3,251.00**

TRADE IN		TOTAL COST	\$30,353.00
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		\$0.00

**TOTAL COST LESS TRADE IN(S) QTY 1 \$30,353.00**

Estimated Annual payments for 60 months paid in advance: \$6,797.82  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER [christy.self@AlanJay.com](mailto:christy.self@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

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2020 Toyota RAV4 (4444) Hybrid XLE AWD (SE) (  Complete )



**Note:Photo may not represent exact vehicle or selected equipment.**

 At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. 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: 11068. Data Updated: May 26, 2020 10:12:00 PM PDT.



# ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2020 Toyota RAV4 (4444) Hybrid XLE AWD (SE) ( Complete )

## Window Sticker

### SUMMARY

[Fleet] 2020 Toyota RAV4 (4444) Hybrid XLE AWD (SE)

MSRP:\$29,395.00

Interior:Black, Fabric Seat Trim (FA)

Exterior 1:Super White

Exterior 2:No color has been selected.

### OPTIONS

CODE	MODEL	MSRP
4444	[Fleet] 2020 Toyota RAV4 (4444) Hybrid XLE AWD (SE)	\$29,395.00
<b>OPTIONS</b>		
040	Super White	\$0.00
FA20	Black, Fabric Seat Trim (FA)	\$0.00
FE	50 State Emissions	\$0.00

<b>SUBTOTAL</b>	<b>\$29,395.00</b>
Adjustments Total	\$0.00
Destination Charge	\$1,060.00
<b>TOTAL PRICE</b>	<b>\$30,455.00</b>

### FUEL ECONOMY

Est City:41 MPG

Est Highway:38 MPG

Est Highway Cruising Range:551.00 mi

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# ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2020 Toyota RAV4 (4444) Hybrid XLE AWD (SE) ( Complete )

## Standard Equipment

### Mechanical

Engine: 2.5L 4-Cylinder Atkinson Cycle

Engine Auto Stop-Start Feature

Transmission w/Driver Selectable Mode, Sequential Shift Control and Oil Cooler

Transmission: ECVT (Continuously Variable)

Electronic Transfer Case

Automatic Full-Time All-Wheel

Axle Ratio: TBD

550CCA Maintenance-Free Battery w/Run Down Protection

Hybrid Electric Motor

Towing Equipment -inc: Trailer Sway Control

1165# Maximum Payload

GVWR: 4,920 lbs

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Speed-Sensing Steering

14.5 Gal. Fuel Tank

Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Double Wishbone Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Mechanical Limited Slip Differential

Nickel Metal Hydride Traction Battery

### Exterior

Wheels: 17" x 7.0J Silver Aluminum Alloy

Tires: 225/65R17 AS

Steel Spare Wheel

Compact Spare Tire Mounted Inside Under Cargo

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# ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2020 Toyota RAV4 (4444) Hybrid XLE AWD (SE) ( Complete )

## Exterior

- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
- Black Rear Bumper w/Black Rub Strip/Fascia Accent
- Black Bodyside Cladding and Black Wheel Well Trim
- Chrome Side Windows Trim and Black Front Windshield Trim
- Body-Colored Door Handles
- Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
- Fixed Rear Window w/Fixed Interval Wiper and Defroster
- Deep Tinted Glass
- Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille w/Body-Color Surround
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Roof Rack Rails Only
- LED Brakelights
- Front Fog Lamps
- Fully Automatic Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps
- Laminated Glass

## Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Radio Data System
- Radio: AM/FM Stereo -inc: 6 speakers, 7.0" touch screen, Scout GPS Link compatible w/up to 3-year trial, Siri Eyes Free, Apple CarPlay compatible, aux port, USB media port, 4 USB charging ports, hands-free phone capability, advanced voice recognition and music streaming via Bluetooth wireless technology, Toyota Connected Services Safety Connect w/3-year trial, Wi-Fi Connect Powered by Verizon w/up to 2GB within 6-month trial
- Integrated Roof Antenna
- 2 LCD Monitors In The Front

## Interior

- Driver Seat

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# ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2020 Toyota RAV4 (4444) Hybrid XLE AWD (SE) ( Complete )

## Interior

Passenger Seat

60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Power/Regen, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Front Sport Seats -inc: 8-way power driver w/lumbar and 4-way adjustable passenger seats

Front Cupholder

Rear Cupholder

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases -Inc: Mechanical Fuel

Proximity Key For Doors And Push Button Start

Cruise Control w/Steering Wheel Controls

Distance Pacing

HVAC -inc: Underseat Ducts

Dual Zone Front Automatic Air Conditioning

Glove Box

Driver Foot Rest

Full Cloth Headliner

Cloth Door Trim Insert

Urethane Gear Shifter Material

Interior Trim -inc: Metal-Look Instrument Panel Insert and Metal-Look Interior Accents

Fabric Seat Trim (FA)

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering

Carpet Floor Trim

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# ALAN JAY FLEET

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Vehicle: [Fleet] 2020 Toyota RAV4 (4444) Hybrid XLE AWD (SE) ( Complete )

## Interior

- Cargo Area Concealed Storage
- Roll-Up Cargo Cover
- Cargo Space Lights
- FOB Controls -inc: Cargo Access
- Tracker System
- Instrument Panel Bin, Driver And Passenger Door Bins
- Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Trip Computer
- Outside Temp Gauge
- Analog Display
- Seats w/Cloth Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Front Center Armrest and Rear Center Armrest
- 2 Seatback Storage Pockets
- Engine Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

## Safety-Mechanical

- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control

## Safety-Exterior

- Side Impact Beams

## Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Safety Connect with 1-year trial Emergency Sos
- Lane Departure Alert with Steering Assist (LDA w/SA) Lane Keeping Assist
- Lane Departure Alert with Steering Assist (LDA w/SA) Lane Departure Warning
- Blind Spot Monitor (BSM) Blind Spot

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# ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2020 Toyota RAV4 (4444) Hybrid XLE AWD (SE) ( Complete )

## Safety-Interior

Pre-Collision System (PCS) and Rear Cross-Traffic Alert (RCTA)

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Driver Knee Airbag and Passenger Cushion Front Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

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

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 2

Roadside Assistance Miles/km: Unlimited

Maintenance Years: 2

Maintenance Miles/km: 25,000

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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** Public Works

**TITLE:**

Agreement with AE Engineering for the Park of Commerce Phase 2 project

**SUMMARY:**

The Agreement with AE Engineering authorizes the consultant to perform Construction Engineering and Inspection Services for the Park of Commerce Phase 2 Project at a cost not to exceed \$338,697.25.

**BACKGROUND AND JUSTIFICATION:**

The Park of Commerce Phase 2 construction project is scheduled to start in July 2020. The City issued RFQ 20-301 for the "Construction Engineering and Inspection Services for Park of Commerce Phase 2 LAP Project" and received a total of two responses. Both firms were selected for presentations, and AE Engineering was determined by the Selection Committee to be the selected consultant for the project. The Agreement will be for a cost not to exceed \$338,697.25.

**MOTION:**

Move to approve / not approve the Agreement with AE Engineering at a cost not to exceed \$338,697.25.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Capital Expenditures	169,348	169,349.25	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>169,348</b>	<b>169,349.25</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
304-5020-541-63-15	Improve other than build	GV1421	707,846.00	42,048	213,381.25	(171,333.25)
304-6034-531-63-15	Improve other than build	GV1421	625,196	260,435	50,804.00	209,631.00
304-7034-533-63-15	Improve other than build	GV1421	473,508	225,686	16,934.00	208,752.00
408-5090-538-63-15	Improve other than build	GV1421	0.00	-182,925	57,578.00	240,503.00

**C. Department Fiscal Review:\_\_\_\_\_**

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made on \_\_\_\_\_, between the **City of Lake Worth**, a Florida municipal corporation (“City”) and **AE ENGINEERING, INC.** a Florida corporation (“CONSULTANT”).

**WHEREAS**, the City issued Request for Qualifications (No. 20-301) for Construction Engineering and Inspection (CEI) services management for the Florida Department of Transportation (FDOT) Phase 2 Local Agency Program (LAP) project in accordance with the Consultants’ Competitive Negotiations Act, section 287.055, Florida Statutes (“RFQ”); and

**WHEREAS**, the CONSULTANT submitted its qualifications in response to the RFQ; and

**WHEREAS**, the City desires to award the RFQ to the CONSULTANT based on CONSULTANT’s qualifications and experience to provide civil engineering and construction administrative services; and

**WHEREAS**, the City finds making the award of the RFQ to the CONSULTANT as described herein serves a valid public purpose.

**NOW THEREFORE**, the City hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

### **ARTICLE 1 - SCOPE OF SERVICES**

The City awards the CONSULTANT the right to provide the City with construction engineering and inspection services management services as set forth in **Exhibit “A”** which is attached hereto and incorporated herein (the “services”). The services shall be provided consistent with the terms of this Agreement and the RFQ, which is incorporated herein by reference.

### **ARTICLE 2 - TERM OF AGREEMENT**

This Agreement shall be effective upon approval by the City Commission and shall continue until such time as all services are provided by the CONSULTANT, unless earlier terminated as stated herein.

### **ARTICLE 3 – COMPENSATION**

A. Compensation: The City shall pay the CONSULTANT the amounts set forth in Exhibit “A”. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services is set forth in Exhibit “A” and no additional compensation or costs shall be authorized or paid by the City for the services unless approved by written amendment to this Agreement by the City Manager or City Commission (depending on the City’s required level of approval for such additional compensation or costs). In no case shall the CONSULTANT bill the City for any amount not stated in Exhibit “A” or in a written amendment thereto.

B. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, are identified in Exhibit “A”. The City shall not be responsible for payment of any other reimbursable, out-of-pocket expenses.

C. Direct Project Expenses: Unless otherwise specifically authorized in Exhibit "A", all direct project expenses shall be as stated in Exhibit "A" and billed at cost to the City. The CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

D. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the City and CONSULTANT will meet and negotiate a reasonable fee for such additional services. The negotiated fee must be approved by the City in the form of an amendment to this Agreement prior to said additional services being provided by the CONSULTANT.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City.

#### **ARTICLE 4 - TERMS OF PAYMENT**

A. Monthly Invoices: The CONSULTANT shall submit detailed invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement consistent with the services and compensation schedule as set forth in Exhibit "A". The CONSULTANT's invoice must be submitted to Felipe Lofaso, Assistant Director at [flofaso@lakeworthbeachfl.gov](mailto:flofaso@lakeworthbeachfl.gov) or 1749 3<sup>rd</sup> Ave South, Lake Worth Beach, FL 33460. The City Manager or his designee will review each invoice to ensure the services as detailed have been provided and the compensation requested is consistent with Exhibit "A". Once the invoice is approved by the City Manager or his designee, payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous month shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

C. Fiscal Non-funding: The City's fiscal year ends September 30<sup>th</sup> of each year. In the event sufficient budgeted funds are not available for a new fiscal year, the City shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City. The CONSULTANT will be paid for all services rendered through the date of termination.

#### **ARTICLE 5 - TERMS OF PERFORMANCE**

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in Exhibit "A" or such other drawings, specifications, calculations, supporting documents, or work products prepared for the City under this Agreement shall become the property of the City upon delivery or completion of the services. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to

invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the schedule set forth in Exhibit "A", subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of the services shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable

efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the tasks associated with the

services without prior written City approval.

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

## **ARTICLE 6 - CITY'S RESPONSIBILITIES**

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the underlying project.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

## **ARTICLE 7 – SUSPENSION BY CITY FOR CONVENIENCE**

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least five (5) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

## **ARTICLE 8 –TERMINATION**

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the parties reserve the right and may elect to terminate this Agreement at any time upon ten (10) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the term by either party, the CONSULTANT shall:

1. Stop services on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
4. Continue and complete all parts of the services that have not been terminated.

## **ARTICLE 9 –INDEMNIFICATION AND INSURANCE**

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional

insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

#### **ARTICLE 10 - SUCCESSORS AND ASSIGNS**

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

#### **ARTICLE 11 - REMEDIES**

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

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

in or by such courts.

## **ARTICLE 12 – NOTICE**

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

AE Engineering, Inc.  
ATTN: Roderick Myrick, P.E.- President  
4152 West Blue Heron Blvd, Suite 120  
Riviera Beach, Fl. 33404

All notices to the City shall be sent to:

City of Lake Worth Beach  
Attn: City Manager  
7 North Dixie Highway  
Lake Worth Beach, FL 33460.

## **ARTICLE 13 – NO CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **ARTICLE 14 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

## **ARTICLE 15 – PUBLIC ENTITIES CRIMES AND SCRUTINIZED COMPANIES**

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement.

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if Consultant or any of its subcontractors are found to have submitted a false certification; or if Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if Consultant, or any of its subcontractors are found to have submitted a false certification; or if Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Consultant shall immediately notify the City of the same.

As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

## **ARTICLE 16 - NONEXCLUSIVE AGREEMENT**

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

## **ARTICLE 17 - MISCELLANEOUS**

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein); and Exhibit "A". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFQ next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. **Waiver of Jury Trial: To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Agreement.**

F. Counterparts and Digital Execution: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. The City may digitally execute this Agreement.

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

H. Survivability: Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

## **ARTICLE 18 - PALM BEACH COUNTY INSPECTOR GENERAL**

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **ARTICLE 19 - PUBLIC RECORDS**

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

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

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

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, DANDREA@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

**ARTICLE 20 - REPRESENTATIONS/BINDING AUTHORITY**

By signing below, CONSULTANT's signee has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement for Construction Engineering and Inspection (CEI) services management for the Florida Department of Transportation (FDOT) Phase 2 Local Agency Program (LAP) project on the day and date first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONSULTANT: **AE ENGINEERING, INC.**

By: \_\_\_\_\_

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of **AE ENGINEERING, INC.**, a Florida corporation, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**(dated June 8, 2020, consisting of 16 pages)**

Monday, June 8, 2020

Mr. Felipe Lofaso, Assistant Director | Public Works Department  
City of Lake Worth Beach – Public Works Dept.  
1749 3rd Avenue South  
Lake Worth, FL 33460

**RE: RFQ No. 20-301 Construction Engineering and Inspection Services for Park of Commerce Phase 2 FDOT Lap Project – Scope of Services**

Dear Mr. Lofaso

As requested, please see the attached scope of services to provide CEI Services for the Park of Commerce Phase 2 FDOT Lap Project. Our firm specializes in Quality Control and Verification Testing for asphalt, concrete and earthwork operations under the FDOT Quality Control guidelines. AE is also FDOT LAP certified provider with the expertise ensure the success of your contract.

Our specific CEI services consist of:

- Construction Inspection Services – Site Inspections
- Daily and Weekly Inspection Reports
- Scheduling / Progress Tracking
- Bid Documents Evaluation
- Quality Control & Quality Assurance
- Project Certifications
- Cost Estimating
- Resident Compliance Specialist Services (Payrolls/EEO)

AE Engineering is excited to provide professional services to the City on this contract and future opportunities. Please feel free to contact me to discuss the details of the proposal at your convenience. Thanks again for this important opportunity.

Sincerely,



Roderick Myrick, P.E., President

**RFQ No. 20-301**  
**Construction Engineering and Inspection Services for Park of Commerce Phase 2 FDOT Lap Project**  
**Scope of Services**

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**Scope of Services**

**Project Summary:** A total reconstruction of three roadway corridors within the City of Lake Worth Beach. These corridors consist of Boutwell Road, 4th Avenue and 7th Avenue. All three of these project locations will consist of roadway replacement down below the subgrade level, up to base level and a new structural asphalt course. This total reconstruction is due to the introduction of new 18" RCP drainage pipe and drainage structures, new 8" water main and 6" force main, new curbs, new median islands and new sidewalk. The civil construction upgrades are aesthetically complemented by the introduction of new architectural lighting features, new diverse landscaping including new royal palms, sabal palms and live oak trees and new decorative stamped asphalt to enhance the improved appeal of the project corridor for future commercial and residential expansion.

**Subtask 1: Pre-Construction**

**Description:**

- A. Setup the pre-construction meeting, contact contractor, subs, stakeholders, utility companies, and government agencies to attend.
- B. Attend the preconstruction meeting, record, create and distribute the meeting minutes and EEO data collections to begin the construction Phase.
- C. Coordinate public outreach with the contractor. Including and not limited to attendance to coordination meetings with the public, issuance of informational notices and posting of proper signage as needed along the R/W. Ensure proper approach and coordination with the stakeholders and residents impacted by the construction activities.

**Deliverable:**

- Preconstruction meeting minutes and fulfillment of utility meeting coordination with utility and property owners. Public outreach and project kickoff notices distributed as approved by Owner.

**Performance Measure:** Deliverables will be reviewed by the Owner to confirm they are complete, accurate, and timely.

**Subtask 2: Construction**

**Description:**

- A. From Pre Construction meeting to substantial Completion Perform Site Visits to observe construction progress resulting in monthly site/progress logs, which report to the owner such data as the time of arrival, observations regarding construction progress and/or contractor or subcontractor performance, photo of progress and /or concerns, and time of departure. Other duties shall include:
  - Daily Work Report and Monthly Updates
  - Shop drawing/Submittal review
  - Review and respond to request for information (RFI) from contractor.

**RFQ No. 20-301**

**Construction Engineering and Inspection Services for Park of Commerce Phase 2 FDOT Lap Project**

**Scope of Services**

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- Review and negotiate change orders and plan modifications with contractor on behalf of City and coordinate such change orders with FDOT. Ensure proper procedures and applicability of the contract provisions and claims that should arise during construction.
  - Schedule of values review/comments.
  - Contractor Delivery Schedule review and comment.
  - Documentation that concrete is produced from National Ready-Mixed Concrete Association (NRCA) or FDOT certified plant per LAP Specifications.
  - Documentation that asphalt is produced from FDOT certified plant, per LAP Specification.
  - Documentation of Straight Edge tests.
  - Weekly density logbook for earthwork, backfill, drainage piping, etc.
  - Weekly density logbook for Proctors and soil classifications.
  - Collect asphalt tickets with all noted items pursuant to LAP Sheet.
  - Utilities coordination (Water, Sewer, Electric, etc.) - Consultant shall coordinate with the County to conduct a Utility Design Meeting with the involved Utility Agency/ Owners.
  - Verify and collect all results from Contractor field test.
- B.** Ensure the Contractor has access to the Equal Opportunity Compliance (EOC) system.
- C.** Ensure the Local Agency has given access of the (LAPIT) Local Agency Program Information Tool), to the assigned RCS.
- D.** Periodic collection of forms and data from the contractor and review of/ comment on same, ensure all information has been uploaded to LAPIT, and/or the EOC as applicable, which may include but not be limited to:
- All forms applicable for the City full compliance with the LAP contract requirements
  - Verify DBE firms in the EOC and ensure they have been entered into the EOC (Equal Opportunity Compliance Program) by the contractor.
  - Collect/review and ensure the Bid Opportunity List has been uploaded to LAPIT program by the RCS and have been entered into the EOC program by the contractor. Also ensure all additional subs have been updated on the form and have been uploaded to LAPIT and entered the EOC.

**RFQ No. 20-301**

**Construction Engineering and Inspection Services for Park of Commerce Phase 2 FDOT Lap Project**  
**Scope of Services**

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- Collect/review FDOT Form 700-010-36, Certification of Sublet Work, and ensure it has been uploaded to LAPIT program by the RCS and have been entered into the EOC program by the contractor. Also ensure revisions have been added upon additions of subcontractors (all tiers).
  - Collect/review subcontract agreements/Purchase Order and ensure that FHWA 1273 Required Contract Provisions for Federal Aid Construction is inserted, in its entirety, in all contractor agreements including each subcontract and any lower tier subcontract or purchase order that may in turn be made.
  - Collect /review rental agreements for compliance with FHWA.
  - Collect Jobsite Board inspection (monthly) FDOT Form 275-021-10.
  - Obtain EEO Officer FDOT Form No 275-021-13, for contractor and subs at \$10,000.00 and above, and collect approval/registration letter of EEO Officer from EEO office in Tallahassee.
  - Collect contractors' and subcontractors Annual July Reports, if applicable.
  - Conduct a minimum of 4 hours average per working day – inspector assistance should be coordinated upon establishment/approval of the contractor construction baseline schedule
- E. Generation of reports, which may include, but not limited to:**
- NPDES Reports.
  - Building Permits and water management district permit monitoring reports.
  - Maintenance of Traffic Reports.
  - Material Testing reports and documentation.
- F. Conduct/attend meeting relative to project. Which may include, but not limited to:**
- Owner's Monthly- monitoring meeting regarding the contractor's schedule and progress (Frequency can be change/adjusted at the owner's convenience)
  - Construction operations progress meeting. The Inspector will hold a weekly meeting with the contractor field competent person an issue a weekly update.
  - Perform required Employee Interviews Report Labor/EEO complaint FDOT Form No 700-010-63, frequency as per contract amount, as outlines in EEO Compliance Workbook.
  - Conduct site inspections and generate report and photographic log of the work in progress. Inspections may include, but not limited to:

**RFQ No. 20-301**

**Construction Engineering and Inspection Services for Park of Commerce Phase 2 FDOT Lap Project**  
**Scope of Services**

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- Periodic and continuous inspections of the project as the work being performed to ensure contractor's compliance with the project plans, permits and specifications.
  - Review Water Conveyance Package which includes final pressure testing reports, bacteriological testing, as-builts and the Engineer of Record certifications of the new watermains with the Health Department.
  - Inspect the project's site layout survey prior to clearing operation.
  - Inspect the clearing operation, contouring of the trail and its storm water swales.
  - Inspect any utilities associated with the project, whether protecting existing utility lines or installing new.
  - Inspect the preparation of the subbase materials, obtain all test results, direct the contractor to perform additional test as needed, if the area is in question.
  - Inspect installation of the base materials; verify the materials origin (from an FDOT approved source). Obtain all test results; perform additional tests as needed if the areas are in question.
  - Inspect paving operations, verify the material origins (from an FDOT approved source), and obtain all test results.
  - Ensure the contractor compliance with the Buy America requirements per applicable contract specifications.
  - Inspect paving operation, according to FDOT Standards.
  - Inspections may include but not be limited to the installation of sod, landscaping seed, and mulch, fences, signage, benches, drinking fountains, utilities as applicable in the contract documents.
  - Attending substantial completion inspection and generating a list of punch list items.
  - Attending Final Walkthroughs with all stakeholders and provide Final acceptance certification.
- G. Collect/review documentation for processing contractors pay applications, which may include but not limited to:**
- Certification Disbursement of Periodic payment to Subcontractors, FDOT from No: 700-010-38.

**RFQ No. 20-301**  
**Construction Engineering and Inspection Services for Park of Commerce Phase 2 FDOT Lap Project**  
**Scope of Services**

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- Obtain copies of payrolls to verify Davis Bacon Wages/ Consultant will verify that all job classifications are on the approved bid list of job classification and that all rates meet or exceed those rates.
- Certified payrolls form, FDOT Form No: 700-010-69.
- If there are payroll violations, FDOT Form No: 700-010-59.
- Construction Compliance with specification and plans, FDOT Form No: 700-020-02.
- Compile contractor invoices and review to confirm adequate support is received for quantities paid and ensure that invoice amounts match construction activities to date.
- Provide photographs for each pay request to documents complete work (2 copies).

**Deliverable:**

- Monthly report and form package (Include copies of all reports and logs generated, documents received from the contractor forms that may be applicable or the work done during the preceding month, meeting minutes and comments and approvals of any reviewed documents.)

**Performance Measure:** Deliverables will be reviewed by the Department to confirm they are complete, accurate, and timely.

**Subtask 3: Project Close Out**

**Description:**

- A. Collect forms and data from the contractor relative to the project completion. Forms and data may include, but not limited to:
  - Substantial completion inspection/punch list closeout.
  - Document final measure items on the as-built plans.
  - Provide project statement certifying materials on the project upon completion.
  - Assist in completion of Final Inspection Acceptance of Federal Aid Project, FDOT Form No: 525-010-42 (to be completed and signed by the Project Administrator, with a project description, and actual construction cost).
  - Record of Final Plans, FDOT Form No: 700-050-28 and Form No. 525-010-42.
  - Statement of Materials Certifications, with documentation that all deficiencies have been addressed.
  - Explanation of Liquidated Damages (State number of days assessed and damage amount per day with totals).

**RFQ No. 20-301**  
**Construction Engineering and Inspection Services for Park of Commerce Phase 2 FDOT Lap Project**  
**Scope of Services**

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- Certify as-built drawings submitted by the contractor.
  - Close-out the associated Health Department permits.
  - Close-out the associated water management district permits.
  - Close-out of project environmental local permits.
  - Track total payments to the DBE and non-DBE firms for FDOT Closeout.
  - Obtain DEP Substantial completion and final completion forms.
- B.** Collect forms and data from the contractor relative to project completion for project closeout. Forms and data may include, but may not be limited to:
- Signalization & Lighting Items.
  - Locate on as-built plans- track changes on as built.
  - Coordinate inspection and approval by appropriate maintaining agency.
  - Coordinate proper transfer to maintaining agency.
  - Striping/Pavement Marking/Signing.
  - Retro-reflectivity reading certification, FDOT Form No: 700-050-70.
  - Submit signed and sealed set of plans to FDOT District If revisions to plans have been made, submit revised sign, and sealed and dated plans by the Professional Engineer.
  - Provide final estimates of quantities.
  - Provide documentation of coordination with FDOT maintenance unit for punch list inspection.
  - Obtain copies of all materials certifications and upload to LAPIT program by the RCS.
  - Obtain copies of all pay applications and final estimates and upload to LAPIT program by the RCS.

**Deliverable:**

- Final Inspection report and Project Close Out Package. Provide AE certification that the project was completed per the approved plans and specifications.

**Performance Measure:** Deliverables will be reviewed by the Department to confirm they are complete, accurate, and timely.

**RFQ No. 20-301**  
**Construction Engineering and Inspection Services for Park of Commerce Phase 2 FDOT Lap Project**  
**Scope of Services**

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**Project Schedule:**

Activity	Duration (Calendar Days)
Subtask 1:	15 Days
Subtask 2:	270 Days
Subtask 3:	45 Days

# CONTRACT DETAILS

PROJECT NAME:	CEI Services Park of Commerce Phase 2 FDOT Lap Project	
CONTRACT NUMBER:		
AD NUMBER:		
FM NUMBER:	442094-1-58-01	
AMENDMENT #:		
PLANNED START DATE:	6/1/2020	
PLANNED END DATE:	4/27/2021	
PROJECT LENGTH:	10	Months
TYPE OF CONTRACT RATES:	Table 6 only	
Contract Duration Adjustment Factor (CDAF):	0.00%	

DISTRICT:       AFP VERSION:   
LAST UPDATED:

Is this a Task Work Order Contract?

Sequence Number:





Format Table

# WE-UNLOADED

Calculate Work Effort

Consultant	Comp Element	Job Classification	PREM OT	Straight OT	Rate	Hours	Cost	Percent Distribution Per Classification, Per Firm
AE Engineering Inc. Field	Basic Services	CEI Contract Support Specialist	No	No	\$ 45.50	866.25	\$ 39,414.38	29.83%
AE Engineering Inc. Field	Basic Services	CEI Inspector/Engineer Intern	No	No	\$ 23.66	825	\$ 19,519.50	28.41%
AE Engineering Inc. Field	Basic Services	CEI Project Administrator/CEI Project Engineer	No	No	\$ 54.60	866.25	\$ 47,297.25	29.83%
AE Engineering Inc. Field	Basic Services	CEI Res Compliance Specialist	No	No	\$ 27.30	165	\$ 4,504.50	5.68%
AE Engineering Inc. Field	Basic Services	CEI Senior Project Engineer	No	No	\$ 69.16	181.5	\$ 12,552.54	6.25%

# Overtime

Calculate  
Overtime

Consultant	Comp. Element	Rate	O/T%	Fixed Amount	Straight	Premium
AE Engineering Inc. Field	Basic Services	\$ -			\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

No Premium O/T  
No Premium O/T  
No Premium O/T  
No Premium O/T

Total Straight	Total premium
\$ -	\$ -





Click to Create  
Table 6

## Table 6 - Unit Rates

\*No multipliers will be added to the following rates.

Consultant	Item	Unit	Rate
AE Engineering Inc.	CEI Contract Support Specialist Field	HOUR	\$ 125.00
AE Engineering Inc.	CEI Inspector/Engineer Intern Field	HOUR	\$ 65.00
AE Engineering Inc.	CEI Project Administrator/CEI Project Engineer Field	HOUR	\$ 150.00
AE Engineering Inc.	CEI Res Compliance Specialist Field	HOUR	\$ 75.00
AE Engineering Inc.	CEI Senior Project Engineer Field	HOUR	\$ 190.00

# EXECUTIVE BRIEF SPECIAL MEETING

**AGENDA DATE:** June 16, 2020  
Water Utilities

**DEPARTMENT:** Public Works,

**TITLE:**

Agreement with R&D Paving, LLC for construction of the Boutwell Road Lake Worth Park of Commerce – Phase II Project

**SUMMARY:**

This Agreement authorizes R&D Paving, LLC to construct the Boutwell Road Lake Worth Park of Commerce – Phase II Project in the amount of \$2,533,028.77.

**BACKGROUND AND JUSTIFICATION:**

The Boutwell Road Lake Worth Park of Commerce – Phase II Project design was completed and advertised soliciting bids under IFB 20-105. The project includes watermain, forcemain, drainage, roadway and lighting improvements on 4<sup>th</sup> Avenue North, Boutwell Road from Joyce Avenue to Lake Worth Road and 7<sup>th</sup> Avenue North. Three bids were received. The lowest responsive bid for the project for the sum of \$2,533,028.77 was from R&D Paving, LLC. The City reviewed bids and is recommending award of the Bid to R&D Paving, LLC as the lowest responsible, responsive bidder.

This project is partially funded by a Florida Department of Transportation Local Agency Program (LAP) grant. Most of the roadway, drainage and lighting improvements on the project are funded from this grant, which is not to exceed \$3 million. The eligible items for reimbursement from this grant total \$1,952,758, with the remainder of the project funded by the City and a portion of the appropriated sales surtax of \$411,000.

**MOTION:**

Move to approve/disapprove the construction Agreement with R&D Paving, LLC for Boutwell Road Lake Worth Park of Commerce – Phase II Project in the amount of \$2,533,028.77.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Bid Tab  
Compliance Checklist  
FDOT Bid Concurrence  
Agreement  
Bonds

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$580,271	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	\$1,952,758	0	0	0	
Net Fiscal Impact	\$2,533,029	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
304-5020-541.63-15 GRANT REIMBURSABLE	Park of Commerce - Roads	SG 1804	\$707,846		\$1,401,037	
304-5090-538.63-15 GRANT REIMBURSABLE	Park of Commerce - Storm	SG 1804	\$331,578		\$234,025	
304-6034-531.63-15 GRANT REIMBURSABLE	Park of Commerce - Electric	SG 1804	\$625,196		\$317,696	
<b>SUBTOTAL:</b>					<b>\$1,952,758</b>	
SURTAX	Park of Commerce Phase 2- Roads	SG 1804		\$411,000	\$307,598	\$103,402
422-7034-533.63-60	Water/Mains	SG 1804	\$3,664,229	\$393,037.11	\$84,185	\$308,852.11
423-7231-535.63-15	Sewer/Mains	SG 1804	\$1,081,326	\$872,957.15	\$56,893	\$816,064.15
428-5090-538.63-15	Storm - Infrastructure	SG 1804	\$1,042,128	\$200,720.45	\$131,595	\$69,125.45

<b>SUBTOTAL:</b>					<b>\$580,271</b>	
<b>TOTAL:</b>					<b>\$2,533,029</b>	

**C. Department Fiscal Review:**\_\_\_\_\_

Brian Shields, P.E. – Director  
Bruce Miller – Finance Director  
Christy Goddeau – City Attorney  
Michael Bornstein – City Manager

**Bid Tabulation**  
**City of Lake Worth Beach**  
**IFB 20-105 Park of Commerce Phase II LAP Project**  
**4/9/2020 - 3:00 PM E.S.T.**

\* Denotes a rounding difference of one (1) cent.

		R & D PAVING, LLC				FOSTER MARINE CONTRACTORS, INC.				ROSSO SITE DEVELOPMENT, INC.			
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT	QUANTITY	UNIT COST	TOTAL COST
GC-1/GC-2	GENERAL CONDITIONS/MOBILIZATION	LS	1	\$318,000.00	\$318,000.00	LS	1	\$320,000.00	\$320,000.00	LS	1	\$564,428.85	\$564,428.85
GC-3A	MAINTENANCE OF TRAFFIC - BOUTWELL ROAD	LS	1	\$30,000.00	\$30,000.00	LS	1	\$160,000.00	\$160,000.00	LS	1	\$150,691.04	\$150,691.04
GC-3B	MAINTENANCE OF TRAFFIC - 4TH AVE NORTH	LS	1	\$5,500.00	\$5,500.00	LS	1	\$25,000.00	\$25,000.00	LS	1	\$17,238.12	\$17,238.12
GC-3C	MAINTENANCE OF TRAFFIC - 7TH AVE NORTH	LS	1	\$16,500.00	\$16,500.00	LS	1	\$10,000.00	\$10,000.00	LS	1	\$15,064.64	\$15,064.64
GC-4	PROFESSIONAL VIDEO TAPING	LS	1	\$1,800.00	\$1,800.00	LS	1	\$3,000.00	\$3,000.00	LS	1	\$5,329.15	\$5,329.15
GC-5	CONSTRUCTION PERMIT ALLOWANCE	AL	1	<b>\$10,000.00</b>	\$10,000.00	AL	1	<b>\$10,000.00</b>	\$10,000.00	AL	1	<b>\$10,000.00</b>	\$10,000.00
<b>MR PLANS</b>	<b>BOUTWELL ROAD &amp; 4TH AVENUE NORTH</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
DM-1	CLEARING & GRUBBING (INC. ASPHALT PAVEMENT AND BASE)	AC	2.5	\$24,724.00	\$61,810.00	AC	2.5	\$30,000.00	\$75,000.00	AC	2.5	\$86,748.95	\$216,872.38
DM-2	CONCRETE PAVEMENT REMOVAL	SY	546	\$37.55	\$20,502.30	SY	546	\$13.00	\$7,098.00	SY	546	\$15.90	\$8,681.40
DM-3	REMOVE EXISTING SIGNAGE	LS	1	\$1,500.00	\$1,500.00	LS	1	\$2,500.00	\$2,500.00	LS	1	\$1,687.50	\$1,687.50
R-1	REGULAR EXCAVATION (NET)	CY	3587	\$11.00	\$39,457.00	CY	3587	\$20.00	\$71,740.00	CY	3587	\$19.54	\$70,089.98
R-2	1 1/2" TYPE SP-12.5 ASPHALT CONCRETE (1 LIFT)	TN	482	\$122.85	\$59,213.70	TN	482	\$160.00	\$77,120.00	TN	482	\$180.70	\$87,097.40
R-3	1" TYPE SP-9.5 ASPHALT CONCRETE (1 LIFT)	TN	466	\$125.00	\$58,250.00	TN	466	\$165.00	\$76,890.00	TN	466	\$148.50	\$69,201.00
R-4	1" TYPE SP-9.5 STAMPED ASPHALT CONCRETE (1 LIFT)	TN	54	\$2,260.00	\$122,040.00	TN	54	\$1,850.00	\$99,900.00	TN	54	\$2,387.25	\$128,911.50
R-5	12" ROCK BASE COURSE (2 LIFTS)	SY	7072	\$22.25	\$157,352.00	SY	7072	\$23.50	\$166,192.00	SY	7072	\$20.63	\$145,895.36
R-6	12" STABILIZED SUBGRADE	SY	7316	\$7.75	\$56,699.00	SY	7316	\$6.00	\$43,896.00	SY	7316	\$9.50	\$69,502.00
R-7	TYPE F CURB AND GUTTER	LF	3523	\$31.55	\$111,150.65	LF	3523	\$22.00	\$77,506.00	LF	3523	\$24.45	\$86,137.35
R-8	MODIFIED TYPE E CURB AND GUTTER	LF	1204	\$36.75	\$44,247.00	LF	1204	\$25.00	\$30,100.00	LF	1204	\$30.60	\$36,842.40
R-9	CONCRETE SIDEWALK (4"THICK)	SY	1196	\$50.65	\$60,577.40	SY	1196	\$48.00	\$57,408.00	SY	1196	\$44.25	\$52,923.00
R-10	CONCRETE SIDEWALK (6"THICK) (INC. DRIVEWAY APRONS)	SY	203	\$76.05	\$15,438.15	SY	203	\$56.00	\$11,368.00	SY	203	\$75.64	\$15,354.92
R-11	CONCRETE SHOULDER STABILIZATION (6" THICK)	SY	552	\$70.60	\$38,971.20	SY	552	\$56.00	\$30,912.00	SY	552	\$56.95	\$31,436.40
R-12	PREFORMED DETECTABLE WARNING SURFACES	EA	7	\$570.00	\$3,990.00	EA	7	\$600.00	\$4,200.00	EA	7	\$110.55	\$773.85
R-13	ADJUST VALVE BOXES	EA	13	\$385.00	\$5,005.00	EA	13	\$300.00	\$3,900.00	EA	13	\$216.74	\$2,817.62
R-14	MILL EXISTING ASPHALT PAVEMENT (1" DEPTH)	SY	3620	\$3.20	\$11,584.00	SY	3620	\$2.90	\$10,498.00	SY	3620	\$2.14	\$7,746.80
R-15	ADJUST EXISTING MANHOLE	EA	2	\$495.00	\$990.00	EA	2	\$750.00	\$1,500.00	EA	2	\$337.50	\$675.00

D-1	REMOVE EXISTING DRAINAGE STRUCTURES	EA	5	\$1,980.00	\$9,900.00	EA	5	\$1,350.00	\$6,750.00	EA	5	\$2,147.66	\$10,738.30
D-2	VALLEY GUTTER INLET	EA	1	\$6,820.00	\$6,820.00	EA	1	\$5,800.00	\$5,800.00	EA	1	\$4,634.37	\$4,634.37
D-3	TYPE P-5 INLET	EA	3	\$7,150.00	\$21,450.00	EA	3	\$5,800.00	\$17,400.00	EA	3	\$6,225.53	\$18,676.59
D-4	TYPE P-6 INLET	EA	3	\$7,590.00	\$22,770.00	EA	3	\$6,500.00	\$19,500.00	EA	3	\$6,728.21	\$20,184.63
D-5	TYPE P-7 MANHOLE	EA	2	\$6,270.00	\$12,540.00	EA	2	\$6,200.00	\$12,400.00	EA	2	\$4,352.69	\$8,705.38
D-6	RELOCATE EXISTING DRAINAGE STRUCTURES	EA	2	\$3,960.00	\$7,920.00	EA	2	\$3,700.00	\$7,400.00	EA	2	\$3,195.06	\$6,390.12
D-7	MODIFY EXISTING STORM INLETS	EA	3	\$4,500.00	\$13,500.00	EA	3	\$3,800.00	\$11,400.00	EA	3	\$6,326.52	\$18,979.56
D-8	CONNECT TO EXISTING STRUCTURE	EA	3	\$1,430.00	\$4,290.00	EA	3	\$3,300.00	\$9,900.00	EA	3	\$3,057.66	\$9,172.98
D-9	18" REINFORCED CONCRETE PIPE	LF	763	\$145.00	\$110,635.00	LF	763	\$85.00	\$64,855.00	LF	763	\$150.57	\$114,884.91
D-10	24" REINFORCED CONCRETE PIPE	LF	125	\$193.60	\$24,200.00	LF	125	\$128.00	\$16,000.00	LF	125	\$126.66	\$15,832.50
D-11	DESILTING EXISTING PIPE, 0"-36"	LF	1,820	\$13.20	\$24,024.00	LF	1,820	\$8.00	\$14,560.00	LF	1,820	\$5.63	\$10,246.60
S-1	REFLECTIVE PAVEMENT MARKERS (WHITE/RED)	EA	53	\$4.70	\$249.10	EA	53	\$5.50	\$291.50	EA	53	\$4.78	\$253.34
S-2	REFLECTIVE PAVEMENT MARKERS (AMBER/AMBER)	EA	268	\$4.70	\$1,259.60	EA	268	\$5.50	\$1,474.00	EA	268	\$4.78	\$1,281.04
S-3	REFLECTIVE PAVEMENT MARKERS (BLUE/BLUE)	EA	6	\$4.70	\$28.20	EA	6	\$5.50	\$33.00	EA	6	\$4.78	\$28.68
S-4	6" SOLID THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	EA	5,870	\$0.85	\$4,989.50	EA	5,870	\$1.30	\$7,631.00	EA	5,870	\$0.90	\$5,283.00
S-5	12" SOLID THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	LF	360	\$2.80	\$1,008.00	LF	360	\$2.70	\$972.00	LF	360	\$2.87	\$1,033.20
S-6	24" SOLID THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	LF	149	\$5.50	\$819.50	LF	149	\$8.50	\$1,266.50	LF	149	\$5.63	\$838.87
S-7	6" SKIP (6'-10') THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	LF	895	\$0.85	\$760.75	LF	895	\$1.00	\$895.00	LF	895	\$0.90	\$805.50
S-8	6" SOLID THERMOPLASTIC PAVEMENT MARKINGS (YELLOW)	EA	4,522	\$0.85	\$3,843.70	EA	4,522	\$1.30	\$5,878.60	EA	4,522	\$0.90	\$4,069.80
S-9	18" SOLID THERMOPLASTIC PAVEMENT MARKINGS (YELLOW)	EA	130	\$3.55	\$461.50	EA	130	\$4.20	\$546.00	EA	130	\$3.66	\$475.80
S-10	6" SKIP (2'-4') THERMOPLASTIC PAVEMENT MARKINGS (YELLOW)	EA	180	\$0.85	\$153.00	EA	180	\$1.00	\$180.00	EA	180	\$0.90	\$162.00
S-11	DIRECTIONAL ARROWS	LF	12	\$60.50	\$726.00	LF	12	\$90.00	\$1,080.00	LF	12	\$61.88	\$742.56
S-12	REGULATORY SIGNS	LF	8	\$550.00	\$4,400.00	LF	8	\$800.00	\$6,400.00	LF	8	\$562.50	\$4,500.00
S-13	WARNING SIGNS	LF	3	\$357.50	\$1,072.50	LF	3	\$330.00	\$990.00	LF	3	\$365.63	\$1,096.89
S-14	OBJECT MARKER SIGNS	GLF	6	\$495.00	\$2,970.00	GLF	6	\$220.00	\$1,320.00	GLF	6	\$506.25	\$3,037.50
W-1	8" PVC WATERMAIN	LF	224	\$53.90	\$12,073.60	LF	224	\$50.00	\$11,200.00	LF	224	\$72.92	\$16,334.08
W-2	8" DIP WATERMAIN	LF	20	\$59.50	\$1,190.00	LF	20	\$80.00	\$1,600.00	LF	20	\$123.22	\$2,464.40
W-3	8" GATE VALVES	GLF	2	\$2,640.00	\$5,280.00	GLF	2	\$2,500.00	\$5,000.00	GLF	2	\$4,191.94	\$8,383.88
W-4	CONNECT TO EXISTING WATERMAIN	EA	2	\$2,750.00	\$5,500.00	EA	2	\$2,500.00	\$5,000.00	EA	2	\$1,359.27	\$2,718.54
W-5	FIRE HYDRANT ASSEMBLY	AS	1	\$4,500.00	\$4,500.00	AS	1	\$5,200.00	\$5,200.00	AS	1	\$3,991.15	\$3,991.15
W-6	SAMPLE POINTS	AS	2	\$880.00	\$1,760.00	AS	2	\$720.00	\$1,440.00	AS	2	\$1,184.61	\$2,369.22

W-7	12" PVC WATERMAIN HORIZONTAL ADJUSTMENT	AS	1	\$6,820.00	\$6,820.00	AS	1	\$7,500.00	\$7,500.00	AS	1	\$10,047.94	\$10,047.94
F-1	4" PVC FORCEMAIN	LF	12	\$50.50	\$606.00	LF	12	\$50.00	\$600.00	LF	12	\$138.20	\$1,658.40
F-2	4" DIP FORCEMAIN	LF	17	\$87.00	\$1,479.00	LF	17	\$70.00	\$1,190.00	LF	17	\$236.73	\$4,024.41
F-3	6" PVC FORCEMAIN	LF	315	\$44.00	\$13,860.00	LF	315	\$35.00	\$11,025.00	LF	315	\$54.64	\$17,211.60
F-4	6" DIP FORCEMAIN	LF	20	\$71.50	\$1,430.00	LF	20	\$70.00	\$1,400.00	LF	20	\$201.94	\$4,038.80
F-5	CONNECT TO EXISTING FORCEMAIN	EA	3	\$2,420.00	\$7,260.00	EA	3	\$2,200.00	\$6,600.00	EA	3	\$1,545.62	\$4,636.86
F-6	ABANDON IN-PLACE EXISTING FORCEMAIN	LF	412	\$17.60	\$7,251.20	LF	412	\$7.50	\$3,090.00	LF	412	\$13.93	\$5,739.16
F-7	BYPASS PUMPING (VAC TRUCK)	LS	1	\$3,850.00	\$3,850.00	LS	1	\$2,000.00	\$2,000.00	LS	1	\$5,625.00	\$5,625.00
L-1	QV/QUERCUS VIRGINIANA/LIVE OAK TREES (25' HEIGHT, 8' C.T.)	EA	2	\$4,460.00	\$8,920.00	EA	2	\$3,600.00	\$7,200.00	EA	2	\$2,700.00	\$5,400.00
L-2	VM/VEITCHIA MONTGOMERYANA/MONTGOMERY PALMS (14' G.W.)	EA	5	\$765.00	\$3,825.00	EA	5	\$6,500.00	\$32,500.00	EA	5	\$900.00	\$4,500.00
L-3	RE/ROYSTONEA ELATA/ROYAL PALMS (18' GRAY WOOD HEIGHT)	EA	14	\$2,725.00	\$38,150.00	EA	14	\$130.00	\$1,820.00	EA	14	\$1,822.50	\$25,515.00
L-4	SP/SABAL PALMETTO/SABAL PALMS (12' TO 18' C.T. HT. STAGGERED)	EA	5	\$425.00	\$2,125.00	EA	5	\$72.00	\$360.00	EA	5	\$281.25	\$1,406.25
L-5	SP1/SABAL PALMETTO/SABAL PALMS (24' C.T. HT. 'S' CURVE)	EA	1	\$655.00	\$655.00	EA	1	\$1,200.00	\$1,200.00	EA	1	\$281.25	\$281.25
L-6	TRF/TRIPSACUM FLORIDANUM/GAMMA GRASS (3 GAL.)	EA	25	\$15.65	\$391.25	EA	25	\$12.00	\$300.00	EA	25	\$9.00	\$225.00
L-7	VER/GANDULARIA MARITIMA/BEACH VERBENA (1 GAL.)	EA	450	\$21.70	\$9,765.00	EA	450	\$7.50	\$3,375.00	EA	450	\$5.63	\$2,533.50
L-8	SOD (FLORITAM)	SY	1,235	\$5.45	\$6,730.75	SY	1,235	\$16.00	\$19,760.00	SY	1,235	\$7.07	\$8,731.45
L-9	SOD (BAHIA)	SY	260	\$5.45	\$1,417.00	SY	260	\$46.00	\$11,960.00	SY	260	\$6.24	\$1,622.40
L-10	IRRIGATION SYSTEM	LS	1	\$50,250.00	\$50,250.00	LS	1	\$44,500.00	\$44,500.00	LS	1	\$41,247.11	\$41,247.11
L-11	ROOT BARRIER	LF	580	\$25.00	\$14,500.00	LF	580	\$15.00	\$8,700.00	LF	580	\$13.50	\$7,830.00
L-12	PLANTING AMENITIES	AL	1	\$6,000.00	\$6,000.00	AL	1	\$6,000.00	\$6,000.00	AL	1	\$6,000.00	\$6,000.00
L-13	OFF SITE VEGETATION REPLACEMENT	AL	1	\$10,000.00	\$10,000.00	AL	1	\$10,000.00	\$10,000.00	AL	1	\$10,000.00	\$10,000.00
E-1	PEDESTRIAN LIGHT POLE AND FIXTURE	EA	33	\$7,325.00	\$241,725.00	EA	33	\$9,500.00	\$313,500.00	EA	33	\$7,491.38	\$247,215.54
E-2	1" CONDUIT	LF	5,230	\$7.20	\$37,656.00	LF	5,230	\$13.50	\$70,605.00	LF	5,230	\$7.37	\$38,545.10
E-3	#6 WIRE	LF	15,990	\$1.05	\$16,789.50	LF	15,990	\$1.60	\$25,584.00	LF	15,990	\$1.08	\$17,269.20
E-4	PULL BOXES	EA	35	\$615.00	\$21,525.00	EA	35	\$1,550.00	\$54,250.00	EA	35	\$632.25	\$22,128.75
A-1	ALLOWANCE FOR MATERIAL TESTING	AL	1	\$20,000.00	\$20,000.00	AL	1	\$20,000.00	\$20,000.00	AL	1	\$20,000.00	\$20,000.00
A-2	ALLOWANCE FOR UTILITY CONFLICT ADJUSTMENTS	AL	1	\$20,000.00	\$20,000.00	AL	1	\$20,000.00	\$20,000.00	AL	1	\$20,000.00	\$20,000.00
A-3	ALLOWANCE FOR DRAINAGE CONFLICT ADJUSTMENTS	AL	1	\$20,000.00	\$20,000.00	AL	1	\$20,000.00	\$20,000.00	AL	1	\$20,000.00	\$20,000.00
<b>WGI PLANS</b>	<b>7TH AVENUE NORTH</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
DM-1	CLEARING & GRUBBING (INC. ASPHALT PAVEMENT & BASE)	AC	1.07	\$19,626.00	\$20,999.82	AC	1.07	\$30,000.00	\$32,100.00	AC	1.07	\$38,076.53	\$40,741.89

DM-2	CONCRETE PAVEMENT REMOVAL	SY	91	\$60.00	\$5,460.00	SY	91	\$13.50	\$1,228.50	SY	91	\$11.40	\$1,037.40
DM-3	REMOVE EXISTING SIGNAGE	LS	1	\$1,100.00	\$1,100.00	LS	1	\$1,500.00	\$1,500.00	LS	1	\$1,237.50	\$1,237.50
R-2	1-1/2" TYPE SP-12.5 ASPHALT PAVEMENT (1 LIFT)	TN	206	\$138.00	\$28,428.00	TN	206	\$200.00	\$41,200.00	TN	206	\$141.75	\$29,200.50
R-3	1" TYPE SP-9.5 ASPHALT PAVEMENT (1 LIFT)	TN	137	\$125.00	\$17,125.00	TN	137	\$190.00	\$26,030.00	TN	137	\$157.50	\$21,577.50
R-5	12" ROCK BASE COURSE (2 LIFTS)	SY	2,490	\$22.40	\$55,776.00	SY	2,490	\$24.00	\$59,760.00	SY	2,490	\$22.80	\$56,772.00
R-6	12" STABILIZED SUBGRADE	SY	2,490	\$11.05	\$27,514.50	SY	2,490	\$6.00	\$14,940.00	SY	2,490	\$11.55	\$28,759.50
R-7	TYPE F CURB AND GUTTER	LF	1,018	\$32.65	\$33,237.70	LF	1,018	\$22.00	\$22,396.00	LF	1,018	\$26.38	\$26,854.84
R-9	CONCRETE SIDEWALK (4" THICK)	SY	664	\$51.45	\$34,162.80	SY	664	\$52.00	\$34,528.00	SY	664	\$43.94	\$29,176.16
R-10	CONCRETE SIDEWALK (6" THICK) (INC. DRIVEWAY APRONS)	SY	270	\$83.65	\$22,585.50	SY	270	\$57.00	\$15,390.00	SY	270	\$71.87	\$19,404.90
R-13	ADJUST VALVE BOXES	EA	1	\$385.00	\$385.00	EA	1	\$300.00	\$300.00	EA	1	\$216.74	\$216.74
R-14	MILL EXISTING ASPHALT PAVEMENT (1" DEPTH)	SY	2,221	\$3.20	\$7,107.20	SY	2,221	\$3.60	\$7,995.60	SY	2,221	\$3.26	\$7,240.46
R-15	VALLEY GUTTER	LF	429	\$32.70	\$14,028.30	LF	429	\$22.00	\$9,438.00	LF	429	\$26.41	\$11,329.89
R-16	ALUMINUM GUIDERAIL	LF	15	\$170.00	\$2,550.00	LF	15	\$200.00	\$3,000.00	LF	15	\$168.75	\$2,531.25
D-1	REMOVE EXISTING DRAINAGE STRUCTURES	EA	3	\$935.00	\$2,805.00	EA	3	\$1,000.00	\$3,000.00	EA	3	\$1,552.15	\$4,656.45
D-2	INLETS, CURB, TYPE P BOX WITH VALLEY GUTTER	EA	2	\$5,060.00	\$10,120.00	EA	2	\$5,800.00	\$11,600.00	EA	2	\$4,595.65	\$9,191.30
D-3	INLETS, CURB, TYPE P-5	EA	5	\$7,370.00	\$36,850.00	EA	5	\$5,800.00	\$29,000.00	EA	5	\$5,284.56	\$26,422.80
D-5	MANHOLES, TYPE P-7	EA	1	\$8,140.00	\$8,140.00	EA	1	\$6,200.00	\$6,200.00	EA	1	\$4,806.56	\$4,806.56
D-7	MODIFY EXISTING STRUCTURE	EA	2	\$3,400.00	\$6,800.00	EA	2	\$2,000.00	\$4,000.00	EA	2	\$2,753.07	\$5,506.14
D-8	CONNECT PIPE TO EXISTING STRUCTURE	EA	2	\$2,090.00	\$4,180.00	EA	2	\$3,000.00	\$6,000.00	EA	2	\$2,327.65	\$4,655.30
D-9	18" REINFORCED CONCRETE PIPE	LF	20	\$210.00	\$4,200.00	LF	20	\$100.00	\$2,000.00	LF	20	\$265.35	\$5,307.00
D-11	DESILTING EXISTING PIPE, 0" - 24"	LF	650	\$12.00	\$7,800.00	LF	650	\$8.00	\$5,200.00	LF	650	\$5.63	\$3,659.50
D-12	CONCRETE ENDWALL	EA	1	\$4,000.00	\$4,000.00	EA	1	\$7,000.00	\$7,000.00	EA	1	\$5,692.88	\$5,692.88
S-1	REFLECTIVE PAVEMENT MARKINGS (WHITE/RED)	EA	38	\$4.70	\$178.60	EA	38	\$5.50	\$209.00	EA	38	\$4.78	\$181.64
S-2	REFLECTIVE PAVEMENT MARKINGS (AMBER/AMBER)	EA	14	\$4.70	\$65.80	EA	14	\$5.50	\$77.00	EA	14	\$4.78	\$66.92
S-3	REFLECTIVE PAVEMENT MARKINGS (BLUE/BLUE)	EA	2	\$4.70	\$9.40	EA	2	\$5.50	\$11.00	EA	2	\$4.78	\$9.56
S-4	6" SOLID THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	LF	1,596	\$0.85	\$1,356.60	LF	1,596	\$1.30	\$2,074.80	LF	1,596	\$0.90	\$1,436.40
S-6	24" SOLID THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	LF	382	\$5.50	\$2,101.00	LF	382	\$8.50	\$3,247.00	LF	382	\$5.63	\$2,150.66
S-7	6" SKIP (6'-10') THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	GLF	180	\$0.85	\$153.00	GLF	180	\$1.00	\$180.00	GLF	180	\$0.90	\$162.00
S-8	6" SOLID THERMOPLASTIC PAVEMENT MARKINGS (YELLOW)	LF	1,450	\$0.85	\$1,232.50	LF	1,450	\$1.30	\$1,885.00	LF	1,450	\$0.90	\$1,305.00
S-9	18" SOLID THERMOPLASTIC PAVEMENT MARKINGS (YELLOW)	LF	190	\$3.60	\$684.00	LF	190	\$4.20	\$798.00	LF	190	\$3.66	\$695.40
S-11	DIRECTIONAL ARROWS	EA	2	\$60.50	\$121.00	EA	2	\$90.00	\$180.00	EA	2	\$61.88	\$123.76

S-12	REGULATORY SIGNS	AS	11	\$550.00	\$6,050.00	AS	11	\$800.00	\$8,800.00	AS	11	\$562.50	\$6,187.50		
S-15	ENHANCED SIGNING ASSEMBLIES	AS	2	\$2,860.00	\$5,720.00	AS	2	\$15,500.00	\$31,000.00	AS	2	\$2,925.00	\$5,850.00		
W-2A	6" PVC (C900) WATERMAIN	LF	10	\$85.00	\$850.00	LF	10	\$80.00	\$800.00	LF	10	\$210.89	\$2,108.90		
W-4	CONNECT TO EXISTING 6" WATERMAIN	EA	2	\$2,750.00	\$5,500.00	EA	2	\$900.00	\$1,800.00	EA	2	\$1,809.96	\$3,619.92		
W-5	FIRE HYDRANT ASSEMBLY	AS	2	\$4,500.00	\$9,000.00	AS	2	\$4,100.00	\$8,200.00	AS	2	\$3,198.13	\$6,396.26		
A-1	ALLOWANCE FOR MATERIAL TESTING	AL	1	\$10,000.00	\$10,000.00	AL	1	\$10,000.00	\$10,000.00	AL	1	\$10,000.00	\$10,000.00		
				<b>Grand Total:</b>	<b>\$2,533,028.77</b>					<b>Grand Total:</b>	<b>\$2,738,177.50</b>			<b>Grand Total:</b>	<b>\$3,033,418.14</b>

<b>Compliance Checklist</b>
<b>City of Lake Worth Beach</b>
<b>IFB 20-105 Park of Commerce Phase II LAP Project</b>
<b>4/9/2020 - 3:00 PM E.S.T.</b>

\*Vendor did not include a Bid package with their submittal.

Item	Description	R & D PAVING, LLC	FOSTER MARINE CONTRACTORS, INC.	ROSSO SITE DEVELOPMENT, INC.	B&B UNDERGROUND CONSTRUCTION, INC.
<b>A</b>	Required Bid Security	X - 5% Bid Bond Submitted	X - 5% Bid Bond Submitted	X - 5% Bid Bond Submitted	Did Not Submit
<b>B</b>	Unit Price Schedule	X	X	X	Did Not Submit
<b>C</b>	Trench Safety Affidavit	X	X	X	Did Not Submit
<b>D</b>	Schedule of Subcontractors	X	X	X	Did Not Submit
<b>E</b>	Schedule of Suppliers, Equipment and Materials	X	X	X	Did Not Submit
<b>F</b>	Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes	X	X	X	Did Not Submit
<b>G</b>	Certification of Drug Free Workplace Program	X	X	X	Did Not Submit
<b>H</b>	Bidder's Qualification Questionnaire	X	X	X	Did Not Submit
<b>I</b>	Campaign Contribution Form	X	Did Not Submit	X	Did Not Submit
<b>J</b>	Scrutinized Companies Certification Form	X	Did Not Submit	X	Did Not Submit
<b>K</b>	Certification Regarding Debarment	X	Did Not Submit	X	Did Not Submit
<b>L</b>	LAP Certification of Current Capacity	X	Did Not Submit	X	Did Not Submit
<b>M</b>	Certification for Disclosure of Lobbying Activities	X	Did Not Submit	X	Did Not Submit
<b>N</b>	Additional documents	X	X	X	Did Not Submit



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.  
SECRETARY

May 1st, 2020

Michael Bornstein  
City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460

**RE.: Bid Concurrence for G1J19 442094-1-58-01; Boutwell Rd from SR-802/Lake Worth Rd to 7<sup>th</sup> Ave North.**

Dear Mr. Bornstein:

The Department is in receipt of the City of Lake Worth Beach's recommendation to award the above referenced project. The bid tabulation documents award to the lowest responsive, responsible bidder. The City of Lake Worth Beach was responsible for the pre-qualification criteria used for the prospective bidders, with the understanding that the evaluation was based on the contractor's ability to perform the work, experience, personnel, equipment, financial resources, and performance record.

Based on the information provided, FDOT concurs with the City of Lake Worth Beach's selection of R & D Paving, LLC, with a total base bid amount of **\$2,533,028.77**. The low bidder is not suspended or debarred as confirmed with the System of Award Management (<https://www.sam.gov/portal/public/SAM/>).

The following items are considered non-eligible for payment:

<u>Boutwell Road and 4<sup>th</sup> Avenue North</u>			
<u>Item#</u>	<u>Description</u>	<u>Quantity/ Unit</u>	<u>Total Amount</u>
GC-3C	Maintenance of Traffic – 7 <sup>th</sup> Avenue North	1 LS	\$ 16,500.00
GC-4	Professional Video Taping	1 LS	\$ 1,800.00
GC-5	Construction Permits Allowance	1 AL	\$ 10,000.00
R-13	Adjust Valve Box	13 EA	\$ 5,005.00
D-11	Desilting Existing Pipe, 0"-36"	1820 LF	\$ 24,024.00
W-1	8" PVC Watermain	224 LF	\$ 12,073.60
W-2	8" DIP Watermain	20 LF	\$ 1,190.00
W-3	8" Gate Valves	2 EA	\$ 5,280.00
W-4	Connect to Existing Watermain	2 EA	\$ 5,500.00
W-5	Fire Hydrant Assembly	1 AS	\$ 4,500.00
W-6	Sample Points	2 AS	\$ 1,760.00
W-7	12" PVC Watermain Horizontal Adjustment	1 AS	\$ 6,820.00
F-1	4" PVC Forcemain	12 LF	\$ 606.00
F-2	4" DIP Forcemain	17 LF	\$ 1,479.00
F-3	6" PVC Forcemain	315 LF	\$ 13,860.00
F-4	6" DIP Forcemain	20 LF	\$ 1,430.00
F-5	Connect to Existing Forcemain	3 EA	\$ 7,260.00
F-6	Abandon In-Place Existing Forcemain	412 LF	\$ 7,251.20
F-7	Bypass Pumping (Vac Truck)	1 LS	\$ 3,850.00
A-1	Allowance for Material Testing	1 AL	\$ 20,000.00
A-2	Allowance for Utility Conflict Adjustments	1 AL	\$ 20,000.00
A-3	Allowance for Drainage Conflicts Adjustments	1 AL	\$ 20,000.00
<u>7<sup>th</sup> Avenue North</u>			
<u>Item#</u>	<u>Description</u>	<u>Quantity/ Unit</u>	<u>Total Amount</u>
DM-1	Clearing & Grubbing (Inc. Asphalt Pavement & Base)	1.07 AC	\$ 20,999.82
DM-2	Concrete Pavement Removal	91 SY	\$ 5,460.00
DM-3	Remove Existing Signage	1 LS	\$ 1,100.00
R-2	1-1/2" Type SP-12.5 Asphalt Pavement (1 Lift)	206 TN	\$ 28,428.00
R-3	1" Type SP-9.5 Asphalt Pavement (1 Lift)	137 TN	\$ 17,125.00

*Improve Safety, Enhance Mobility, Inspire Innovation*

[www.fdot.gov](http://www.fdot.gov)

R-5	12" Rock Base Course (2 Lifts)	2,490 SY	\$ 55,776.00
R-6	12" Stabilized Subgrade	2,490 SY	\$ 27,514.50
R-7	Type F Curb and Gutter	1,018 LF	\$ 33,237.70
R-9	Concrete Sidewalk (4" Thick)	664 SY	\$ 34,162.80
R-10	Concrete Sidewalk (6" Thick) (Inc. Driveway Apron)	270 SY	\$ 22,585.50
R-13	Adjust Valve Boxes	1 EA	\$ 385.00
R-14	Mill Existing Asphalt Pavement (1" Depth)	2,221 SY	\$ 7,107.20
R-15	Valley Gutter	429 LF	\$ 14,028.30
R-16	Aluminum Guiderail	15 LF	\$ 2,550.00
D-1	Remove Existing Drainage Structure	3 EA	\$ 2,805.00
D-2	Inlets, Curb, Type P Box with Valley Gutter	2 EA	\$ 10,120.00
D-3	Inlets, Curb, Type P-5	5 EA	\$ 36,850.00
D-5	Manholes, Type P-7	1 EA	\$ 8,140.00
D-7	Modify Existing Structure	2 EA	\$ 6,800.00
D-8	Connect Pipe to Existing Structure	2 EA	\$ 4,180.00
D-9	18" Reinforced Concrete Pipe	20 LF	\$ 4,200.00
D-11	Desilting Existing Pipe, 0"-24"	650 LF	\$ 7,800.00
D-12	Concrete Endwall	1 EA	\$ 4,000.00
S-1	Reflective Pavement Markings (White/Red)	38 EA	\$ 178.60
S-2	Reflective Pavement Markings (Amber/Amber)	14 EA	\$ 65.80
S-3	Reflective Pavement Markings (Blue/Blue)	2 EA	\$ 9.40
S-4	6" Solid Thermoplastic Pavement Markings (White)	1,596 LF	\$ 1,356.60
S-6*	24" Solid Thermoplastic Pavement Markings (White)	114 LF	\$ 627.00
S-7	6" Skip (6'-10') Thermoplastic Pavement Markings (White)	180 LF	\$ 153.00
S-8	6" Solid Thermoplastic Pavement Markings (Yellow)	1,450 LF	\$ 1,232.50
S-9	18" Solid Thermoplastic Pavement Markings (Yellow)	190 LF	\$ 684.00
S-11	Directional Arrows	2 EA	\$ 121.00
S-12*	Regulatory Signs	9 AS	\$ 4,950.00
W-2A	6" PVC (C900) Watermain	10 LF	\$ 850.00
W-4	Connect to Existing 6" Watermain	2 EA	\$ 5,500.00
W-5	Fire Hydrant Assembly	2 AS	\$ 9,000.00
A-1	Allowance for Material Testing	1 AL	\$ 10,000.00
*A portion of this pay item is participating		<b>Total</b>	<b>\$ 580,271.52</b>

Only eligible items can be reimbursed up to the amount programmed of **\$1,952,758.00** for construction. A Supplemental Agreement (SA) will be sent to the City of Lake Worth Beach to reconcile project funds to match the project bid tab. Be advised, negotiations with the contractor are not permitted during the award or execution period of the contracting process. Any changes to the contract bid items or quantities must be requested in writing and approved by the Department.

**Please provide the Department a copy of the contract between the City of Lake Worth Beach and the contractor for final review prior to execution. The City of Lake Worth Beach must create the construction contract screens and upload the executed construction contract in LAPIT prior to scheduling a pre-construction meeting. All Change Orders must be approved by the Department prior to execution.**

Please let me know if you have any questions.

Sincerely,

DocuSigned by:  
*Sabrina Aubery*  
Sabrina Aubery, P.E.  
Program Administration Engineer  
Program Management Office - District Four

cc: Julie Parham – City of Lake Worth Beach  
Giles Rhoad – City of Lake Worth Beach  
D4 Work Program – FDOT Program Management  
Deborah Ihsan / Stacy Sasala – FDOT Construction  
Michael Kim – FDOT Materials Lab  
James Lewis – FDOT Operations  
File

**FDOT LOCAL AGENCY PROGRAM (LAP)**  
**Financial Project ID: 442094-1-58-01**  
**City Finance Project #SG1804**  
**IFB # 20-105**

**00500**  
**AGREEMENT**

THIS AGREEMENT is dated and will be effective on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, by and between the City of Lake Worth Beach (hereinafter called Owner) and R & D Paving, LLC (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Roadway and infrastructure improvements in the Lake Worth Beach Park of Commerce.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: Boutwell Road – Lake Worth Park of Commerce Phase 2.

**ARTICLE 2. ENGINEER**

The Project has been designed by Mock Roos & Associates, Inc. and WGI, INC., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME.**

3.1 The Work will be substantially completed within 240 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 270 days from the date when the Contract Time commences to run.

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

**3.3 LIQUIDATED DAMAGES. As stated in FDOT Division 1 Specifications.**

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

**AGREEMENT**  
**00500-1**

#### ARTICLE 4. CONTRACT PRICE.

4.1 Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

A. For all Work other than Unit Price Work, a lump sum of: N/A

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

TOTAL OF ALL UNIT PRICES Two Million Five Hundred Thirty Three Thousand Twenty Eight Dollars and Seventy Seven Cents (\$2,533,028.77)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered GC-1/GC-2 to A-1.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10<sup>th</sup> day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

90% of Work completed.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in the General Conditions).

95% of the work complete after the Contractor has completed over 50% of the Work.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 98% of the Contract Price, less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, and settlement of all claims, including liquidated damages, if any, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

#### **ARTICLE 6. INTEREST.**

6.1 All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at the rate of 1 percent per month in accordance with section 218.735, Florida Statutes, as amended from time to time.

#### **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent to the Site and assumes responsibility for the accurate location of said Underground Facilities. No



- 8.4 Notice of Award and Notice to Proceed.
- 8.5 General Conditions consisting of 65 pages.
- 8.6 Supplementary Conditions consisting of 6 pages.
- 8.7 Bid documents as listed in the table of contents of the Project Manual.
- 8.8 Specifications consisting of 182 pages.
- 8.9 Drawings not attached hereto but are listed in Section 00860 List of Drawings.
- 8.10 Addenda numbers 1 to 3, inclusive.
- 8.11 Contractor's Bid consisting of 59 pages.
- 8.12 Documentation submitted by Contractor prior to Notice of Award.
- 8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.
- 8.14 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.15 Any other document attached hereto or incorporated herein by the Owner.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

*Governing Order of Contract Documents* - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details
9. City Standard Details
10. Drawings/Plans
11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

#### **ARTICLE 9. MISCELLANEOUS.**

9.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions.

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

9.3 *Successors and assigns.* Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

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

9.5 *Public entity crimes.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable. It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

9.7 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 *Waiver of jury trial.* TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.9 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 *Access and audits.* The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 *Public Records Law.* Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records required by the Owner to perform the service.
- b) Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- 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 Owner.
- d) Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION DEBBIE ANDREA, (561) 586-1660 OR [DANDREA@LAKEWORTHBEACHFL.GOV](mailto:DANDREA@LAKEWORTHBEACHFL.GOV) OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

9.13 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.14 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

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

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner 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, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

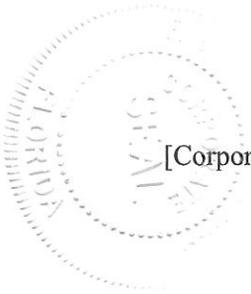
APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:

R & D PAVING, LLC



[Corporate Seal]

By: Nancy G. Rosso

Print Name: NANCY G. ROSSO

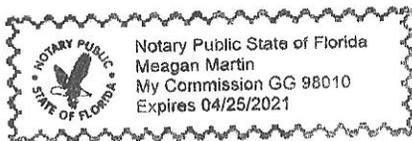
Title: managing member

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 8 day of June, 2020, by Nancy G. Rosso, who was physically present, as managing member (title), of R & D Paving, LLC, a limited liability company, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

Meagan Martin  
Print Name: Meagan Martin  
My commission expires: 6698010



00610

# Construction Performance Bond

Bond Number: 2200778

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

**CONTRACTOR (Name & Address):**

R & D Paving, LLC  
400 Executive Center Drive, Suite 210  
West Palm Beach, FL 33401

**SURETY (Name & Principal Place of Business):**

FCCI Insurance Company  
6300 University Parkway  
Sarasota, FL 34240

**OWNER (Name & Address):**

City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460

**CONSTRUCTION CONTRACT**

**Date**

**Amount:** \$2,533,028.77 Two Million, Five Hundred Thirty-Three Thousand, Twenty-Eight and 77/100 Dollars

**Description (Name & Location):** Boutwell Road - Lake Worth Park of Commerce Phase 2, Lake Worth Beach, FL

**BOND**

**Date (Not earlier than Construction Contract Date):**

**Amount:** \$2,533,028.77 Two Million, Five Hundred Thirty-Three Thousand, Twenty-Eight and 77/100 Dollars

**Modifications to this Bond Form:** None

**CONTRACTOR AS PRINCIPAL**

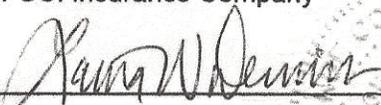
**Company:** R & D Paving, LLC

**Signature:** 

**Name & Title:** Nancy G. Rosso,  
Managing Member

**SURETY**

**Company:** FCCI Insurance Company

**Signature:** 

**Name & Title:** Laura W. Dennison  
Attorney-in-Fact

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractor of America, and the American Institute of Architects.

**CONSTRUCTION PERFORMANCE BOND**

**00610-1**

1. The Contractor and the Surety, jointly and severally, bind themselves their heir; executors, administrators, successors and assigns to the owner to pay for labor. Materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performance the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall be waived the Owner's right. If any, subsequently to declare a Contractor Default: and
  - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to compete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1: and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3. The Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor with consent of the Owner to perform and complete the Construction Contract
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4. Waive its right to perform and complete arrange for completion or obtain a new contractor and with reasonable promptness under circumstances:
    1. After investigation determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness. The Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4. And the Owner refuses the payment tendered or the Surety has denied liability in whole or in part without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract and if the Surety elects to act under Subparagraph 4.1. 4.2. or 4.3. above then the responsibilities of the Surety to the Owner shall not be greater than those of the

Contractor under the Construction Contract and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract the Surety is obligated without Duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
- 6.2. Additional legal including appellate proceedings, design professional and delay costs and expenses resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under paragraph 4 and
- 6.3. Liquidated damages. Or if no liquidated damages are specified in the Construction Contract actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heir's executors, administrators or successors.
8. The Surety hereby waives notice of any change including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligation.
9. Any proceeding, legal or equitable under this Bond may be instituted in any court or competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement or insurance or other claims for damages to which the Contractor is entitled Reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page. Including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of the Contractor which has neither been remedied nor waived to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

This Bond is executed pursuant to Florida Statutes Section 255.05 or Section 713.23, whichever is applicable, and is subject to the notice and time limitation provisions.

<b>(FOR INFORMATION ONLY- Name, Address and Telephone)</b>	
<b>AGENT OR BROKER:</b> USI Insurance Services, LLC 1301 Gervais Street, Suite 500 Columbia, SC 29201 803-602-3020	<b>OWNER'S REPRESENTATIVE (ENGINEER):</b> Mock Roos & Associates, Inc. and WGI, Inc. 5720 Corporate Way/2035 Vista Parkway West Palm Beach, FL 33407/33411

**CONSTRUCTION PERFORMANCE BOND**  
**00610-2**

00620

# Construction Payment Bond

Bond Number: 2200778

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

**CONTRACTOR (Name & Address):**

R & D Paving, LLC  
400 Executive Center Drive, Suite 210  
West Palm Beach, FL 33401

**SURETY (Name & Principal Place of Business):**

FCCI Insurance Company  
6300 University Parkway  
Sarasota, FL 34240

**OWNER (Name & Address):**

City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460

**CONSTRUCTION CONTRACT**

**Date**

**Amount:** \$2,533,028.77 Two Million, Five Hundred Thirty-Three Thousand, Twenty-Eight and 77/100 Dollars

**Description (Name & Location):** Boutwell Road - Lake Worth Park of Commerce Phase 2, Lake Worth Beach, FL

**BOND**

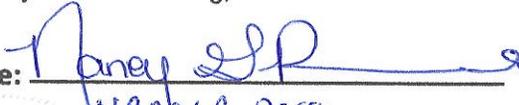
**Date (Not earlier than Construction Contract Date):**

**Amount:** \$2,533,028.77 Two Million, Five Hundred Thirty-Three Thousand, Twenty-Eight and 77/100 Dollars

**Modifications to this Bond Form:** None

**CONTRACTOR AS PRINCIPAL**

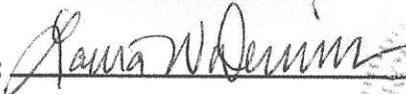
**Company:** R & D Paving, LLC

**Signature:** 

**Name & Title:** Nancy G. Rosso  
Managing Member

**SURETY**

**Company:** FCCI Insurance Company

**Signature:** 

**Name & Title:** Laura W. Dennison  
Attorney-in-Fact

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractor of America, and the American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractor

**CONSTRUCTION PAYMENT BOND**

**00620-2**

1. The Contractor and the Surety, jointly and severally, bind themselves their heir; executors, administrators, successors and assigns to the owner to pay for labor.

Materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

- 2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1. Promptly makes payment, directly or indirectly for all sums due Claimants and
  - 2.2. Defends indemnifies and holds harmless the Owner from all claims demands liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of Construction Contract provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands liens or suits to the Contractor and the Surety and provided there is no Owner Default.
- 3. With respect to Claimants this obligation shall be null and void if the Contractor promptly makes payment directly or indirectly for all sums due.
- 4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contact with the Contractor have given notice to the Surety ( at the address described in Paragraph 12) and sent a copy or notice thereof to the Owner stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim (see note one)
  - 4.2 Claimants who do not have a direct contract with the Contractor
    - 1. Have furnished written notice to the Contractor and sent a copy or notice thereof, to the Owner within 90 days after having last preformed labor or last furnished materials or equipment included in the claim stating with substantial accuracy the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or preformed and
    - 2. Have either received a rejection in whole or in part from the Contractor or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly and
    - 3. Not having been paid within the above 30 days have sent a written notice to the Surely ( at address described in Paragraph 12) and sent a copy or notice thereof to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor
- 5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety that is sufficient compliance.
- 6. When the Claimant has satisfied the conditions of Paragraph 4 the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts of this Bond, and the amount of this Bond shall be credited for any payment made in good faith by the Surety.
- 7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims. If any, under any Construction Performance Bond By the Contractor furnishing and the Owner accepting this Bond they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond subject to the Owner's priority to use the funds for the completion of the work.
- 9. The surety shall not be liable to the Owner Claimants or others for Obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expense of any Claimant under this Bond and shall have under this Bond no obligations to make payments to give notice or behalf of or otherwise have obligations to Claimants under this Bond.
- 10. The Surety hereby waives notice of any change, including changes at time to the Construction Contract or to related subcontracts purchase orders and othe obligations.
- 11. No Suit or actions shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of 2 year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii) , or (2) or which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to the Surety the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety the Owner or the Contractor however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. When this Bond has been furnished to comply with statutory or other legal requirements in the location where the construction was to be performed any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be constructed as a statutory bond and not as a common law bond.
- 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made
- 15. DEFINITIONS
  - 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms " labor materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor materials or equipment were furnished.
  - 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Note 1: As an additional requirement any claimant, except a laborer, who is not in privity with the Contractor shall, within forty-five days after beginning to furnish labor, materials or supplies, furnish the Contractor with a Notice that he intends to look to the Bond for protection.

This Bond is executed pursuant to Florida Statues Section 255.05 or Section 713.23, whichever is applicable, and us subject to the notice and time limitation provisions.

<b>(FOR INFORMATION ONLY- Name, Address and Telephone)</b>	
<b>AGENT OR BROKER:</b> USI Insurance Services, LLC 1301 Gervais Street, Suite 500 Columbia, SC 29201 803-602-3020	<b>OWNER'S REPRESENTATIVE (ENGINEER):</b> Mock Roos & Associates, Inc. and WGI, Inc. 5720 Corporate Way/2035 Vista Parkway West Palm Beach, FL 33407/33411

**CONSTRUCTION PAYMENT BOND**

**00620-2**



### GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

**Laura W. Dennison**

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

Surety Bond No.: 2200778  
Principal: R & D Paving, LLC  
Obligee: City of Lake Worth Beach

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest: Craig Johnson  
Craig Johnson, President  
FCCI Insurance Company



Christina D. Welch  
Christina D. Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

### CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Christina D. Welch  
Christina D. Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary



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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** City Wide

**TITLE:**

Agreements with DRC Emergency Services LLC and Sandy James Productions Inc. for food and catering services for disaster recovery

**SUMMARY:**

The Agreements with the DRC Emergency Services LLC and Sandy James Productions Inc. authorize the contractors to provide food and catering services for disaster recovery on as needed basis

**BACKGROUND AND JUSTIFICATION:**

Financial Services Department, Procurement Division on behalf of the City Departments requested proposals from qualified and experienced firms to provide food & catering services necessary as a result of a hurricane, natural disaster or other emergency related crisis.

The objective of the RFP and subsequent contracting activity is to secure the services of experienced contractors who are capable of efficiently providing food and catering services in a timely and cost-effective manner. The Contractors must be capable of assembling, directing, and managing the food service and provide a work force that can start operations within 48 hours after the notification of an emergency. While intended to cover food and catering services needs in any major disaster scenario, the primary focus is to provide the support to personnel and responders during the threat of hurricane damage to the City of Lake Worth Beach. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida. If activation is required, the City intends to activate contracts on an as-needed basis by the Purchase Orders issued in accordance with the City's Procurement Code and Policies.

The City received a total of 2 responses on May 20, 2020. The Evaluation Committee comprised of management representatives from Electric Utilities and Leisure Services departments evaluated 2 proposals. Proposals submitted by DRC Emergency Services LLC and Sandy James Productions Inc. were both found to be responsive and responsible respondents and are both being recommended for an award. It is the intention of the City to enter into the long term agreements for the services for three (3) consecutive years with the possibility of two (2) one (1) year extensions dependent on the City's requirements

**MOTION:**

Move to approve/disapprove the Agreements with the DRC Emergency Services LLC and Sandy James Productions Inc. for the food and catering services for disaster recovery on as needed basis

**ATTACHMENT(S):**

Agreement with DRC Emergency Services LLC  
Agreement with Sandy James Productions Inc.

**CONTRACTOR AGREEMENT  
(FOOD AND CATERING SERVICES FOR DISASTER RECOVERY)**

**THIS AGREEMENT** is made this \_\_\_\_\_, \_\_\_\_\_ between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Sandy James Productions, Inc., dba Croquet Grill** a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 700 Florida Mango Rd., West Palm Beach, FL 33406.

**RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Request for Proposals # 20-206 (hereinafter "RFP") for the Food and Catering Services for Disaster Recovery; and

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the RFP which is incorporated herein by reference with the Scope of Services specifically attached as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any work performed under this Agreement and pursuant to the RFP will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in RFP and **Exhibit "B"**, which are the provisions required to be included in contracts

funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the RFP to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement.

Rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

**2. SCOPE OF WORK**

2.1 The Scope of Work includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide food and catering services for disaster recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently providing food services in a timely and cost-effective manner. The CONTRACTOR must be capable of assembling, directing, and managing the food service and provide a work force that can start operations within 48 hours after the notification of emergency.

2.2. The CONTRACTOR represents that it is experienced and proficient in all phases of providing food, catering and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and RFP shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied goods shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and

experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the RFP and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. GOODS**

4.1 The CONTRACTOR shall provide all goods and services as more specifically set forth in the Scope of Work.

### **5. FEE AND ORDERING MECHANISM**

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's proposal ("Food Service Fees"), which Food Service Fees are attached hereto as **Exhibit "C"**. The Food Service Fees shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the Food Service Fees, , the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new Food Service Fees for the renewal term(s). The City Manager may approve changes in the Food Service Fees

based on the recommendation of the City's Electric Utility Director and Director of Leisure Services or their designees.

5.2 Should the CITY require additional goods or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30<sup>th</sup> of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CITY will provide the CONTRACTOR with specifications in order for the CONTRACTOR to develop its proposal. Upon receipt of the CONTRACTOR's proposal, the CITY shall decide in its sole discretion whether to award the Purchase Order to the CONTRACTOR. In an event of declared disaster, the a Purchase Order may be awarded by the CITY's City Manager. If the Purchase Order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved Purchase order shall include (by reference) the proposal and/or specifications provided by the CITY to the CONTRACTOR.

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the RFP and this Agreement is not to exceed **the amount(s) set forth in the approved City work order or Purchase Order issued to the CONTRACTOR annually**, and no additional costs shall be authorized without prior written approval from the CITY.

## **7. INVOICE & PAYMENT**

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

## **8. AUDIT BY CITY**

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

## **9. COPIES OF DATA/DOCUMENTS**

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

## **10. OWNERSHIP**

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

## **11. WRITTEN AUTHORIZATION REQUIRED**

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **12. DEFAULTS, TERMINATION OF AGREEMENT**

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the

CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

### **13. INSURANCE**

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

#### **14. WAIVER OF BREACH**

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

#### **15. INDEMNITY**

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent

by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

16.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit ("A")); all applicable federal grant requirements (Exhibit "B"); and, the CONTRACTOR's Food Service Fees (Exhibit "C"). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "B" shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **17. ASSIGNMENT**

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **18. SUCCESSORS AND ASSIGNS**

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **19. OF TRIAL BY JURY**

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## **20. GOVERNING LAW AND REMEDIES**

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **21. TIME IS OF THE ESSENCE**

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

## **22. NOTICES**

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Sandy James Productions, Inc., dba Croquet Grill  
700 Florida Mango Rd.  
West Palm Beach, FL 33406

### **23. SEVERABILITY**

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

### **24. DELAYS AND FORCES OF NATURE**

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

254.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause,

existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **25. COUNTERPARTS**

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

## **26. LIMITATIONS OF LIABILITY**

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

## **27. PUBLIC ENTITY CRIMES**

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

## **28. PREPARATION**

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **29. PALM BEACH COUNTY INSPECTOR GENERAL**

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **30. ENFORCEMENT COSTS**

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

### **31. PUBLIC RECORDS**

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660,**

**DANDREA@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE  
HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

**32. COPYRIGHTS AND/OR PATENT RIGHTS**

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

**33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

**34. FEDERAL AND STATE TAX**

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

**35. PROTECTION OF PROPERTY**

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

**36. DAMAGE TO PERSONS OR PROPERTY**

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

### **37. WARRANTY**

37.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

### **38. SCRUTINIZED COMPANIES**

38.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

38.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**39. SURVIVABILITY**

39.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**40. WORK FOR HIRE**

40.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Food and Catering Services for Disaster Recovery on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Pam Triolo, Mayor

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: Sandy James Productions, Inc., dba Croquet Grill

[Corporate Seal]

By: \_\_\_\_\_  
Print Name: James Bartle  
Title: President / CEO

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of JUNE, 2020, by JAMES BARTLE, who was physically present, as PRESIDENT (title), of Sandy James Productions, Inc., dba Croquet Grill, a company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following FL Driver license as identification.

Notary Public

\_\_\_\_\_  
Print Name: YANDY A. MIRABAL  
My commission expires: 04/27/2022



Yandy A. Mirabal  
Notary Public  
State of Florida  
My Commission Expires 04/27/2022  
Commission No. GG 199379

## **Exhibit A**

### **RFP Scope of Services**

The City of Lake Worth Beach is expecting that the CONTRACTOR provides Food and Catering Services for Disaster Recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently providing food services in a timely and cost-effective manner. The CONTRACTOR must be capable of assembling, directing, and managing the food service and provide a work force that can start operations within 48 hours after the notification of emergency.

This is an acknowledgement that FEMA financial assistance will be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover food services needs in any major disaster scenario, the primary focus is to provide the support to personnel during the threat of hurricane damage to the City of Lake Worth Beach. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

The CITY envisions the need for multiple contracts to carry out the food and catering services throughout the CITY. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial CITY payment and between subsequent payments, as well as the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary facilities, equipment, supplies and personnel, and demonstrable experience in major disaster recovery projects.

This Agreement is a contingency contract that will be activated via purchase order only in the face of an emergency or immediately after an emergency. As such, no

compensation will accrue to the CONTRACTOR unless and until a purchase order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this Agreement.

The CITY'S goal is to have the CONTRACTOR fully operational on designated and approved site within 48 hours after the initial activation.

The CITY intends to award multiple food service & catering contracts on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. Each CONTRACTOR awarded a food service contract will serve as a General Contractor for the purpose of food service operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the CONTRACTORS awarded Food Services contracts to advise them of the CITY's intent to activate the Contracts via Purchase Order.

When a major disaster or emergency occurs or is imminent, the CITY will initially send out an alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the CITY. Subsequently, the CITY will issue the first Purchase Order which will authorize the CONTRACTOR to send an Operations Manager to the CITY within 24 hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel, supplies and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) CONTRACTOR.

Specific purchase orders will be issued to select CONTRACTORS based on the best interest of the City.

CONTRACTOR may have included the list of additional services they are able to provide (i.e. laundry services or other) in their proposal. The City reserves the right to award those services as considered in the best interest of the City.

### Scope of Requirement

Following specifications describe Food Services for Disaster Recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises.

The City expects that the CONTRACTOR provides the food services for approximately

650 people at designated facility and/or deliver to the City of Lake Worth Beach City Hall or other designated location within the City of Lake Worth Beach. The numbers of staff are approximate and may change dependent on the City requirements.

The meals required for responders are estimated at 350 people per meal serving period, up to four (4) meals per day (two (2) per twelve (12) hour shifts, or more on a daily basis during the months of June through November, or in the event of a natural disaster or other emergency related crises or, as designated by the City under this Agreement.

The CONTRACTOR shall also provide/deliver the same type meals individually packaged to the City of Lake Worth Beach City Hall or other locations within the City limits for approximately 300 Employees on daily basis.

The meals served and provided shall be hot breakfast, hot dinner and packed lunch with additional snacks.

Suggested minimum serving guideline:

Breakfast – Per serving guidelines

- 2 – dairy (eggs, milk, yogurt, cottage cheese, etc)
- 1 – meat (sausage, bacon, ham, turkey products)
- 2 – grain (bread, toast, muffin, English muffin, bagels, oatmeal, grits, etc)
- 1 – fruit (apple, orange, grapes, etc)

Lunch – Per serving guidelines

- 1 – meat (selection of deli meats, chicken, pork, beef) – 6 ounces per serving
- 2 – grains (bread, rolls, etc)
- 2 – vegetables (salad, broccoli, cauliflower, vegetable medley, corn, etc)
- 1 – fruit (fruit salad, fruit cups, seasonal fruits, etc)

Dinner – Per serving guidelines

- 1 – meat (chicken, pork, beef, fish) – 6oz per serving
- 2 – grains (bread, rolls, etc)
- 2 – vegetables (salad, broccoli, cauliflower, vegetable medley, corn, etc)
- 1 – fruit (fruit salad, fruit cups, seasonal fruits, etc)

CONTRACTOR shall provide the facility and furnish all staging of equipment, hot and cold food products, beverages on ice, utensils, disposable paper plates and cups, plastic bags for clean up, and personnel necessary for an efficient and sanitary catering and clean up service for first responders, government employees, various elected and appointed officials, state and local representatives, and other emergency management personnel in the event of a natural disaster or other related crises.

CONTRACTOR shall purchase and prepare an adequate quantity of fresh food to serve meals to the total number of personnel as directed by the City of Lake Worth Beach Authorized Representative or designee. The City's representative or designee reserves the right to issue rules and regulations governing the general provision of services as to maintain consistency of kind and quality of food and beverage services.

CONTRACTOR shall set up dining facility that will be in the Lake Worth Beach Utility

servicing area (as provided in RFP) with adequate parking spaces and easy accessible. The CONTRACTOR shall provide facilities that are fully self-contained (including generators, food preparation, staffing, food preservation facilities, fuel, water, garbage removal, etc) without requirements for the assistance. The CONTRACTOR may use permanent or portable type facilities as long as they meet the location requirements and can provide the suitable and accessible facility.

CONTRACTOR must provide all phases of service in compliance with Federal, State, and Local guidelines governing health and food service sanitation. CONTRACTOR shall plan weekly menus equal to or better than examples in RFP. Substitutions or variations shall be submitted to the Emergency Management Coordinator or designee for approval. Food substitutes for Special Dietary Meals as needed shall be coordinated and communicated to the CONTRACTOR through the Emergency Management Coordinator in advance of the scheduled serving.

CONTRACTOR shall be operational and ready to serve meals within 48 hours of activation notice from the Emergency Management Coordinator or designee.

CONTRACTOR shall only utilize food products that are fresh, wholesome, of good odor and taste, and processed under sanitary conditions as required by food service industry standards.

CONTRACTOR shall have the option to prepare all meals offsite or at site(s) as required or as deemed necessary. The CONTRACTOR is authorized to bring in a mobile kitchen(s) to the designated location(s) to prepare and serve the meals. In either case, food shall be maintained in either Thermal type containers, Chafing Dishes, or Steam Tables for meals that will be served on-site and provide disposable containers for meals that are picked up by individuals going out into the field. The delivered meals shall be individually packaged to preserve the freshness and to provide the full meal as per the guidelines.

All methods of serving the meals must be acceptable by the food service industry. Meals served must include utensils, napkins, salt/pepper, and condiments appropriate to the meal. If applicable and required, the Emergency Management Coordinator may provide meal runners to pick up meals from the CONTRACTORS's location for some areas of the City's operations. CONTRACTOR shall be required to deliver meals to the City Hall location if requested by the Emergency Management Coordinator. CONTRACTOR must serve all food at the proper temperatures and with proper freshness.

CONTRACTOR must store all food and food products at a safe temperature and must handle leftover food/food products in a safe and acceptable way by food service practice.

Food services shall be available 24 hours a day with serving times as follows:

- Breakfast: 5:00 AM until 8:00 AM
- Lunch: 11:00 AM until 1:00 PM
- Dinner: 5:00 PM until 8:00 PM
- Midnight shift "Lunch": 11 pm – 1am (this will be a much smaller shift)
- Coffee and snacks: 24 hrs./day, 7 days/week

CONTRACTOR shall provide measured serving portions to support operations of

personnel working long hours and in extreme weather conditions.

CONTRACTOR shall not serve leftovers from other functions they may cater during off duty hours, or leftovers from the previous day menu. CONTRACTOR is responsible for the purchasing and receiving of all food, merchandise, supplies and food equipment at the designated serving locations.

CONTRACTOR shall also be responsible for providing any power & water appropriate to its onsite food preparation equipment. CONTRACTOR is responsible for providing waste containers and trash bags for all refuse and waste materials created by the CONTRACTOR's operations. Waste materials created by the CONTRACTOR's operations in the food service area shall be promptly disposed of after each meal or as needed during the serving of meals.

The City may provide a dumpster for the disposal of trash generated on-site. Waste foods shall be kept in closed metal or plastic containers until removed from the serving locations.

CONTRACTOR shall make available snack/beverage service 24 hours a day, seven (7) days a week during activation.

CONTRACTOR shall make available coffee service with cups, sugar, creamer, stirrers, etc. on a 24/7 basis.

#### PERSONNEL REQUIREMENTS

All employees of the CONTRACTOR shall be neatly attired in uniforms that clearly and properly identify the company represented. The employees shall be neat and clean in appearance and courteous towards the patrons, the public, and their fellow employees. The CONTRACTOR shall train and closely supervise all its employees ensuring they practice the high standards of cleanliness, courtesy, and service required. The CONTRACTOR shall adhere to the adequate number of personnel, compatibility of food and beverage products, and other rules and regulations appurtenant to the event.

#### MEAL ORDER CANCELLATION

The City reserves the right to cancel any and all meals, without penalty, by notification to the CONTRACTOR 48 hours in advance of the next scheduled serving. The CONTRACTOR must provide re-stocking costs, specific cancellation criteria and/or cost to be incurred in the event food service is cancelled with less than 48 hours' notice.

#### Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Total number of meals served
4. Total number of additional items served if any

5. Total number of meals delivered
6. List of other services provided

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.

#### Performance of Contractor

It is the intent of the Agreement is to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to mobilize pre-storm identified sites within three (3) calendar days of after being tasked by the CITY liquidated damages of \$500 per day for each day not started.
2. Inability to perform services due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day repair site must remain attended.

CONTRACTOR may be immediately terminated and may not paid for the following:

1. Substandard food and food services
2. Moving to another designated Work Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
4. Soliciting work from private citizens or others to be performed in the designated Service Area during the period of this Agreement.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

## **Exhibit B**

### **Federal Contract Provisions**

The Contractor hereby agrees that the following terms, at a minimum, are incorporated into this Agreement:

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The 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 the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

#### Clean Air Act.

1. 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 the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the 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.

#### Federal Water Pollution Control Act.

1. 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 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.

#### Suspension and Debarment.

(1) 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's 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, as laid out in Exhibit I, is a material representation of fact relied upon by the 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 the State of Florida or the 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.

#### Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. 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 who in turn will forward the certification(s) to the awarding agency.

#### Procurement of Recovered materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the CITY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. By signing this agreement, The CONTRACTOR acknowledges that FEMA financial assistance will be

used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**EXHIBIT C**

**CONTRACTOR's FOOD SERVICE FEES**  
**(from the Contractor's Proposal)**

**b. Cost of Meals**

Meal Costs Per Person

Breakfast \$14.95

Lunch \$17.95

Dinner \$22.10

Midnight Lunch \$17.95

Snacks \$7.95

**Staffing Fees:** Minimum 2 Staff per Shift, 1 Staff per 50 people

Staff to be billed at \$20 per Hour

	Day	Total Days							
	1	2	3	4	5	6	7	7	

Meal Count									Total Meals
Breakfast	500.00	200.00	100.00	500.00	200.00	100.00	300.00		1,900.00
Lunch	600.00	300.00	100.00	600.00	300.00	100.00	300.00		2,300.00
Dinner	400.00	300.00	100.00	500.00	300.00	100.00	300.00		2,000.00
Midnight Lunch	100.00	50.00	100.00	100.00	50.00	100.00	100.00		600.00
Snack/Beverage	600.00	300.00	100.00	600.00	300.00	100.00	300.00		2,300.00
<b>Daily total</b>	<b>2,200.00</b>	<b>1,150.00</b>	<b>500.00</b>	<b>2,300.00</b>	<b>1,150.00</b>	<b>500.00</b>	<b>1,300.00</b>		<b>9,100.00</b>

Price for Breakfast	\$14.95	\$7,475.00	\$2,990.00	\$1,495.00	\$7,475.00	\$2,990.00	\$1,495.00	\$4,485.00	\$28,419.95
Price for Lunch	\$17.95	\$10,770.00	\$5,385.00	\$1,795.00	\$10,770.00	\$5,385.00	\$1,795.00	\$5,385.00	\$41,302.95
Price for Dinner	\$22.10	\$8,840.00	\$6,630.00	\$2,210.00	\$11,050.00	\$6,630.00	\$2,210.00	\$6,630.00	\$44,222.10
Price Midnight Lunch	\$17.95	\$1,795.00	\$897.50	\$1,795.00	\$1,795.00	\$897.50	\$1,795.00	\$1,795.00	\$10,787.95
Price for Dinner	\$7.95	\$4,770.00	\$2,385.00	\$795.00	\$4,770.00	\$2,385.00	\$795.00	\$2,385.00	\$18,292.95
<b>TOTAL FOR DAY</b>		<b>\$33,650.00</b>	<b>\$18,287.50</b>	<b>\$8,090.00</b>	<b>\$35,860.00</b>	<b>\$18,287.50</b>	<b>\$8,090.00</b>	<b>\$20,680.00</b>	<b>\$142,945.00</b>

Staffing Fees - 1 staff per 50 guests - 2 staff Minimum per shift - Each Shift 8 Hrs. 2 Staff Per Drop Off. Breakfast and Dinner Staff									Total Meals
Breakfast	\$160.00	\$1,600.00	\$640.00	\$320.00	\$1,600.00	\$640.00	\$320.00	\$960.00	\$6,080.00
Lunch Drop Off Fee	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$700.00
Dinner	\$160.00	\$1,280.00	\$960.00	\$320.00	\$1,600.00	\$960.00	\$320.00	\$960.00	\$6,400.00
Midnight Lunch Drop Off	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$700.00
Snack/Beverage									\$0.00
<b>Daily total</b>		<b>\$3,080.00</b>	<b>\$1,800.00</b>	<b>\$840.00</b>	<b>\$3,400.00</b>	<b>\$1,800.00</b>	<b>\$840.00</b>	<b>\$2,120.00</b>	<b>\$13,880.00</b>

Total # of Meals	2,200	1,150	500	2,300	1,150	500	1,300	9,100
Daily Cost of Meals	\$33,650.00	\$18,287.50	\$8,090.00	\$35,860.00	\$18,287.50	\$8,090.00	\$20,680.00	\$142,945.00
Daily Staffing Fees	\$3,080.00	\$1,800.00	\$840.00	\$3,400.00	\$1,800.00	\$840.00	\$2,120.00	\$13,880.00
<b>Total</b>	<b>\$33,650.00</b>	<b>\$18,287.50</b>	<b>\$8,090.00</b>	<b>\$35,860.00</b>	<b>\$18,287.50</b>	<b>\$8,090.00</b>	<b>\$20,680.00</b>	<b>\$142,945.00</b>

<b>Total Meal Price:</b>	<b>\$142,945.00</b>
<b>Staffing Fees:</b>	<b>\$13,880.00</b>
<b>Grand Total:</b>	<b><u>156,825.00</u></b>

**c. Pricing of Other services/ Dining Facility Tent**

Upon the City of Lake Worth Beach's request a dining facility can be set up on a location of the city's choice.

Tent Facility rental will be subcontracted to Regency Party Rental 5900 N. Australian, West Palm Beach, FL 33407. Regency Party Rental has handled many Tent Facility builds after Hurricanes for FEMA. References available upon request.

**Dining Facility**

Quote #: q2337

Sandy James Productions

Page 4 of 4



5800 N. Australian Ave Suite 3  
West Palm Beach, FL 33407  
RegencyParty.Com  
561-966-9322 Phone  
561-845-9874 Fax

Status: Quote  
Quote #: q2337

Event Beg: Mon 9/ 7/2020 8:30AM  
Event End: Sun 9/13/2020 6:00PM  
Operator: Nick Ivancevic  
Terms: On Account

Sandy James Productions 700 Florida Mango Road West Palm Beach, FL 33406	Customer #: 58 881-388-2612 Phone	Job Descr: Lake Worth Beach Hurricane Dining Tent Quote
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Ordered By: Chris Kuznenko 561-267-4322

Delivery Mon 9/ 7/2020  
TBD Lake Worth

Pickup Sun 9/13/2020  
TBD Lake Worth

Price based on staking tent. Customer is responsible for underground utility locate.

Each additional day will be billed at \$16,388. Three days equals a week, and each additional week will be billed at \$49,158.00.

Delivery and pick up and forklift rental only charged in first week.

Qty	Key	Name	Each	Price
1	30-66x82-crispa	66' x 82' Clearspan 20m x 25m Includes sidewall, doors, halide lighting, fire safety packages	\$16,236.00	\$16,236.00
5412	27-astfo	Sub Floor Price Per SQ FT	\$2.00	\$10,824.00
1	TT	HVAC/Generator Package includes all gas lng. triple shift run time. fuel by customer	\$18,942.00	\$18,942.00
44	10-001	8ft. x30in. banquet table	\$24.00	\$1,056.00
360	20-003	6arm white folding chair-253lb. max	\$5.00	\$2,100.00
2	30-fork LR	Forklift for set up and removal	\$1,900.00	\$3,800.00
5	Del	Delivery vehicle	\$100.00	\$500.00
5	Del	Pick up vehicle	\$100.00	\$500.00

Quote valid for 30 days.

Quote	
Rental w/ 10% GTS:	\$52,758.00
Delivery Charge:	\$1,000.00
Subtotal:	\$53,758.00
Total:	\$53,758.00
Paid:	\$0.00
Amount Due:	\$53,758.00

This is a Quote Only. This is only a quote and is not to be considered an order. Please sign and return this quote within 7 days with a deposit of 50% to convert this quote to an Event Reservation.

Signature: \_\_\_\_\_  
Sandy James Productions

**CONTRACTOR AGREEMENT  
(FOOD AND CATERING SERVICES FOR DISASTER RECOVERY)**

**THIS AGREEMENT** is made this \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the “CITY”, with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **DRC Emergency Services, LLC**, a company authorized to do business in the State of Florida, hereinafter the “CONTRACTOR”, with its office located at 500 S. Australian Avenue, Suite 600, West Palm Beach, FL 33401.

**RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Request for Proposals # 20-206 (hereinafter “RFP”) for the Food and Catering Services for Disaster Recovery; and

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the RFP which is incorporated herein by reference with the Scope of Services specifically attached as **Exhibit “A”**; and

WHEREAS, the CITY desires to accept the CONTRACTOR’s proposal in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any work performed under this Agreement and pursuant to the RFP will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in RFP and **Exhibit “B”**, which are the provisions required to be included in contracts

funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the RFP to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

## **1. TERM**

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement.

Rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

## **2. SCOPE OF WORK**

2.1 The Scope of Work includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide food and catering services for disaster recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently providing food services in a timely and cost-effective manner. The CONTRACTOR must be capable of assembling, directing, and managing the food service and provide a work force that can start operations within 48 hours after the notification of emergency.

2.2 The CONTRACTOR represents that it is experienced and proficient in all phases of providing food, catering and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and RFP shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied goods shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and

experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the RFP and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. GOODS**

4.1 The CONTRACTOR shall provide all goods and services as more specifically set forth in the Scope of Work.

### **5. FEE AND ORDERING MECHANISM**

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's proposal ("Food Service Fees"), which Food Service Fees are attached hereto as **Exhibit "C"**. The Food Service Fees shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the Food Service Fees, , the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new Food Service Fees for the renewal term(s). The City Manager may approve changes in the Food Service Fees

based on the recommendation of the City's Electric Utility Director and Director of Leisure Services or their designees.

5.2 Should the CITY require additional goods or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30<sup>th</sup> of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CITY will provide the CONTRACTOR with specifications in order for the CONTRACTOR to develop its proposal. Upon receipt of the CONTRACTOR's proposal, the CITY shall decide in its sole discretion whether to award the Purchase Order to the CONTRACTOR. In an event of declared disaster, the a Purchase Order may be awarded by the CITY's City Manager. If the Purchase Order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved Purchase order shall include (by reference) the proposal and/or specifications provided by the CITY to the CONTRACTOR.

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the RFP and this Agreement is not to exceed **the amount(s) set forth in the approved City work order or Purchase Order issued to the CONTRACTOR annually**, and no additional costs shall be authorized without prior written approval from the CITY.

## **7. INVOICE & PAYMENT**

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

## **8. AUDIT BY CITY**

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

## **9. COPIES OF DATA/DOCUMENTS**

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

## **10. OWNERSHIP**

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

## **11. WRITTEN AUTHORIZATION REQUIRED**

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **12. DEFAULTS, TERMINATION OF AGREEMENT**

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the

CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

### **13. INSURANCE**

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

#### **14. WAIVER OF BREACH**

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

#### **15. INDEMNITY**

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent

by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

16.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit ("A")); all applicable federal grant requirements (Exhibit "B"); and, the CONTRACTOR's Food Service Fees (Exhibit "C"). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "B" shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **17. ASSIGNMENT**

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **18. SUCCESSORS AND ASSIGNS**

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **19. OF TRIAL BY JURY**

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## **20. GOVERNING LAW AND REMEDIES**

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **21. TIME IS OF THE ESSENCE**

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

## **22. NOTICES**

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

DRC Emergency Services, LLC  
500 S. Australian Avenue, Suite 600  
West Palm Beach, FL 33401

### **23. SEVERABILITY**

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

### **24. DELAYS AND FORCES OF NATURE**

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

254.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause,

existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **25. COUNTERPARTS**

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

## **26. LIMITATIONS OF LIABILITY**

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

## **27. PUBLIC ENTITY CRIMES**

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

## **28. PREPARATION**

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **29. PALM BEACH COUNTY INSPECTOR GENERAL**

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **30. ENFORCEMENT COSTS**

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

### **31. PUBLIC RECORDS**

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660,**

[DANDREA@LAKEWORTHBEACHFL.GOV](mailto:DANDREA@LAKEWORTHBEACHFL.GOV), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

### **32. COPYRIGHTS AND/OR PATENT RIGHTS**

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

### **33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

### **34. FEDERAL AND STATE TAX**

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

### **35. PROTECTION OF PROPERTY**

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

### **36. DAMAGE TO PERSONS OR PROPERTY**

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

## **37. WARRANTY**

37.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

## **38. SCRUTINIZED COMPANIES**

38.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

38.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **39. SURVIVABILITY**

39.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

### **40. WORK FOR HIRE**

40.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Food and Catering Services for Disaster Recovery on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Pam Triolo, Mayor

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: **DRC Emergency Services, LLC**

By: \_\_\_\_\_

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of **DRC Emergency Services, LLC**, a company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **Exhibit A**

### **RFP Scope of Services**

The City of Lake Worth Beach is expecting that the CONTRACTOR provides Food and Catering Services for Disaster Recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently providing food services in a timely and cost-effective manner. The CONTRACTOR must be capable of assembling, directing, and managing the food service and provide a work force that can start operations within 48 hours after the notification of emergency.

This is an acknowledgement that FEMA financial assistance will be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover food services needs in any major disaster scenario, the primary focus is to provide the support to personnel during the threat of hurricane damage to the City of Lake Worth Beach. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

The CITY envisions the need for multiple contracts to carry out the food and catering services throughout the CITY. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial CITY payment and between subsequent payments, as well as the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary facilities, equipment, supplies and personnel, and demonstrable experience in major disaster recovery projects.

This Agreement is a contingency contract that will be activated via purchase order only in the face of an emergency or immediately after an emergency. As such, no

compensation will accrue to the CONTRACTOR unless and until a purchase order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this Agreement.

The CITY'S goal is to have the CONTRACTOR fully operational on designated and approved site within 48 hours after the initial activation.

The CITY intends to award multiple food service & catering contracts on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. Each CONTRACTOR awarded a food service contract will serve as a General Contractor for the purpose of food service operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the CONTRACTORS awarded Food Services contracts to advise them of the CITY's intent to activate the Contracts via Purchase Order.

When a major disaster or emergency occurs or is imminent, the CITY will initially send out an alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the CITY. Subsequently, the CITY will issue the first Purchase Order which will authorize the CONTRACTOR to send an Operations Manager to the CITY within 24 hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel, supplies and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) CONTRACTOR.

Specific purchase orders will be issued to select CONTRACTORS based on the best interest of the City.

CONTRACTOR may have included the list of additional services they are able to provide (i.e. laundry services or other) in their proposal. The City reserves the right to award those services as considered in the best interest of the City.

### Scope of Requirement

Following specifications describe Food Services for Disaster Recovery for the City of Lake Worth Beach in the event of a natural disaster or other emergency related crises.

The City expects that the CONTRACTOR provides the food services for approximately

650 people at designated facility and/or deliver to the City of Lake Worth Beach City Hall or other designated location within the City of Lake Worth Beach. The numbers of staff are approximate and may change dependent on the City requirements.

The meals required for responders are estimated at 350 people per meal serving period, up to four (4) meals per day (two (2) per twelve (12) hour shifts, or more on a daily basis during the months of June through November, or in the event of a natural disaster or other emergency related crises or, as designated by the City under this Agreement.

The CONTRACTOR shall also provide/deliver the same type meals individually packaged to the City of Lake Worth Beach City Hall or other locations within the City limits for approximately 300 Employees on daily basis.

The meals served and provided shall be hot breakfast, hot dinner and packed lunch with additional snacks.

Suggested minimum serving guideline:

Breakfast – Per serving guidelines

- 2 – dairy (eggs, milk, yogurt, cottage cheese, etc)
- 1 – meat (sausage, bacon, ham, turkey products)
- 2 – grain (bread, toast, muffin, English muffin, bagels, oatmeal, grits, etc)
- 1 – fruit (apple, orange, grapes, etc)

Lunch – Per serving guidelines

- 1 – meat (selection of deli meats, chicken, pork, beef) – 6 ounces per serving
- 2 – grains (bread, rolls, etc)
- 2 – vegetables (salad, broccoli, cauliflower, vegetable medley, corn, etc)
- 1 – fruit (fruit salad, fruit cups, seasonal fruits, etc)

Dinner – Per serving guidelines

- 1 – meat (chicken, pork, beef, fish) – 6oz per serving
- 2 – grains (bread, rolls, etc)
- 2 – vegetables (salad, broccoli, cauliflower, vegetable medley, corn, etc)
- 1 – fruit (fruit salad, fruit cups, seasonal fruits, etc)

CONTRACTOR shall provide the facility and furnish all staging of equipment, hot and cold food products, beverages on ice, utensils, disposable paper plates and cups, plastic bags for clean up, and personnel necessary for an efficient and sanitary catering and clean up service for first responders, government employees, various elected and appointed officials, state and local representatives, and other emergency management personnel in the event of a natural disaster or other related crises.

CONTRACTOR shall purchase and prepare an adequate quantity of fresh food to serve meals to the total number of personnel as directed by the City of Lake Worth Beach Authorized Representative or designee. The City's representative or designee reserves the right to issue rules and regulations governing the general provision of services as to maintain consistency of kind and quality of food and beverage services.

CONTRACTOR shall set up dining facility that will be in the Lake Worth Beach Utility

servicing area (as provided in RFP) with adequate parking spaces and easy accessible. The CONTRACTOR shall provide facilities that are fully self-contained (including generators, food preparation, staffing, food preservation facilities, fuel, water, garbage removal, etc) without requirements for the assistance. The CONTRACTOR may use permanent or portable type facilities as long as they meet the location requirements and can provide the suitable and accessible facility.

CONTRACTOR must provide all phases of service in compliance with Federal, State, and Local guidelines governing health and food service sanitation. CONTRACTOR shall plan weekly menus equal to or better than examples in RFP. Substitutions or variations shall be submitted to the Emergency Management Coordinator or designee for approval. Food substitutes for Special Dietary Meals as needed shall be coordinated and communicated to the CONTRACTOR through the Emergency Management Coordinator in advance of the scheduled serving.

CONTRACTOR shall be operational and ready to serve meals within 48 hours of activation notice from the Emergency Management Coordinator or designee.

CONTRACTOR shall only utilize food products that are fresh, wholesome, of good odor and taste, and processed under sanitary conditions as required by food service industry standards.

CONTRACTOR shall have the option to prepare all meals offsite or at site(s) as required or as deemed necessary. The CONTRACTOR is authorized to bring in a mobile kitchen(s) to the designated location(s) to prepare and serve the meals. In either case, food shall be maintained in either Thermal type containers, Chafing Dishes, or Steam Tables for meals that will be served on-site and provide disposable containers for meals that are picked up by individuals going out into the field. The delivered meals shall be individually packaged to preserve the freshness and to provide the full meal as per the guidelines.

All methods of serving the meals must be acceptable by the food service industry. Meals served must include utensils, napkins, salt/pepper, and condiments appropriate to the meal. If applicable and required, the Emergency Management Coordinator may provide meal runners to pick up meals from the CONTRACTORS's location for some areas of the City's operations. CONTRACTOR shall be required to deliver meals to the City Hall location if requested by the Emergency Management Coordinator. CONTRACTOR must serve all food at the proper temperatures and with proper freshness.

CONTRACTOR must store all food and food products at a safe temperature and must handle leftover food/food products in a safe and acceptable way by food service practice.

Food services shall be available 24 hours a day with serving times as follows:

- Breakfast: 5:00 AM until 8:00 AM
- Lunch: 11:00 AM until 1:00 PM
- Dinner: 5:00 PM until 8:00 PM
- Midnight shift "Lunch": 11 pm – 1am (this will be a much smaller shift)
- Coffee and snacks: 24 hrs./day, 7 days/week

CONTRACTOR shall provide measured serving portions to support operations of

personnel working long hours and in extreme weather conditions.

CONTRACTOR shall not serve leftovers from other functions they may cater during off duty hours, or leftovers from the previous day menu. CONTRACTOR is responsible for the purchasing and receiving of all food, merchandise, supplies and food equipment at the designated serving locations.

CONTRACTOR shall also be responsible for providing any power & water appropriate to its onsite food preparation equipment. CONTRACTOR is responsible for providing waste containers and trash bags for all refuse and waste materials created by the CONTRACTOR's operations. Waste materials created by the CONTRACTOR's operations in the food service area shall be promptly disposed of after each meal or as needed during the serving of meals.

The City may provide a dumpster for the disposal of trash generated on-site. Waste foods shall be kept in closed metal or plastic containers until removed from the serving locations.

CONTRACTOR shall make available snack/beverage service 24 hours a day, seven (7) days a week during activation.

CONTRACTOR shall make available coffee service with cups, sugar, creamer, stirrers, etc. on a 24/7 basis.

## PERSONNEL REQUIREMENTS

All employees of the CONTRACTOR shall be neatly attired in uniforms that clearly and properly identify the company represented. The employees shall be neat and clean in appearance and courteous towards the patrons, the public, and their fellow employees. The CONTRACTOR shall train and closely supervise all its employees ensuring they practice the high standards of cleanliness, courtesy, and service required. The CONTRACTOR shall adhere to the adequate number of personnel, compatibility of food and beverage products, and other rules and regulations appurtenant to the event.

## MEAL ORDER CANCELLATION

The City reserves the right to cancel any and all meals, without penalty, by notification to the CONTRACTOR 48 hours in advance of the next scheduled serving. The CONTRACTOR must provide re-stocking costs, specific cancellation criteria and/or cost to be incurred in the event food service is cancelled with less than 48 hours' notice.

## Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Total number of meals served
4. Total number of additional items served if any

5. Total number of meals delivered
6. List of other services provided

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.

#### Performance of Contractor

It is the intent of the Agreement is to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to mobilize pre-storm identified sites within three (3) calendar days of after being tasked by the CITY liquidated damages of \$500 per day for each day not started.
2. Inability to perform services due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day repair site must remain attended.

CONTRACTOR may be immediately terminated and may not paid for the following:

1. Substandard food and food services
2. Moving to another designated Work Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
4. Soliciting work from private citizens or others to be performed in the designated Service Area during the period of this Agreement.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

## **Exhibit B**

### **Federal Contract Provisions**

The Contractor hereby agrees that the following terms, at a minimum, are incorporated into this Agreement:

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The 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 the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

#### Clean Air Act.

1. 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 the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the 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.

#### Federal Water Pollution Control Act.

1. 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 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.

#### Suspension and Debarment.

(1) 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's 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, as laid out in Exhibit I, is a material representation of fact relied upon by the 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 the State of Florida or the 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.

#### Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. 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 who in turn will forward the certification(s) to the awarding agency.

#### Procurement of Recovered materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the CITY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. By signing this agreement, The CONTRACTOR acknowledges that FEMA financial assistance will be

used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**EXHIBIT C**

**CONTRACTOR's FOOD SERVICE FEES**  
**(from the Contractor's Proposal)**

The pricing below is all inclusive as it includes water, power, fuel, mobile kitchen, tables, chairs, utensils, etc.

Pricing based on the assumption of providing services for a minimum of 2 weeks.

People Served	Pricing
0-50	\$130/ PP/PD + \$30,117 mobilization/ demobilization
51-100	\$108/ PP/PD + \$45,715 mobilization/ demobilization
101-250	\$104/ PP/PD + \$62,908 mobilization/ demobilization
251-650	\$97/ PP/PD + \$77,350 mobilization/ demobilization

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** Water Utilities

**TITLE:**

Agreements with B&B Underground Construction, Inc., Johnson-Davis Incorporated, and Hinterland Group, Inc. for Emergency Utility Repairs for Water, Wastewater and Stormwater

**SUMMARY:**

The Agreements authorize B&B Underground Construction, Inc., Johnson-Davis Incorporated, and Hinterland Group, Inc. to provide emergency utility repairs to the water, wastewater and stormwater systems on an as needed basis.

**BACKGROUND AND JUSTIFICATION:**

The Water Utility Department requested bids from responsible and experienced firms to provide repairs to the City's water utility infrastructure immediately after a hurricane, other disaster, or as needed by the City on an emergency basis.

The objective of the IFB and subsequent contracting activity is to secure the services of experienced contractors who are capable of efficiently providing utility repairs in a timely and cost-effective manner. The planning standards used in the bid are based on the anticipated impacts of a named storm event or major flood impacting the City. The City intends to use the contract on an as-needed basis for emergency repairs through Work Orders or Purchase Orders issued in accordance with the City's Procurement Code and Policies.

The City received a total of five bids on May 12, 2020. The bids were reviewed for completeness and evaluated based on the bidder who provided the majority of lowest cost items. B&B Underground Construction, Inc. provided 138 of the lowest cost items, Johnson-Davis Incorporated provided 128 of the lowest cost items and Hinterland Group, Inc. provided 119 of the lowest cost items. The other two bids provided less than 50 of the lowest cost items. It is the intention of the City to enter into the agreements for services for two (2) years, with three (3) one year renewal options.

**MOTION:**

Move to approve/disapprove the Agreements with B&B Underground Construction, Inc., Johnson-Davis Incorporated, and Hinterland Group, Inc. for Emergency Utility Repairs for Water, Wastewater and Stormwater on an as needed basis.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Bid Tabulation

Agreement with B&B Underground Construction, Inc.  
Agreement with Johnson-Davis Incorporated  
Agreement with Hinterland Group, Inc.

**Department Review:**

Brian Shields – Director

Christy Goddeau – City Attorney

Michael Bornstein – City Manager

**Bid Tabulation**  
**City of Lake Worth Beach**  
**IFB 20-106 Emergency Utility Repairs for Water, Wastewater and Stormwater**  
**5/12/2020 - 3:00 PM E.S.T.**

Items GC-11 through GC-17 & W-117 have been excluded from the calculation as they are representative of costs that are directly reimbursable by the City.

ITEM	DESCRIPTION	Johnson-Davis, Inc.		Hinterland Group, Inc.		Foster Marine Contractors, Inc.		B & B Underground Construction, Inc.		DBF Construction, LLC	
		UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
<b>GENERAL CONDITIONS</b>											
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	\$3,000.00	LS	\$3,500.00	LS	\$8,000.00	LS	\$3,000.00	LS	\$7,500.00
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	\$3,000.00	LS	\$2,500.00	LS	\$6,000.00	LS	\$3,000.00	LS	\$8,500.00
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	\$2,000.00	LS	\$1,500.00	LS	\$4,000.00	LS	\$2,000.00	LS	\$6,500.00
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	\$2,000.00	LS	\$1,000.00	LS	\$3,000.00	LS	\$2,000.00	LS	\$6,500.00
GC-5	Record Drawing (less than 40 LF of Utility Work)	LS	\$1,500.00	LS	\$3,500.00	LS	\$5,000.00	LS	\$1,500.00	LS	\$5,500.00
GC-6	Record Drawing (more than 40 LF of Utility Work)	LS	\$3,500.00	LS	\$6,000.00	LS	\$10,000.00	LS	\$1,500.00	LS	\$12,900.00
GC-7	Construction Survey	LS	\$500.00	LS	\$1,500.00	LS	\$7,500.00	LS	\$1,000.00	LS	\$5,500.00
GC-8	M.O.T. Residential Street	EA	\$600.00	EA	\$600.00	EA	\$1,000.00	EA	\$350.00	EA	\$10,000.00
GC-9	M.O.T. City Arterial Roadway	EA	\$1,500.00	EA	\$1,200.00	EA	\$1,500.00	EA	\$1,000.00	EA	\$30,000.00
GC-10	M.O.T. DOT Roadway	EA	\$3,000.00	EA	\$2,500.00	EA	\$2,500.00	EA	\$4,000.00	EA	\$25,000.00
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)	ALLOWANCE	N/A	ALLOWANCE	N/A	ALLOWANCE	N/A	ALLOWANCE	N/A	ALLOWANCE	N/A
GC-12	Density Tests (actual cost reimbursement by City)	---	N/A	---	N/A	---	N/A	---	N/A	---	N/A
GC-13	Proctor Tests (actual cost reimbursement by City)	---	N/A	---	N/A	---	N/A	---	N/A	---	N/A
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)	---	N/A	---	N/A	---	N/A	---	N/A	---	N/A
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)	---	N/A	---	N/A	---	N/A	---	N/A	---	N/A
GC-16	Concrete 12" x 8" Cylinder Test (actual cost reimbursement by City)	---	N/A	---	N/A	---	N/A	---	N/A	---	N/A
GC-17	Applicable Permits (actual cost reimbursement by City)	---	N/A	---	N/A	---	N/A	---	N/A	---	N/A
<b>WASTEWATER</b>											
<b>WASTEWATER FOREMAIN- Includes all fittings, appurtenances, restraints and restoration for a complete installation</b>											
F-1	Furnish & Install 4-inch C-900 DR-18 PVC Sewer Main	LF	\$40.00	LF	\$90.00	LF	\$90.00	LF	\$75.00	LF	\$379.50
F-2	Furnish & Install 4-inch Class 350 DIP Sewer Main	LF	\$75.00	LF	\$85.00	LF	\$88.00	LF	\$105.00	LF	\$385.25
F-3	Furnish & Install 6-inch C-900 DR-18 PVC Sewer Main	LF	\$45.00	LF	\$90.00	LF	\$122.00	LF	\$80.00	LF	\$391.00
F-4	Furnish & Install 6-inch Class 350 DIP Sewer Main	LF	\$60.00	LF	\$95.00	LF	\$130.00	LF	\$120.00	LF	\$391.00
F-5	Furnish & Install 6-inch C-900 DR-18 PVC Sewer Main	LF	\$55.00	LF	\$90.00	LF	\$115.00	LF	\$85.00	LF	\$402.50
F-6	Furnish & Install 8-inch Class 350 DIP Sewer Main	LF	\$65.00	LF	\$110.00	LF	\$153.00	LF	\$125.00	LF	\$396.75
F-7	Furnish & Install 8-inch C-900 DR-18 PVC Sewer Main	LF	\$65.00	LF	\$110.00	LF	\$193.00	LF	\$95.00	LF	\$408.25
F-8	Furnish & Install 10-inch Class 350 DIP Sewer Main	LF	\$70.00	LF	\$120.00	LF	\$205.00	LF	\$145.00	LF	\$408.25
F-9	Furnish & Install 12-inch C-900 DR-18 PVC Sewer Main	LF	\$70.00	LF	\$120.00	LF	\$228.00	LF	\$175.00	LF	\$419.25
F-10	Furnish & Install 12-inch Class 350 DIP Sewer Main	LF	\$85.00	LF	\$130.00	LF	\$249.00	LF	\$215.00	LF	\$408.25
F-11	Furnish & Install 16-inch C-905 DR-18 PVC Sewer Main	LF	\$75.00	LF	\$145.00	LF	\$506.00	LF	\$260.00	LF	\$431.25
F-12	Furnish & Install 16-inch Class 350 DIP Sewer Main	LF	\$130.00	LF	\$155.00	LF	\$230.00	LF	\$230.00	LF	\$414.00
F-13	Furnish & Install 18-inch C-905 DR-18 PVC Sewer Main	LF	\$90.00	LF	\$160.00	LF	\$600.00	LF	\$480.00	LF	\$442.75
F-14	Furnish & Install 18-inch Class 350 DIP Sewer Main	LF	\$140.00	LF	\$165.00	LF	\$656.00	LF	\$520.00	LF	\$460.00
F-15	Furnish & Install 20-inch C-905 DR-18 PVC Sewer Main	LF	\$95.00	LF	\$245.00	LF	\$975.00	LF	\$539.00	LF	\$454.25
F-16	Furnish & Install 20-inch Class 350 DIP Sewer Main	LF	\$150.00	LF	\$260.00	LF	\$730.00	LF	\$591.00	LF	\$694.50
F-17	Furnish & Install 24-inch C-905 DR-18 PVC Sewer Main	LF	\$150.00	LF	\$350.00	LF	\$905.00	LF	\$780.00	LF	\$465.75
F-18	Furnish & Install 24-inch Class 350 DIP Sewer Main	LF	\$190.00	LF	\$380.00	LF	\$965.00	LF	\$840.00	LF	\$644.00
F-19	Furnish & Install 30-inch C-905 DR-21 PVC Sewer Main	LF	\$160.00	LF	\$450.00	LF	\$1,586.25	LF	\$1,278.00	LF	\$1,038.00
F-20	Furnish & Install 30-inch Class 350 DIP Sewer Main	LF	\$200.00	LF	\$480.00	LF	\$1,715.00	LF	\$1,460.00	LF	\$1,038.00
F-21	Furnish & Install 36-inch C-905 DR-21 PVC Sewer Main	LF	\$250.00	LF	\$525.00	LF	\$2,075.00	LF	\$1,510.00	LF	\$1,092.50
F-22	Furnish & Install 36-inch Class 350 DIP Sewer Main	LF	\$350.00	LF	\$580.00	LF	\$2,200.00	LF	\$1,580.00	LF	\$1,092.50
F-23	Furnish & Install 42-inch Class 350 DIP Sewer Main	LF	\$550.00	LF	\$820.00	LF	\$2,485.00	LF	\$2,190.00	LF	\$2,070.00
<b>GRAVITY SANITARY SEWER- Includes all fittings, appurtenances, dewatering and restoration for a complete installation</b>											
F-24	Furnish & Install 8-inch SDR-26 PVC Sewer Main	4" - 8" Deep	LF \$220.00	4" - 8" Deep	LF \$250.00	4" - 8" Deep	LF \$105.00	4" - 8" Deep	LF \$60.00	4" - 8" Deep	LF \$477.25
F-25	Furnish & Install 8-inch SDR-26 PVC Sewer Main	8" - 12" Deep	LF \$270.00	8" - 12" Deep	LF \$300.00	8" - 12" Deep	LF \$150.00	8" - 12" Deep	LF \$80.00	8" - 12" Deep	LF \$480.70
F-26	Furnish & Install 8-inch DR-18 PVC Sewer Main	12" + Deep	LF \$300.00	12" + Deep	LF \$400.00	12" + Deep	LF \$180.00	12" + Deep	LF \$200.00	12" + Deep	LF \$862.50
F-27	Furnish & Install 8-inch Class 350 DIP Sewer Main	4" - 8" Deep	LF \$250.00	4" - 8" Deep	LF \$250.00	4" - 8" Deep	LF \$152.00	4" - 8" Deep	LF \$90.00	4" - 8" Deep	LF \$396.75
F-28	Furnish & Install 8-inch Class 350 DIP Sewer Main	8" - 12" Deep	LF \$350.00	8" - 12" Deep	LF \$300.00	8" - 12" Deep	LF \$190.00	8" - 12" Deep	LF \$180.00	8" - 12" Deep	LF \$419.75
F-29	Furnish & Install 10-inch SDR-26 PVC Sewer Main	4" - 8" Deep	LF \$230.00	4" - 8" Deep	LF \$300.00	4" - 8" Deep	LF \$125.00	4" - 8" Deep	LF \$110.00	4" - 8" Deep	LF \$477.25
F-30	Furnish & Install 10-inch SDR-26 PVC Sewer Main	8" - 12" Deep	LF \$280.00	8" - 12" Deep	LF \$350.00	8" - 12" Deep	LF \$160.00	8" - 12" Deep	LF \$210.00	8" - 12" Deep	LF \$480.70
F-31	Furnish & Install 10-inch DR-18 PVC Sewer Main	12" + Deep	LF \$340.00	12" + Deep	LF \$450.00	12" + Deep	LF \$240.00	12" + Deep	LF \$275.00	12" + Deep	LF \$862.50
F-32	Furnish & Install 10-inch Class 350 DIP Sewer Main	4" - 8" Deep	LF \$200.00	4" - 8" Deep	LF \$300.00	4" - 8" Deep	LF \$193.00	4" - 8" Deep	LF \$140.00	4" - 8" Deep	LF \$425.50
F-33	Furnish & Install 10-inch Class 350 DIP Sewer Main	8" - 12" Deep	LF \$360.00	8" - 12" Deep	LF \$350.00	8" - 12" Deep	LF \$238.00	8" - 12" Deep	LF \$280.00	8" - 12" Deep	LF \$431.25
F-34	Furnish & Install 12-inch SDR-26 PVC Sewer Main	4" - 8" Deep	LF \$280.00	4" - 8" Deep	LF \$300.00	4" - 8" Deep	LF \$158.00	4" - 8" Deep	LF \$115.00	4" - 8" Deep	LF \$431.25
F-35	Furnish & Install 12-inch SDR-26 PVC Sewer Main	8" - 12" Deep	LF \$290.00	8" - 12" Deep	LF \$400.00	8" - 12" Deep	LF \$185.00	8" - 12" Deep	LF \$140.00	8" - 12" Deep	LF \$437.00
F-36	Furnish & Install 12-inch DR-18 PVC Sewer Main	12" + Deep	LF \$400.00	12" + Deep	LF \$500.00	12" + Deep	LF \$280.00	12" + Deep	LF \$280.00	12" + Deep	LF \$868.25
F-37	Furnish & Install 12-inch Class 350 DIP Sewer Main	4" - 8" Deep	LF \$240.00	4" - 8" Deep	LF \$300.00	4" - 8" Deep	LF \$230.00	4" - 8" Deep	LF \$90.00	4" - 8" Deep	LF \$442.75
F-38	Furnish & Install 12-inch Class 350 DIP Sewer Main	8" - 12" Deep	LF \$280.00	8" - 12" Deep	LF \$400.00	8" - 12" Deep	LF \$275.00	8" - 12" Deep	LF \$160.00	8" - 12" Deep	LF \$468.50
F-39	Furnish & Install 15-inch SDR-26 PVC Sewer Main	4" - 8" Deep	LF \$280.00	4" - 8" Deep	LF \$350.00	4" - 8" Deep	LF \$275.00	4" - 8" Deep	LF \$120.00	4" - 8" Deep	LF \$460.00
F-40	Furnish & Install 15-inch SDR-26 PVC Sewer Main	8" - 12" Deep	LF \$370.00	8" - 12" Deep	LF \$450.00	8" - 12" Deep	LF \$310.00	8" - 12" Deep	LF \$180.00	8" - 12" Deep	LF \$471.50
F-41	Furnish & Install 15-inch DR-18 PVC Sewer Main	12" + Deep	LF \$550.00	12" + Deep	LF \$550.00	12" + Deep	LF \$480.00	12" + Deep	LF \$290.00	12" + Deep	LF \$868.25
F-42	Furnish & Install 15-inch Class 250 DIP Sewer Main	4" - 8" Deep	LF \$250.00	4" - 8" Deep	LF \$350.00	4" - 8" Deep	LF \$425.00	4" - 8" Deep	LF \$180.00	4" - 8" Deep	LF \$425.50
F-43	Furnish & Install 15-inch Class 250 DIP Sewer Main	8" - 12" Deep	LF \$290.00	8" - 12" Deep	LF \$450.00	8" - 12" Deep	LF \$455.00	8" - 12" Deep	LF \$200.00	8" - 12" Deep	LF \$442.75
F-44	Furnish & Install 18-inch PS 115 PVC Sewer Main	4" - 8" Deep	LF \$300.00	4" - 8" Deep	LF \$400.00	4" - 8" Deep	LF \$486.00	4" - 8" Deep	LF \$180.00	4" - 8" Deep	LF \$471.50
F-45	Furnish & Install 18-inch PS 115 PVC Sewer Main	8" - 12" Deep	LF \$440.00	8" - 12" Deep	LF \$500.00	8" - 12" Deep	LF \$550.00	8" - 12" Deep	LF \$220.00	8" - 12" Deep	LF \$448.50
F-46	Furnish & Install 18-inch DR-18 PVC Sewer Main	12" + Deep	LF \$580.00	12" + Deep	LF \$600.00	12" + Deep	LF \$610.00	12" + Deep	LF \$350.00	12" + Deep	LF \$874.00
F-47	Furnish & Install 18-inch Class 250 DIP Sewer Main	4" - 8" Deep	LF \$300.00	4" - 8" Deep	LF \$400.00	4" - 8" Deep	LF \$511.00	4" - 8" Deep	LF \$400.00	4" - 8" Deep	LF \$431.25
F-48	Furnish & Install 18-inch Class 250 DIP Sewer Main	8" - 12" Deep	LF \$320.00	8" - 12" Deep	LF \$500.00	8" - 12" Deep	LF \$574.00	8" - 12" Deep	LF \$460.00	8" - 12" Deep	LF \$454.25
F-49	Furnish & Install 21-inch PS 115 PVC Sewer Main	4" - 8" Deep	LF \$320.00	4" - 8" Deep	LF \$400.00	4" - 8" Deep	LF \$573.00	4" - 8" Deep	LF \$410.00	4" - 8" Deep	LF \$477.25
F-50	Furnish & Install 21-inch PS 115 PVC Sewer Main	8" - 12" Deep	LF \$450.00	8" - 12" Deep	LF \$500.00	8" - 12" Deep	LF \$623.00	8" - 12" Deep	LF \$480.00	8" - 12" Deep	LF \$460.00
F-51	Furnish & Install 21-inch DR-18 PVC Sewer Main	12" + Deep	LF \$520.00	12" + Deep	LF \$600.00	12" + Deep	LF \$675.00	12" + Deep	LF \$550.00	12" + Deep	LF \$891.25
F-52	Furnish & Install 20-inch Class 250 DIP Sewer Main	4" - 8" Deep	LF \$350.00	4" - 8" Deep	LF \$450.00	4" - 8" Deep	LF \$510.00	4" - 8" Deep	LF \$310.00	4" - 8" Deep	LF \$431.25
F-53	Furnish & Install 20-inch Class 250 DIP Sewer Main	8" - 12" Deep	LF \$400.00	8" - 12" Deep	LF \$600.00	8" - 12" Deep	LF \$715.00	8" - 12" Deep	LF \$520.00	8" - 12" Deep	LF \$454.25
F-54	Furnish & Install 24-inch PS 115 PVC Sewer Main	4" - 8" Deep	LF \$340.00	4" - 8" Deep	LF \$500.00	4" - 8" Deep	LF \$760.00	4" - 8" Deep	LF \$540.00	4" - 8" Deep	LF \$483.00
F-55	Furnish & Install 24-inch PS 115 PVC Sewer Main	8" - 12" Deep	LF \$470.00	8" - 12" Deep	LF \$600.00	8" - 12" Deep	LF \$830.00	8" - 12" Deep	LF \$600.00	8" - 12" Deep	LF \$494.50
F-56	Furnish & Install 24-inch DR-18 PVC Sewer Main	12" + Deep	LF \$650.00	12" + Deep	LF \$750.00	12" + Deep	LF \$848.00	12" + Deep	LF \$580.00	12" + Deep	LF \$897.00
F-57	Furnish & Install 24-inch Class 250 DIP Sewer Main	4" - 8" Deep	LF \$400.00	4" - 8" Deep	LF \$500.00	4" - 8" Deep	LF \$855.00	4" - 8" Deep	LF \$670.00	4" - 8" Deep	LF \$437.00
F-58	Furnish & Install 24-inch Class 250 DIP Sewer Main	8" - 12" Deep	LF \$520.00	8" - 12" Deep	LF \$600.00	8" - 12" Deep	LF \$923.00	8" - 12" Deep	LF \$740.00	8" - 12" Deep	LF \$448.50
F-59	Furnish & Install 30-inch PS 115 PVC Sewer Main	4" - 8" Deep	LF \$380.00	4" - 8" Deep	LF \$500.00	4" - 8" Deep	LF \$1,255.00	4" - 8" Deep	LF \$1,360.00	4" - 8" Deep	LF \$1,128.00
F-60	Furnish & Install 30-inch PS 115 PVC Sewer Main	8" - 12" Deep	LF \$510.00	8" - 12" Deep	LF \$600.00	8" - 12" Deep	LF \$1,320.00	8" - 12" Deep	LF \$1,400.00	8" - 12" Deep	LF \$1,200.00
F-61	Furnish & Install 30-inch DR-18 PVC Sewer Main	12" + Deep	LF \$740.00	12							

Furnish & Install Gate Valve & Valve Box											
F-75	4" Gate Valve & Valve Box	EA	\$1,400.00	EA	\$1,500.00	EA	\$1,700.00	EA	\$700.00	EA	\$6,676.00
F-76	6" Gate Valve & Valve Box	EA	\$1,600.00	EA	\$1,800.00	EA	\$1,900.00	EA	\$800.00	EA	\$7,245.00
F-77	8" Plug Valve & Valve box	EA	\$2,700.00	EA	\$1,800.00	EA	\$3,600.00	EA	\$1,500.00	EA	\$7,820.00
F-78	8" Plug Valve & Valve box	EA	\$3,500.00	EA	\$2,200.00	EA	\$4,800.00	EA	\$2,500.00	EA	\$8,395.00
F-79	10" Plug Valve & Valve box	EA	\$4,000.00	EA	\$2,500.00	EA	\$5,000.00	EA	\$3,500.00	EA	\$8,970.00
F-80	12" Plug Valve & Valve box	EA	\$2,800.00	EA	\$2,000.00	EA	\$4,100.00	EA	\$3,372.00	EA	\$9,545.00
F-81	16" Plug Valve & Valve box	EA	\$10,000.00	EA	\$7,000.00	EA	\$11,700.00	EA	\$7,800.00	EA	\$12,420.00
F-82	20" Plug Valve & Valve box	EA	\$20,000.00	EA	\$15,000.00	EA	\$25,200.00	EA	\$14,146.00	EA	\$20,700.00
Furnish & Install Tapping Sleeve with Valve & Valve Box											
F-83	4"x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$3,000.00	EA	\$3,500.00	EA	\$4,300.00	EA	\$3,365.00	EA	\$7,000.00
F-84	6"x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$3,500.00	EA	\$3,800.00	EA	\$4,300.00	EA	\$3,383.00	EA	\$7,405.00
F-85	6"x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$3,900.00	EA	\$4,200.00	EA	\$4,900.00	EA	\$3,904.00	EA	\$7,405.00
F-86	8"x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$3,500.00	EA	\$4,000.00	EA	\$4,700.00	EA	\$3,722.00	EA	\$7,795.00
F-87	8"x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$5,000.00	EA	\$4,400.00	EA	\$4,700.00	EA	\$3,672.00	EA	\$7,795.00
F-88	8"x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$5,500.00	EA	\$4,800.00	EA	\$5,500.00	EA	\$4,856.00	EA	\$7,795.00
F-89	10" x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$3,900.00	EA	\$4,000.00	EA	\$4,500.00	EA	\$3,780.00	EA	\$9,005.00
F-90	10" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$6,100.00	EA	\$5,400.00	EA	\$4,800.00	EA	\$4,000.00	EA	\$9,005.00
F-91	10" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$8,500.00	EA	\$5,900.00	EA	\$5,500.00	EA	\$4,200.00	EA	\$9,005.00
F-92	10" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$7,000.00	EA	\$7,000.00	EA	\$8,900.00	EA	\$7,324.00	EA	\$9,005.00
F-93	12" x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$4,000.00	EA	\$4,200.00	EA	\$4,500.00	EA	\$4,718.00	EA	\$9,005.00
F-94	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$5,000.00	EA	\$5,000.00	EA	\$6,000.00	EA	\$5,100.00	EA	\$9,005.00
F-95	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$6,500.00	EA	\$6,200.00	EA	\$5,900.00	EA	\$6,800.00	EA	\$9,005.00
F-96	12" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$7,000.00	EA	\$7,000.00	EA	\$7,700.00	EA	\$6,800.00	EA	\$9,005.00
F-97	12" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$9,000.00	EA	\$9,000.00	EA	\$11,000.00	EA	\$7,740.00	EA	\$9,005.00
F-98	16" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$6,500.00	EA	\$6,000.00	EA	\$6,400.00	EA	\$6,427.00	EA	\$13,545.00
F-99	16" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$7,000.00	EA	\$6,500.00	EA	\$6,800.00	EA	\$7,000.00	EA	\$13,545.00
F-100	16" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$8,500.00	EA	\$12,000.00	EA	\$8,400.00	EA	\$8,000.00	EA	\$13,545.00
F-101	16" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$9,500.00	EA	\$18,000.00	EA	\$10,075.00	EA	\$10,075.00	EA	\$13,545.00
F-102	16" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$17,500.00	EA	\$24,000.00	EA	\$22,500.00	EA	\$20,342.00	EA	\$13,545.00
F-103	18" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$6,500.00	EA	\$6,500.00	EA	\$6,100.00	EA	\$6,060.00	EA	\$15,000.00
F-104	18" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$8,200.00	EA	\$7,000.00	EA	\$7,000.00	EA	\$6,800.00	EA	\$15,000.00
F-105	18" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$9,500.00	EA	\$7,800.00	EA	\$8,200.00	EA	\$6,400.00	EA	\$15,000.00
F-106	18" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$11,000.00	EA	\$18,500.00	EA	\$10,300.00	EA	\$7,700.00	EA	\$15,000.00
F-107	18" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$12,000.00	EA	\$24,500.00	EA	\$18,000.00	EA	\$10,620.00	EA	\$15,000.00
F-108	18" x 18" Tapping Sleeve w/Valve & Valve Box	EA	\$29,000.00	EA	\$30,000.00	EA	\$37,000.00	EA	\$33,410.00	EA	\$15,000.00
F-109	20" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$7,500.00	EA	\$7,500.00	EA	\$8,200.00	EA	\$8,200.00	EA	\$23,365.00
F-110	20" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$11,500.00	EA	\$9,000.00	EA	\$7,200.00	EA	\$8,000.00	EA	\$23,365.00
F-111	20" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$16,500.00	EA	\$10,000.00	EA	\$8,200.00	EA	\$9,100.00	EA	\$23,365.00
F-112	20" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$17,500.00	EA	\$10,000.00	EA	\$8,200.00	EA	\$11,500.00	EA	\$23,365.00
F-113	20" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$20,500.00	EA	\$25,000.00	EA	\$18,000.00	EA	\$22,100.00	EA	\$23,365.00
F-114	20" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$35,000.00	EA	\$42,000.00	EA	\$45,500.00	EA	\$39,760.00	EA	\$23,365.00
F-115	36" x 18" Tapping Sleeve w/Valve & Valve Box	EA	\$27,000.00	EA	\$35,000.00	EA	\$34,500.00	EA	\$28,633.00	EA	\$45,000.00
F-116	36" x 24" Tapping Sleeve w/Valve & Valve Box	EA	\$38,000.00	EA	\$48,000.00	EA	\$49,000.00	EA	\$37,600.00	EA	\$45,000.00
F-117	36" x 30" Tapping Sleeve w/Valve & Valve Box	EA	\$55,000.00	EA	\$85,000.00	EA	\$74,000.00	EA	\$64,335.00	EA	\$45,000.00
F-118	Wastewater Force Main 2" Air Release Valve w/Manhole	EA	\$8,000.00	EA	\$6,500.00	EA	\$5,000.00	EA	\$23,660.00	EA	\$12,000.00
F-119	Wastewater Force Main 2" or 3" Air/Vacuum Valve	EA	\$3,000.00	EA	\$7,500.00	EA	\$15,000.00	EA	\$7,420.00	EA	\$10,000.00
F-120	Wastewater Force Main 2"x1" 2"x2" 2"x3" Combination Air Valve w/Manhole	EA	\$8,000.00	EA	\$7,500.00	EA	\$15,200.00	EA	\$21,210.00	EA	\$10,000.00
Furnish & Install Line Stop inclusive of all appurtenances for a complete installation											
F-121	4" Insertion Line Stop	EA	\$4,000.00	EA	\$5,400.00	EA	\$4,900.00	EA	\$4,000.00	EA	\$12,000.00
F-122	6" Insertion Line Stop	EA	\$4,500.00	EA	\$5,800.00	EA	\$6,200.00	EA	\$4,800.00	EA	\$15,000.00
F-123	8" Insertion Line Stop	EA	\$5,500.00	EA	\$6,000.00	EA	\$6,500.00	EA	\$5,600.00	EA	\$19,000.00
F-124	10" Insertion Line Stop	EA	\$6,500.00	EA	\$7,500.00	EA	\$10,500.00	EA	\$6,800.00	EA	\$19,500.00
F-125	12" Insertion Line Stop	EA	\$10,000.00	EA	\$7,800.00	EA	\$11,000.00	EA	\$10,500.00	EA	\$21,000.00
F-126	16" Insertion Line Stop	EA	\$12,000.00	EA	\$10,000.00	EA	\$12,000.00	EA	\$12,000.00	EA	\$20,000.00
F-127	18" Insertion Line Stop	EA	\$18,000.00	EA	\$11,000.00	EA	\$28,000.00	EA	\$18,650.00	EA	\$30,000.00
F-128	20" Insertion Line Stop	EA	\$20,000.00	EA	\$12,000.00	EA	\$39,000.00	EA	\$20,000.00	EA	\$30,000.00
F-129	24" Insertion Line Stop	EA	\$30,000.00	EA	\$15,000.00	EA	\$43,000.00	EA	\$31,450.00	EA	\$35,000.00
F-130	30" Insertion Line Stop	EA	\$40,000.00	EA	\$25,000.00	EA	\$40,000.00	EA	\$46,000.00	EA	\$55,000.00
F-131	36" Insertion Line Stop	EA	\$50,000.00	EA	\$28,000.00	EA	\$52,000.00	EA	\$52,500.00	EA	\$70,000.00
Furnish & Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench work and Ring and Cover including City approved coatings (inside and out) at a depth of:											
F-132	0' - 4' FT Deep	EA	\$5,000.00	EA	\$6,500.00	EA	\$5,000.00	EA	\$8,000.00	EA	\$10,000.00
F-133	4' - 6' FT Deep	EA	\$8,000.00	EA	\$8,500.00	EA	\$6,500.00	EA	\$11,000.00	EA	\$12,500.00
F-134	6' - 8' FT Deep	EA	\$10,000.00	EA	\$10,000.00	EA	\$9,300.00	EA	\$14,000.00	EA	\$14,000.00
F-135	8' - 10' FT Deep	EA	\$11,000.00	EA	\$12,000.00	EA	\$10,200.00	EA	\$18,000.00	EA	\$17,500.00
F-136	10' - 12' FT Deep	EA	\$12,000.00	EA	\$12,000.00	EA	\$13,400.00	EA	\$20,000.00	EA	\$22,000.00
F-137	12' - 14' FT Deep	EA	\$16,000.00	EA	\$18,500.00	EA	\$14,650.00	EA	\$22,750.00	EA	\$30,000.00
F-138	14' - 16' FT Deep	EA	\$18,000.00	EA	\$24,000.00	EA	\$18,500.00	EA	\$31,620.00	EA	\$35,000.00
F-139	16' - 20' FT Deep	EA	\$21,000.00	EA	\$32,000.00	EA	\$22,000.00	EA	\$52,800.00	EA	\$50,000.00
MISCELLANEOUS											
F-140	Core drill exist manhole (Any size)	EA	\$1,500.00	EA	\$1,200.00	EA	\$5,000.00	EA	\$4,000.00	EA	\$7,500.00
F-141	SANITARY CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.	HR	\$460.00	HR	\$525.00	HR	\$650.00	HR	\$1,800.00	HR	\$2,250.00
WATERMAIN**											
**Prices Quoted in the Water Main Section are Interchangeable with Raw Water Lines as needed											
WATERMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation. Includes testing, density, pressure and bacteriological.											
W-1	Furnish & Install 4-inch C-900 DR-18 PVC Water Main	LF	\$30.00	LF	\$85.00	LF	\$94.00	LF	\$78.00	LF	\$379.50
W-2	Furnish & Install 4-inch Class 350 DIP Water Main	LF	\$40.00	LF	\$90.00	LF	\$90.00	LF	\$100.00	LF	\$385.25
W-3	Furnish & Install 6-inch C-900 DR-18 PVC Water Main	LF	\$32.00	LF	\$95.00	LF	\$110.00	LF	\$85.00	LF	\$391.00
W-4	Furnish & Install 6-inch Class 350 DIP Water Main	LF	\$42.00	LF	\$100.00	LF	\$98.00	LF	\$90.00	LF	\$391.00
W-5	Furnish & Install 8-inch C-900 DR-18 PVC Water Main	LF	\$40.00	LF	\$105.00	LF	\$138.00	LF	\$118.00	LF	\$402.50
W-6	Furnish & Install 8-inch Class 350 DIP Water Main	LF	\$50.00	LF	\$115.00	LF	\$110.00	LF	\$122.00	LF	\$396.75
W-7	Furnish & Install 10-inch C-900 DR-18 PVC Water Main	LF	\$46.00	LF	\$115.00	LF	\$175.00	LF	\$118.00	LF	\$408.25
W-8	Furnish & Install 10-inch Class 350 DIP Water Main	LF	\$55.00	LF	\$125.00	LF	\$140.00	LF	\$130.00	LF	\$408.25
W-9	Furnish & Install 12-inch C-900 DR-18 PVC Water Main	LF	\$50.00	LF	\$125.00	LF	\$205.00	LF	\$155.00	LF	\$419.75
W-10	Furnish & Install 12-inch Class 350 DIP Water Main	LF	\$65.00	LF	\$135.00	LF	\$160.00	LF	\$175.00	LF	\$419.75
W-11	Furnish & Install 16-inch C-905 DR-18 PVC Water Main	LF	\$75.00	LF	\$145.00	LF	\$195.00	LF	\$150.00	LF	\$431.25
W-12	Furnish & Install 16-inch Class 250 DIP Water Main	LF	\$100.00	LF	\$155.00	LF	\$285.00	LF	\$270.00	LF	\$414.00
W-13	Furnish & Install 18-inch C-905 DR-18 PVC Water Main	LF	\$83.00	LF	\$160.00	LF	\$425.00	LF	\$330.00	LF	\$460.00
W-14	Furnish & Install 18-inch Class 250 DIP Water Main	LF	\$110.00	LF	\$165.00	LF	\$345.00	LF	\$360.00	LF	\$480.00
W-15	Furnish & Install 20-inch C-905 DR-18 PVC Water Main	LF	\$110.00	LF	\$245.00	LF	\$485.00	LF	\$385.00	LF	\$484.25
W-16	Furnish & Install 20-inch Class 250 DIP Water Main	LF	\$140.00	LF	\$280.00	LF	\$395.00	LF	\$385.00	LF	\$494.50
W-17	Furnish & Install 24-inch C-905 DR-18 PVC Water Main	LF	\$140.00	LF	\$350.00	LF	\$640.00	LF	\$370.00	LF	\$465.75
W-18	Furnish & Install										

W-33	24" Butterfly Valve & Valve Box	EA	\$10,000.00	EA	\$8,500.00	EA	\$11,500.00	EA	\$13,500.00	EA	\$11,845.00
W-34	30" Butterfly Valve & Valve Box	EA	\$15,000.00	EA	\$13,000.00	EA	\$22,000.00	EA	\$20,380.00	EA	\$18,975.00
W-35	36" Butterfly Valve & Valve Box	EA	\$24,000.00	EA	\$25,000.00	EA	\$29,700.00	EA	\$29,100.00	EA	\$35,075.00
<b>Furnish &amp; Install Tapping Sleeve with Valve &amp; Valve Box</b>											
W-36	4"x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$3,500.00	EA	\$3,500.00	EA	\$4,100.00	EA	\$3,365.00	EA	\$7,000.00
W-37	6"x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$4,000.00	EA	\$3,800.00	EA	\$4,600.00	EA	\$3,335.00	EA	\$7,405.00
W-38	8"x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$4,500.00	EA	\$4,200.00	EA	\$4,750.00	EA	\$3,944.00	EA	\$7,405.00
W-39	8"x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$3,800.00	EA	\$4,000.00	EA	\$4,100.00	EA	\$3,372.00	EA	\$7,795.00
W-40	8"x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$5,000.00	EA	\$4,400.00	EA	\$4,800.00	EA	\$3,672.00	EA	\$7,795.00
W-41	8"x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$6,000.00	EA	\$4,800.00	EA	\$5,700.00	EA	\$4,955.00	EA	\$7,795.00
W-42	10" x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$7,000.00	EA	\$4,000.00	EA	\$4,200.00	EA	\$3,780.00	EA	\$9,005.00
W-43	10" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$8,500.00	EA	\$5,400.00	EA	\$4,900.00	EA	\$4,000.00	EA	\$9,005.00
W-44	10" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$9,500.00	EA	\$5,900.00	EA	\$5,800.00	EA	\$4,200.00	EA	\$9,005.00
W-45	10" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$10,000.00	EA	\$7,000.00	EA	\$8,400.00	EA	\$7,224.00	EA	\$9,005.00
W-46	12" x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$4,500.00	EA	\$4,200.00	EA	\$4,600.00	EA	\$4,718.00	EA	\$9,005.00
W-47	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$8,000.00	EA	\$5,600.00	EA	\$5,100.00	EA	\$5,100.00	EA	\$9,005.00
W-48	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$9,000.00	EA	\$6,200.00	EA	\$6,000.00	EA	\$5,800.00	EA	\$9,005.00
W-49	12" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$7,000.00	EA	\$7,000.00	EA	\$8,500.00	EA	\$8,600.00	EA	\$9,005.00
W-50	12" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$9,000.00	EA	\$9,000.00	EA	\$10,600.00	EA	\$9,740.00	EA	\$9,005.00
W-51	16" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$8,500.00	EA	\$6,000.00	EA	\$6,700.00	EA	\$6,427.00	EA	\$13,545.00
W-52	16" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$10,000.00	EA	\$6,500.00	EA	\$7,600.00	EA	\$7,000.00	EA	\$13,545.00
W-53	16" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$11,000.00	EA	\$12,000.00	EA	\$9,000.00	EA	\$9,000.00	EA	\$13,545.00
W-54	16" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$9,600.00	EA	\$18,000.00	EA	\$10,800.00	EA	\$9,000.00	EA	\$13,545.00
W-55	16" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$17,500.00	EA	\$24,000.00	EA	\$22,000.00	EA	\$20,342.00	EA	\$19,545.00
W-56	18" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$6,500.00	EA	\$6,500.00	EA	\$7,500.00	EA	\$6,000.00	EA	\$15,000.00
W-57	18" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$8,200.00	EA	\$7,000.00	EA	\$8,000.00	EA	\$5,800.00	EA	\$15,000.00
W-58	18" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$9,600.00	EA	\$7,800.00	EA	\$9,200.00	EA	\$6,400.00	EA	\$15,000.00
W-59	18" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$11,000.00	EA	\$18,500.00	EA	\$11,000.00	EA	\$7,700.00	EA	\$15,000.00
W-60	18" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$12,000.00	EA	\$24,500.00	EA	\$12,500.00	EA	\$13,628.00	EA	\$15,000.00
W-61	18" x 18" Tapping Sleeve w/Valve & Valve Box	EA	\$29,000.00	EA	\$30,000.00	EA	\$37,000.00	EA	\$33,410.00	EA	\$15,000.00
W-62	20" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$7,500.00	EA	\$8,500.00	EA	\$7,100.00	EA	\$7,365.00	EA	\$23,365.00
W-63	20" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$8,400.00	EA	\$9,000.00	EA	\$8,200.00	EA	\$8,000.00	EA	\$23,365.00
W-64	20" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$10,200.00	EA	\$10,200.00	EA	\$9,500.00	EA	\$9,000.00	EA	\$23,365.00
W-65	20" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$11,200.00	EA	\$20,000.00	EA	\$11,200.00	EA	\$11,200.00	EA	\$23,365.00
W-66	20" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$20,500.00	EA	\$25,000.00	EA	\$23,000.00	EA	\$22,100.00	EA	\$23,365.00
W-67	20" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$35,000.00	EA	\$42,000.00	EA	\$43,000.00	EA	\$43,000.00	EA	\$23,365.00
W-68	24" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$8,500.00	EA	\$8,500.00	EA	\$9,500.00	EA	\$8,500.00	EA	\$25,000.00
W-69	24" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$8,600.00	EA	\$9,000.00	EA	\$8,300.00	EA	\$41,000.00	EA	\$25,000.00
W-70	24" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$9,800.00	EA	\$10,000.00	EA	\$9,800.00	EA	\$43,000.00	EA	\$25,000.00
W-71	24" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$12,000.00	EA	\$20,000.00	EA	\$11,800.00	EA	\$45,000.00	EA	\$25,000.00
W-72	24" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$16,800.00	EA	\$25,000.00	EA	\$23,100.00	EA	\$46,000.00	EA	\$25,000.00
W-73	24" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$27,000.00	EA	\$42,000.00	EA	\$43,100.00	EA	\$48,000.00	EA	\$25,000.00
W-74	30" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$8,500.00	EA	\$9,000.00	EA	\$7,400.00	EA	\$51,000.00	EA	\$25,000.00
W-75	30" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$9,500.00	EA	\$9,500.00	EA	\$9,500.00	EA	\$22,000.00	EA	\$25,000.00
W-76	30" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$10,600.00	EA	\$12,000.00	EA	\$10,000.00	EA	\$54,000.00	EA	\$25,000.00
W-77	30" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$11,800.00	EA	\$22,000.00	EA	\$12,000.00	EA	\$55,000.00	EA	\$25,000.00
W-78	30" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$16,400.00	EA	\$27,000.00	EA	\$28,500.00	EA	\$38,500.00	EA	\$25,000.00
W-79	30" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$32,000.00	EA	\$45,000.00	EA	\$43,200.00	EA	\$60,000.00	EA	\$25,000.00
W-80	36" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$9,000.00	EA	\$9,500.00	EA	\$8,400.00	EA	\$61,000.00	EA	\$45,000.00
W-81	36" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$10,000.00	EA	\$10,000.00	EA	\$10,000.00	EA	\$62,000.00	EA	\$45,000.00
W-82	36" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$11,500.00	EA	\$12,500.00	EA	\$11,750.00	EA	\$69,000.00	EA	\$45,000.00
W-83	36" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$12,600.00	EA	\$22,500.00	EA	\$13,750.00	EA	\$65,000.00	EA	\$45,000.00
W-84	36" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$14,500.00	EA	\$27,500.00	EA	\$24,000.00	EA	\$67,000.00	EA	\$45,000.00
W-85	36" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$33,800.00	EA	\$45,500.00	EA	\$43,500.00	EA	\$70,000.00	EA	\$45,000.00
W-86	36" x 24" Tapping Sleeve w/Valve & Valve Box	EA	\$39,000.00	EA	\$48,000.00	EA	\$47,000.00	EA	\$73,000.00	EA	\$45,000.00
W-87	36" x 30" Tapping Sleeve w/Valve & Valve Box	EA	\$62,000.00	EA	\$85,000.00	EA	\$74,000.00	EA	\$72,000.00	EA	\$45,000.00
<b>Furnish &amp; Install Line Stop includes all appurtenances for a complete installation</b>											
W-88	4" Insertion Line Stop	EA	\$6,000.00	EA	\$5,400.00	EA	\$4,900.00	EA	\$4,400.00	EA	\$12,000.00
W-89	6" Insertion Line Stop	EA	\$8,000.00	EA	\$8,000.00	EA	\$6,600.00	EA	\$6,200.00	EA	\$12,000.00
W-90	8" Insertion Line Stop	EA	\$10,000.00	EA	\$6,000.00	EA	\$6,500.00	EA	\$5,500.00	EA	\$19,000.00
W-91	10" Insertion Line Stop	EA	\$12,000.00	EA	\$7,500.00	EA	\$9,200.00	EA	\$6,800.00	EA	\$19,500.00
W-92	12" Insertion Line Stop	EA	\$14,000.00	EA	\$7,800.00	EA	\$10,800.00	EA	\$10,500.00	EA	\$21,000.00
W-93	16" Insertion Line Stop	EA	\$20,000.00	EA	\$30,000.00	EA	\$20,500.00	EA	\$4,900.00	EA	\$21,000.00
W-94	18" Insertion Line Stop	EA	\$32,000.00	EA	\$11,000.00	EA	\$29,000.00	EA	\$18,650.00	EA	\$30,000.00
W-95	20" Insertion Line Stop	EA	\$33,000.00	EA	\$12,000.00	EA	\$38,500.00	EA	\$20,000.00	EA	\$30,000.00
W-96	30" Insertion Line Stop	EA	\$75,000.00	EA	\$28,000.00	EA	\$52,500.00	EA	\$52,500.00	EA	\$70,000.00
<b>Fire Hydrants, Sample Points, ARVs</b>											
W-97	Fire Hydrant Assembly w/ 6" Gate Valve, restraints, etc.	EA	\$7,000.00	EA	\$5,000.00	EA	\$6,000.00	EA	\$6,000.00	EA	\$15,000.00
W-98	Remove & Replace Fire Hydrant Assembly	EA	\$7,800.00	EA	\$6,000.00	EA	\$9,900.00	EA	\$6,500.00	EA	\$13,000.00
W-99	Boilers for Fire Hydrant	LS	\$380.00	EA	\$380.00	EA	\$1,200.00	EA	\$2,000.00	EA	\$2,500.00
W-100	Sample Points w/double strap saddle & corp stop	EA	\$1,000.00	EA	\$1,500.00	EA	\$1,050.00	EA	\$900.00	EA	\$1,500.00
W-101	Sample Points on Fire Hydrants	EA	\$1,000.00	EA	\$800.00	EA	\$650.00	EA	\$1,100.00	EA	\$1,500.00
W-102	2" Blowoff piping with box	EA	\$1,000.00	EA	\$1,500.00	EA	\$2,000.00	EA	\$1,500.00	EA	\$4,500.00
W-103	Water Main 1" Combination Air Release Valve w/Manhole (pipes 4"-16")	EA	\$6,500.00	EA	\$6,500.00	EA	\$18,200.00	EA	\$23,610.00	EA	\$15,000.00
W-104	Water Main 2" Combination Air Release Valve w/Manhole (pipes larger than 16")	EA	\$9,000.00	EA	\$7,500.00	EA	\$21,000.00	EA	\$29,000.00	EA	\$25,000.00
<b>Water Services</b>											
W-105	Short Single Service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter	EA	\$1,200.00	EA	\$1,200.00	EA	\$1,900.00	EA	\$1,500.00	EA	\$5,500.00
W-106	Short Double Service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter	EA	\$1,400.00	EA	\$1,500.00	EA	\$2,800.00	EA	\$2,000.00	EA	\$6,000.00
W-107	Short Service for Meter Bank (2" Poly) (up to 10' long) (includes up to 3 services)	EA	\$2,000.00	EA	\$1,800.00	EA	\$6,000.00	EA	\$2,500.00	EA	\$7,700.00
W-108	Additional services on short service meter bank	EA	\$1,000.00	EA	\$700.00	EA	\$1,400.00	EA	\$700.00	EA	\$5,500.00
W-109	Long Single Service (1-2" poly w/3" casings) (up to 50' Long)	EA	\$1,800.00	EA	\$2,400.00	EA	\$3,400.00	EA	\$2,500.00	EA	\$12,000.00
W-110	Long Double Service (1-2" poly w/3" casings) (up to 50' Long)	EA	\$2,000.00	EA	\$3,200.00	EA	\$4,300.00	EA	\$3,000.00	EA	\$13,000.00
W-111	Long Service for Meter Bank (2" Poly) (up to 50' long) (includes up to 3 services)	EA	\$2,200.00	EA	\$3,500.00	EA	\$6,700.00	EA	\$3,700.00	EA	\$15,500.00
W-112	Additional services on long service meter bank	EA	\$1,000.00	EA	\$700.00	EA	\$1,400.00	EA	\$700.00	EA	\$12,000.00
<b>Abandonment</b>											
W-113	Cut existing watermain and connect proposed watermain	EA	\$4,000.00	EA	\$3,400.00	EA	\$6,500.00	EA	\$3,000.00	EA	\$17,500.00
W-114	Cut and plug existing watermain to be abandoned	EA	\$1,000.00	EA	\$1,500.00	EA	\$6,000.00	EA	\$1,000.00	EA	\$12,000.00
W-115	Abandon & grout fill existing 4-6" watermain	LF	\$15.00	LF	\$12.00	LF	\$10.00	LF	\$6.00	LF	\$250.00
W-116	Remove & dispose existing watermain	LF	\$20.00	LF	\$25.00	LF	\$30.00	LF	\$9.00	LF	\$300.00
W-117	Remove & Dispose AC Water Main (actual cost reimbursement by City)	--	N/A								
<b>Miscellaneous</b>											
W-118	WATER CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup	HR	\$420.00	HR	\$525.00	HR	\$550.00	HR	\$1,800.00	HR	\$2,250.00
<b>STORM WATER</b>											
<b>GRAVITY STORM SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation</b>											
S-1	Furnish & Install 12-inch PVC Sewer Main	LF	\$80.00	LF	\$85.00	LF	\$46.00	LF	\$40.00	LF	\$400.00
S-2	Furnish & Install 12-inch PVC Sewer Main	LF	\$100.00	LF	\$95.00	LF	\$60.00	LF	\$60.00	LF	\$600.00
S-3	Furnish & Install 12-inch RCP Sewer Main	LF	\$80.00	LF	\$82.00	LF	\$70.00	LF	\$70.00	LF	\$700.00
S-4	Furnish & Install 12-inch RCP Sewer Main	LF	\$100.00	LF	\$98.00	LF	\$77.00	LF	\$55.00	LF	\$750.00
S-5	Furnish & Install 12-inch HDPE Sewer Main	LF	\$80.00	LF	\$82.00	LF	\$47.00	LF	\$50.00	LF	\$800.00
S-6	Furnish & Install 12-inch HDPE Sewer Main	LF	\$100.00	LF	\$95.00	LF	\$67.00	LF	\$60.00	LF	\$800.00
S-7	Furnish & Install 15-inch RCP Sewer Main	LF									

S-18	Furnish & Install 24-inch RCP Sewer Main	6'-8" Deep	LF	\$140.00	6'-8" Deep	LF	\$120.00	6'-8" Deep	LF	\$107.00	6'-8" Deep	LF	\$100.00	6'-8" Deep	LF	\$85.00	
S-19	Furnish & Install 24-inch HDPE Sewer Main	0'-6" Deep	LF	\$120.00	0'-6" Deep	LF	\$95.00	0'-6" Deep	LF	\$81.00	0'-6" Deep	LF	\$60.00	0'-6" Deep	LF	\$1,200.00	
S-20	Furnish & Install 24-inch HDPE Sewer Main	6'-8" Deep	LF	\$140.00	6'-8" Deep	LF	\$120.00	6'-8" Deep	LF	\$107.00	6'-8" Deep	LF	\$100.00	6'-8" Deep	LF	\$1,200.00	
S-21	Furnish & Install 30-inch PVC Sewer Main	0'-6" Deep	LF	\$140.00	0'-6" Deep	LF	\$130.00	0'-6" Deep	LF	\$152.00	0'-6" Deep	LF	\$110.00	0'-6" Deep	LF	\$1,000.00	
S-22	Furnish & Install 30-inch PVC Sewer Main	6'-8" Deep	LF	\$180.00	6'-8" Deep	LF	\$135.00	6'-8" Deep	LF	\$170.00	6'-8" Deep	LF	\$130.00	6'-8" Deep	LF	\$1,500.00	
S-23	Furnish & Install 30-inch RCP Sewer Main	0'-6" Deep	LF	\$140.00	0'-6" Deep	LF	\$130.00	0'-6" Deep	LF	\$152.00	0'-6" Deep	LF	\$110.00	0'-6" Deep	LF	\$2,000.00	
S-24	Furnish & Install 30-inch RCP Sewer Main	6'-8" Deep	LF	\$180.00	6'-8" Deep	LF	\$150.00	6'-8" Deep	LF	\$170.00	6'-8" Deep	LF	\$130.00	6'-8" Deep	LF	\$2,000.00	
S-25	Furnish & Install 30-inch RCP Sewer Main	8'-10" Deep	LF	\$180.00	8'-10" Deep	LF	\$130.00	8'-10" Deep	LF	\$186.00	8'-10" Deep	LF	\$150.00	8'-10" Deep	LF	\$2,250.00	
S-26	Furnish & Install 36-inch PVC Sewer Main	0'-6" Deep	LF	\$160.00	0'-6" Deep	LF	\$135.00	0'-6" Deep	LF	\$230.00	0'-6" Deep	LF	\$170.00	0'-6" Deep	LF	\$4,000.00	
S-27	Furnish & Install 36-inch PVC Sewer Main	6'-8" Deep	LF	\$180.00	6'-8" Deep	LF	\$145.00	6'-8" Deep	LF	\$215.00	6'-8" Deep	LF	\$160.00	6'-8" Deep	LF	\$4,100.00	
S-28	Furnish & Install 36-inch RCP Sewer Main	0'-6" Deep	LF	\$180.00	0'-6" Deep	LF	\$160.00	0'-6" Deep	LF	\$246.00	0'-6" Deep	LF	\$160.00	0'-6" Deep	LF	\$4,200.00	
S-29	Furnish & Install 36-inch RCP Sewer Main	6'-8" Deep	LF	\$180.00	6'-8" Deep	LF	\$170.00	6'-8" Deep	LF	\$275.00	6'-8" Deep	LF	\$180.00	6'-8" Deep	LF	\$4,300.00	
S-30	Furnish & Install 36-inch RCP Sewer Main	8'-10" Deep	LF	\$200.00	8'-10" Deep	LF	\$195.00	8'-10" Deep	LF	\$300.00	8'-10" Deep	LF	\$200.00	8'-10" Deep	LF	\$4,500.00	
S-31	Furnish & Install 42-inch PVC Sewer Main	0'-6" Deep	LF	\$200.00	0'-6" Deep	LF	\$175.00	0'-6" Deep	LF	\$284.00	0'-6" Deep	LF	\$180.00	0'-6" Deep	LF	\$8,500.00	
S-32	Furnish & Install 42-inch PVC Sewer Main	6'-8" Deep	LF	\$220.00	6'-8" Deep	LF	\$185.00	6'-8" Deep	LF	\$323.00	6'-8" Deep	LF	\$200.00	6'-8" Deep	LF	\$8,600.00	
S-33	Furnish & Install 42-inch RCP Sewer Main	0'-6" Deep	LF	\$180.00	0'-6" Deep	LF	\$190.00	0'-6" Deep	LF	\$284.00	0'-6" Deep	LF	\$210.00	0'-6" Deep	LF	\$8,700.00	
S-34	Furnish & Install 42-inch RCP Sewer Main	6'-8" Deep	LF	\$200.00	6'-8" Deep	LF	\$250.00	6'-8" Deep	LF	\$323.00	6'-8" Deep	LF	\$230.00	6'-8" Deep	LF	\$8,800.00	
S-35	Furnish & Install 42-inch RCP Sewer Main	8'-10" Deep	LF	\$220.00	8'-10" Deep	LF	\$225.00	8'-10" Deep	LF	\$340.00	8'-10" Deep	LF	\$280.00	8'-10" Deep	LF	\$9,000.00	
S-36	Furnish & Install 48-inch RCP Sewer Main	0'-6" Deep	LF	\$240.00	0'-6" Deep	LF	\$200.00	0'-6" Deep	LF	\$310.00	0'-6" Deep	LF	\$190.00	0'-6" Deep	LF	\$9,200.00	
S-37	Furnish & Install 48-inch RCP Sewer Main	6'-8" Deep	LF	\$280.00	6'-8" Deep	LF	\$220.00	6'-8" Deep	LF	\$354.00	6'-8" Deep	LF	\$220.00	6'-8" Deep	LF	\$9,300.00	
S-38	Furnish & Install 48-inch RCP Sewer Main	8'-10" Deep	LF	\$550.00	8'-10" Deep	LF	\$250.00	8'-10" Deep	LF	\$397.00	8'-10" Deep	LF	\$240.00	8'-10" Deep	LF	\$9,400.00	
S-39	Furnish & Install 48-inch RCP Sewer Main	10'-12" Deep	LF	\$600.00	10'-12" Deep	LF	\$325.00	10'-12" Deep	LF	\$465.00	10'-12" Deep	LF	\$300.00	10'-12" Deep	LF	\$9,750.00	
S-40	Furnish & Install 54-inch RCP Sewer Main	0'-6" Deep	LF	\$320.00	0'-6" Deep	LF	\$285.00	0'-6" Deep	LF	\$410.00	0'-6" Deep	LF	\$260.00	0'-6" Deep	LF	\$10,000.00	
S-41	Furnish & Install 54-inch RCP Sewer Main	6'-8" Deep	LF	\$340.00	6'-8" Deep	LF	\$350.00	6'-8" Deep	LF	\$500.00	6'-8" Deep	LF	\$280.00	6'-8" Deep	LF	\$10,000.00	
S-42	Furnish & Install 54-inch RCP Sewer Main	8'-10" Deep	LF	\$500.00	8'-10" Deep	LF	\$400.00	8'-10" Deep	LF	\$570.00	8'-10" Deep	LF	\$310.00	8'-10" Deep	LF	\$10,000.00	
S-43	Furnish & Install 54-inch RCP Sewer Main	10'-15" Deep	LF	\$780.00	10'-15" Deep	LF	\$500.00	10'-15" Deep	LF	\$650.00	10'-15" Deep	LF	\$500.00	10'-15" Deep	LF	\$12,000.00	
S-44	Furnish & Install 60-inch RCP Sewer Main	0'-6" Deep	LF	\$300.00	0'-6" Deep	LF	\$300.00	0'-6" Deep	LF	\$570.00	0'-6" Deep	LF	\$270.00	0'-6" Deep	LF	\$10,200.00	
S-45	Furnish & Install 60-inch RCP Sewer Main	6'-8" Deep	LF	\$400.00	6'-8" Deep	LF	\$350.00	6'-8" Deep	LF	\$720.00	6'-8" Deep	LF	\$360.00	6'-8" Deep	LF	\$10,400.00	
S-46	Furnish & Install 60-inch RCP Sewer Main	8'-10" Deep	LF	\$600.00	8'-10" Deep	LF	\$400.00	8'-10" Deep	LF	\$630.00	8'-10" Deep	LF	\$450.00	8'-10" Deep	LF	\$11,000.00	
S-47	Furnish & Install 60-inch RCP Sewer Main	10'-15" Deep	LF	\$880.00	10'-15" Deep	LF	\$500.00	10'-15" Deep	LF	\$960.00	10'-15" Deep	LF	\$700.00	10'-15" Deep	LF	\$12,000.00	
S-48	Furnish & Install 66-inch RCP Sewer Main	0'-6" Deep	LF	\$340.00	0'-6" Deep	LF	\$400.00	0'-6" Deep	LF	\$680.00	0'-6" Deep	LF	\$370.00	0'-6" Deep	LF	\$10,500.00	
S-49	Furnish & Install 66-inch RCP Sewer Main	6'-8" Deep	LF	\$440.00	6'-8" Deep	LF	\$480.00	6'-8" Deep	LF	\$840.00	6'-8" Deep	LF	\$440.00	6'-8" Deep	LF	\$11,000.00	
S-50	Furnish & Install 66-inch RCP Sewer Main	8'-10" Deep	LF	\$640.00	8'-10" Deep	LF	\$450.00	8'-10" Deep	LF	\$950.00	8'-10" Deep	LF	\$480.00	8'-10" Deep	LF	\$11,000.00	
S-51	Furnish & Install 66-inch RCP Sewer Main	10'-15" Deep	LF	\$920.00	10'-15" Deep	LF	\$550.00	10'-15" Deep	LF	\$1,075.00	10'-15" Deep	LF	\$750.00	10'-15" Deep	LF	\$15,000.00	
S-52	Furnish & Install 72-inch RCP Sewer Main	0'-6" Deep	LF	\$400.00	0'-6" Deep	LF	\$500.00	0'-6" Deep	LF	\$780.00	0'-6" Deep	LF	\$370.00	0'-6" Deep	LF	\$15,000.00	
S-53	Furnish & Install 72-inch RCP Sewer Main	6'-8" Deep	LF	\$500.00	6'-8" Deep	LF	\$550.00	6'-8" Deep	LF	\$940.00	6'-8" Deep	LF	\$480.00	6'-8" Deep	LF	\$15,000.00	
S-54	Furnish & Install 72-inch RCP Sewer Main	8'-10" Deep	LF	\$800.00	8'-10" Deep	LF	\$650.00	8'-10" Deep	LF	\$1,115.00	8'-10" Deep	LF	\$700.00	8'-10" Deep	LF	\$15,000.00	
S-55	Furnish & Install 72-inch RCP Sewer Main	10'-15" Deep	LF	\$1,000.00	10'-15" Deep	LF	\$750.00	10'-15" Deep	LF	\$1,300.00	10'-15" Deep	LF	\$850.00	10'-15" Deep	LF	\$17,000.00	
<b>Furnish &amp; Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:</b>																	
S-56	0' - 4' FT Deep	EA	\$5,000.00	EA	\$4,500.00	EA	\$5,900.00	EA	\$7,500.00	EA	\$12,100.00	EA	\$10,000.00	EA	\$12,500.00	EA	\$10,000.00
S-57	4' - 6' FT Deep	EA	\$7,000.00	EA	\$6,000.00	EA	\$6,000.00	EA	\$8,200.00	EA	\$15,000.00	EA	\$12,500.00	EA	\$15,000.00	EA	\$12,500.00
S-58	6' - 8' FT Deep	EA	\$8,000.00	EA	\$6,500.00	EA	\$7,900.00	EA	\$9,250.00	EA	\$17,000.00	EA	\$14,000.00	EA	\$17,000.00	EA	\$14,000.00
S-59	8' - 10' FT Deep	EA	\$10,000.00	EA	\$8,500.00	EA	\$10,500.00	EA	\$11,800.00	EA	\$21,000.00	EA	\$17,000.00	EA	\$21,000.00	EA	\$17,000.00
S-60	10' - 12' FT Deep	EA	\$12,000.00	EA	\$12,000.00	EA	\$12,900.00	EA	\$18,500.00	EA	\$22,000.00	EA	\$22,000.00	EA	\$22,000.00	EA	\$22,000.00
S-61	12' - 14' FT Deep	EA	\$14,000.00	EA	\$15,000.00	EA	\$17,000.00	EA	\$22,000.00	EA	\$22,000.00	EA	\$22,000.00	EA	\$22,000.00	EA	\$22,000.00
S-62	14' - 16' FT Deep	EA	\$16,000.00	EA	\$19,000.00	EA	\$21,300.00	EA	\$24,000.00	EA	\$24,000.00	EA	\$24,000.00	EA	\$24,000.00	EA	\$24,000.00
S-63	16' - 20' FT Deep	EA	\$20,000.00	EA	\$25,000.00	EA	\$26,500.00	EA	\$30,000.00	EA	\$30,000.00	EA	\$30,000.00	EA	\$30,000.00	EA	\$30,000.00
<b>Outfall Check Valves - includes pipe cleaning and installation for complete system</b>																	
S-64	18" WAPRO Check Valve	EA	\$8,500.00	EA	\$10,500.00	EA	\$10,400.00	EA	\$12,100.00	EA	\$12,100.00	EA	\$12,100.00	EA	\$12,100.00	EA	\$12,100.00
S-65	18" WAPRO Check Valve	EA	\$9,500.00	EA	\$12,000.00	EA	\$11,600.00	EA	\$15,000.00	EA	\$15,000.00	EA	\$15,000.00	EA	\$15,000.00	EA	\$15,000.00
S-66	24" WAPRO Check Valve	EA	\$16,000.00	EA	\$16,500.00	EA	\$14,400.00	EA	\$20,500.00	EA	\$20,500.00	EA	\$20,500.00	EA	\$20,500.00	EA	\$20,500.00
S-67	36" WAPRO Check Valve	EA	\$24,000.00	EA	\$30,000.00	EA	\$26,500.00	EA	\$36,400.00	EA	\$36,400.00	EA	\$36,400.00	EA	\$36,400.00	EA	\$36,400.00
S-68	42" WAPRO Check Valve	EA	\$35,000.00	EA	\$38,000.00	EA	\$39,000.00	EA	\$51,400.00	EA	\$51,400.00	EA	\$51,400.00	EA	\$51,400.00	EA	\$51,400.00
S-69	48" WAPRO Check Valve	EA	\$45,000.00	EA	\$54,000.00	EA	\$58,000.00	EA	\$83,500.00	EA	\$83,500.00	EA	\$83,500.00	EA	\$83,500.00	EA	\$83,500.00
S-70	54" WAPRO Check Valve	EA	\$55,000.00	EA	\$75,000.00	EA	\$66,000.00	EA	\$100,100.00	EA	\$100,100.00	EA	\$100,100.00	EA	\$100,100.00	EA	\$100,100.00
S-71	60" WAPRO Check Valve	EA	\$65,000.00	EA	\$88,000.00	EA	\$100,000.00	EA	\$154,200.00	EA	\$154,200.00	EA	\$154,200.00	EA	\$154,200.00	EA	\$154,200.00
S-72	66" WAPRO Check Valve	EA	\$75,000.00	EA	\$115,000.00	EA	\$122,000.00	EA	\$190,000.00	EA	\$190,000.00	EA	\$190,000.00	EA	\$190,000.00	EA	\$190,000.00
S-73	72" WAPRO Check Valve	EA	\$85,000.00	EA	\$150,000.00	EA	\$148,000.00	EA	\$240,000.00	EA	\$240,000.00	EA	\$240,000.00	EA	\$240,000.00	EA	\$240,000.00
<b>MISCELLANEOUS</b>																	
S-74	STORM CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.	HR	\$480.00	HR	\$525.00	HR	\$600.00	HR	\$800.00	HR	\$800.00	HR	\$800.00	HR	\$800.00	HR	\$2,250.00
S-75	STORM CREW B - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair 36" to 72" diameter. Material costs shall be included with invoice with maximum 15% markup.	HR	\$600.00	HR	\$650.00	HR	\$750.00	HR	\$1,600.00	HR	\$1,600.00	HR	\$1,600.00	HR	\$1,600.00	HR	\$2,250.00
<b>RESTORATION</b>																	
R-1	Removal and disposal of 6" thick concrete	SF	\$10.00	SF	\$2.00	SF	\$4.00	SF	\$6.00	SF	\$6.00	SF	\$6.00	SF	\$6.00	SF	\$10.00
R-2	Furnish & Install 4" Concrete without wire	SF	\$18.00	SF	\$5.00	SF	\$8.00	SF	\$8.00	SF	\$8.00	SF	\$8.00	SF	\$8.00	SF	\$25.00
R-3	Furnish & Install 4" Concrete without wire	SF	\$24.00	SF	\$6.00	SF	\$10.00	SF	\$8.00	SF	\$8.00	SF	\$8.00	SF	\$8.00	SF	\$40.00
R-4	Furnish & Install ADA compliant detectable surface	EA	\$50.00	EA	\$1,000.00	EA	\$1,000.00	EA	\$2,000.00	EA	\$2,000.00	EA	\$2,000.00	EA	\$2,000.00	EA	\$2,000.00
R-5	Furnish & Install FDOT Type "D" Curb - by hand	LF	\$100.00	LF	\$35.00	LF	\$40.00	LF	\$30.00	LF	\$30.00	LF	\$30.00	LF	\$30.00	LF	\$150.00
R-6	Furnish & Install FDOT Type "D" Curb - by machine	LF	\$80.00	LF	\$25.00	LF	\$30.00	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	\$200.00
R-7	Furnish & Install FDOT Type "F" Curb - by hand	LF	\$100.00	LF	\$35.00	LF	\$40.00	LF	\$38.00	LF	\$38.00	LF	\$38.00	LF	\$38.00	LF	\$150.00
R-8	Furnish & Install FDOT Type "F" Curb - by machine	LF	\$80.00	LF	\$25.00	LF	\$30.00	LF	\$28.00	LF	\$28.00	LF	\$28.00	LF	\$28.00	LF	\$200.00
R-9	Furnish & Install FDOT Valley Gutter - by hand	LF	\$100.00	LF	\$35.00	LF	\$40.00	LF	\$40.00	LF	\$40.00	LF	\$40.00	LF	\$40.00	LF	\$150.00
R-10	Furnish & Install FDOT Valley Gutter - by machine	LF	\$80.00	LF	\$25.00	LF	\$30.00	LF	\$30.00	LF	\$30.00	LF	\$30.00	LF	\$30.00	LF	\$200.00
R-11	Furnish & Install Bahia Sod - up to 1000 SF	SF	\$2.00	SF	\$2.00	SF	\$1.00	SF	\$0.70	SF	\$0.70	SF	\$0.70	SF	\$0.70	SF	\$10.00
R-12	Furnish & Install Bahia Sod - over 1000 SF	SF	\$1.00	SF	\$1.00	SF	\$0.75</										

L-12	Furnish and install 10" diameter CIPP liner	12" depth	LF	\$90.00	12" depth	LF	\$34.00	12" depth	LF	\$58.00	12" depth	LF	\$45.00	12" depth	LF	\$52.00													
L-13	Furnish and install 12" diameter CIPP liner	0-8" depth	LF	\$85.00	0-8" depth	LF	\$40.00	0-8" depth	LF	\$90.00	0-8" depth	LF	\$48.00	0-8" depth	LF	\$54.00													
L-14	Furnish and install 12" diameter CIPP liner	8-12" depth	LF	\$90.00	8-12" depth	LF	\$40.00	8-12" depth	LF	\$95.00	8-12" depth	LF	\$48.00	8-12" depth	LF	\$50.00													
L-15	Furnish and install 12" diameter CIPP liner	12" depth	LF	\$95.00	12" depth	LF	\$40.00	12" depth	LF	\$100.00	12" depth	LF	\$50.00	12" depth	LF	\$62.00													
L-16	Furnish and install 15" diameter CIPP liner	0-8" depth	LF	\$90.00	0-8" depth	LF	\$48.00	0-8" depth	LF	\$120.00	0-8" depth	LF	\$55.00	0-8" depth	LF	\$72.00													
L-17	Furnish and install 15" diameter CIPP liner	8-12" depth	LF	\$95.00	8-12" depth	LF	\$48.00	8-12" depth	LF	\$125.00	8-12" depth	LF	\$55.00	8-12" depth	LF	\$84.00													
L-18	Furnish and install 15" diameter CIPP liner	12" depth	LF	\$100.00	12" depth	LF	\$48.00	12" depth	LF	\$130.00	12" depth	LF	\$61.00	12" depth	LF	\$88.00													
L-19	Furnish and install 18" diameter CIPP liner	0-8" depth	LF	\$95.00	0-8" depth	LF	\$58.00	0-8" depth	LF	\$145.00	0-8" depth	LF	\$110.00	0-8" depth	LF	\$84.00													
L-20	Furnish and install 18" diameter CIPP liner	8-12" depth	LF	\$100.00	8-12" depth	LF	\$58.00	8-12" depth	LF	\$150.00	8-12" depth	LF	\$110.00	8-12" depth	LF	\$96.00													
L-21	Furnish and install 18" diameter CIPP liner	12" depth	LF	\$105.00	12" depth	LF	\$58.00	12" depth	LF	\$155.00	12" depth	LF	\$120.00	12" depth	LF	\$102.00													
L-22	Furnish and install 20-21" diameter CIPP liner	0-8" depth	LF	\$100.00	0-8" depth	LF	\$75.00	0-8" depth	LF	\$165.00	0-8" depth	LF	\$120.00	0-8" depth	LF	\$88.00													
L-23	Furnish and install 20-21" diameter CIPP liner	8-12" depth	LF	\$105.00	8-12" depth	LF	\$75.00	8-12" depth	LF	\$170.00	8-12" depth	LF	\$160.00	8-12" depth	LF	\$118.00													
L-24	Furnish and install 20-21" diameter CIPP liner	12" depth	LF	\$110.00	12" depth	LF	\$75.00	12" depth	LF	\$175.00	12" depth	LF	\$160.00	12" depth	LF	\$126.00													
L-25	Furnish and install 24" diameter CIPP liner	0-8" depth	LF	\$105.00	0-8" depth	LF	\$85.00	0-8" depth	LF	\$185.00	0-8" depth	LF	\$160.00	0-8" depth	LF	\$98.00													
L-26	Furnish and install 24" diameter CIPP liner	8-12" depth	LF	\$110.00	8-12" depth	LF	\$85.00	8-12" depth	LF	\$190.00	8-12" depth	LF	\$165.00	8-12" depth	LF	\$128.00													
L-27	Furnish and install 24" diameter CIPP liner	12" depth	LF	\$115.00	12" depth	LF	\$85.00	12" depth	LF	\$195.00	12" depth	LF	\$190.00	12" depth	LF	\$136.00													
L-28	Furnish and install 30" diameter CIPP liner	0-8" depth	LF	\$130.00	0-8" depth	LF	\$125.00	0-8" depth	LF	\$230.00	0-8" depth	LF	\$190.00	0-8" depth	LF	\$128.00													
L-29	Furnish and install 30" diameter CIPP liner	8-12" depth	LF	\$135.00	8-12" depth	LF	\$125.00	8-12" depth	LF	\$235.00	8-12" depth	LF	\$200.00	8-12" depth	LF	\$140.00													
L-30	Furnish and install 30" diameter CIPP liner	12" depth	LF	\$145.00	12" depth	LF	\$125.00	12" depth	LF	\$240.00	12" depth	LF	\$210.00	12" depth	LF	\$148.00													
L-31	Furnish and install 36" diameter CIPP liner	0-8" depth	LF	\$170.00	0-8" depth	LF	\$150.00	0-8" depth	LF	\$290.00	0-8" depth	LF	\$210.00	0-8" depth	LF	\$180.00													
L-32	Furnish and install 36" diameter CIPP liner	8-12" depth	LF	\$175.00	8-12" depth	LF	\$150.00	8-12" depth	LF	\$300.00	8-12" depth	LF	\$210.00	8-12" depth	LF	\$220.00													
L-33	Furnish and install 36" diameter CIPP liner	12" depth	LF	\$180.00	12" depth	LF	\$165.00	12" depth	LF	\$310.00	12" depth	LF	\$240.00	12" depth	LF	\$240.00													
<b>BY-PASS PUMP SET UP WITH BY-PASS PUMPING</b>																													
BP-1	Bypass 4" Pump Including setup and monitoring		DAY	\$1,200.00		DAY	\$800.00		DAY	\$600.00		DAY	\$2,000.00		DAY	\$2,000.00													
BP-2	Bypass 6" Pump Including setup and monitoring		DAY	\$1,400.00		DAY	\$1,000.00		DAY	\$800.00		DAY	\$4,000.00		DAY	\$2,800.00													
BP-3	Bypass 8" Pump Including setup and monitoring		DAY	\$1,800.00		DAY	\$1,200.00		DAY	\$1,200.00		DAY	\$8,000.00		DAY	\$4,000.00													
BP-4	Bypass 10" Pump Including setup and monitoring		DAY	\$2,000.00		DAY	\$2,400.00		DAY	\$2,000.00		DAY	\$8,000.00		DAY	\$5,600.00													
<b>WELL POINT SYSTEM AND DE-WATERING</b>																													
WP-1	Well Point system up to 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$2,800.00		DAY	\$1,500.00		DAY	\$1,500.00		DAY	\$3,500.00		DAY	\$7,500.00													
WP-2	Well Point system with more than 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$3,000.00		DAY	\$1,800.00		DAY	\$2,500.00		DAY	\$4,000.00		DAY	\$12,000.00													
<b>IMPORTED BACKFILL &amp; REMOVAL OF IN-SITU MATERIAL</b>																													
BF-1	Removal & Disposal of unsuitable in-situ material/soil		CY	\$60.00		CY	\$18.00		CY	\$30.00		CY	\$12.00		CY	\$285.00													
BF-2	Imported Backfill & Compaction		CY	\$50.00		CY	\$15.00		CY	\$20.00		CY	\$12.00		CY	\$125.00													
				Lowest Unit Price Count:	128					Lowest Unit Price Count:	119					Lowest Unit Price Count:	45					Lowest Unit Price Count:	138					Lowest Unit Price Count:	16

Vendor	Lowest	Rank
Johnson-Davis, Inc.	128	2
Hinterland Group, Inc.	119	3
Foster Marine Contractors, Inc.	45	4
B & B Underground Construction, Inc.	138	1
DBF Construction, LLC	16	5
	446	

Tied Items: 22

**CONTRACTOR AGREEMENT  
(Emergency Utility Repairs for Water, Wastewater and Stormwater )**

**THIS AGREEMENT** is made this \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Hinterland Group, Inc.**, a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 2051 W Blue Heron Blvd, Riviera Beach, FL 33404.

**RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation to Bid # 20-106 (hereinafter "IFB") for the Emergency Utility Repairs for Water, Wastewater and Stormwater; and

WHEREAS, CONTRACTOR submitted a Bid to perform the services described and set out in the IFB which is incorporated herein by reference with the Scope of Services specifically attached as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any work performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in IFB and **Exhibit "B"**, which are the provisions required to be included in contracts funded by

federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement.

Rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

**2. SCOPE OF WORK**

2.1 The Scope of Work includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide repairs to the CITY's water distribution, wastewater collection and stormwater collection systems immediately after a hurricane, other disaster, or as needed by the CITY on an emergency basis. CONTRACTOR represents that it is capable of efficiently repairing water distribution, wastewater collection and stormwater collection systems for a large CITY area in a timely and cost-effective manner. The CONTRACTOR is also capable of assembling, directing, and managing a work force that can complete the repairs in timely and efficient manner

2.2. The CONTRACTOR represents that it is experienced and proficient in all phases of construction and repairs of water systems, including but not limited to: furnishing and installing various sizes of pipe for gravity sewer main and force main, water distribution lines and storm sewer mains; and concrete structures for the wastewater and storm water systems, set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the repairs in the assigned number of days

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that

the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. MATERIALS**

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

### **5. FEE AND ORDERING MECHANISM**

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a billing rates set forth in CONTRACTOR's bid in Schedule of Unit Prices for

services to be performed, which is attached hereto as **Exhibit “C”**. The CONTRACTOR’s Schedule of Unit Prices shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR’s Schedule of Unit Prices, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new Schedule of Unit Prices for the renewal term(s). The City Manager may approve changes in the CONTRACTOR’s Schedule of Unit Prices based on the recommendation of the CITY’s Water Utility Director or designee.

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY’s procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The CITY’s ordering mechanism for the Scope of Work performed under this Agreement may be a Work Order or CITY Purchase Order; however, the terms and conditions stated in a CITY Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY’s Fiscal Year ends on September 30<sup>th</sup> of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY’s City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR’s services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CITY will provide the CONTRACTOR with plans and/or specifications in order for the CONTRACTOR to develop its proposal. The CONTRACTOR’s proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit “D”** along with a copy of the CONTRACTOR’s proposal and shall be based on the CONTRACTOR’s Schedule of Unit Prices attached hereto as **Exhibit “C”**. Upon receipt of the CONTRACTOR’s proposed work order and proposal, the CITY shall decide in its sole discretion whether to award the work order to the CONTRACTOR. In an event of declared disaster, the work order or a Purchase Order may be awarded by the CITY’s City Manager. If the work order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY’s approval of the work order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved work order shall include (by reference) the plans and/or specifications provided by the CITY to the CONTRACTOR.

## 6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved City work order or Purchase Order issued to the CONTRACTOR annually**, and no additional costs shall be authorized without prior written approval from the CITY.

## 7. INVOICE & PAYMENT

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7.3 Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment from a work order to the CONTRACTOR as retainage until fifty percent (50%) of the work order price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the work order price to the CONTRACTOR, the CITY will withhold only five percent (5%) of each work order payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, the Contract Administrator may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the work order price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.4 Upon substantial completion, the CONTRACTOR shall establish a punch-list of items that must be completed by the CONTRACTOR. The punch-list shall be provided to the CITY within ten (10) days of substantial completion. The CITY shall have five (5) business days to review the punch-list and revise the same. The CITY shall return the punch-list to the CONTRACTOR. The CONTRACTOR shall complete all items identified on the punch-list prior to the CONTRACTOR submitting its final payment request including the request for all retainage.

7.5 Final Payment. Upon final completion and acceptance of the work in accordance with this Agreement (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the CITY), the CONTRACTOR shall submit a "final invoice" to the CITY. In order for both parties to close their books and records, the CONTRACTOR will clearly state "FINAL" on the CONTRACTOR's final

invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. If the CONTRACTOR's Final Invoice is approved as set forth above, the CITY shall pay the remainder of the work order price including any amount held as retainage.

7.6 Notwithstanding the foregoing, the CITY shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the CITY.

7.7 Final payment shall not become due until the CONTRACTOR and all of its subcontractors submit to the CITY releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of this Agreement or otherwise related to the Program.

7.8 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

## **8. PUBLIC CONSTRUCTION BOND**

It is anticipated that work awarded under this Agreement may require a public construction bond under section 255.05, Florida Statutes. Due to the likelihood of services having to be performed on an emergency basis, the CONTRACTOR must provide the CITY with a public construction bond in amount of \$200,000 at the beginning of the hurricane season (no later than June 1 of each year) which is in accordance with section 255.05, Florida Statutes. Said bond shall remain in place until December 1 of each year. The bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the CITY prior to the CONTRACTOR providing any services under this Agreement.

If the CITY approves a Purchase Order or a work order which exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the CITY with an amendment to the bond which covers the amount in excess of \$200,000. Said bond amendment must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond amendment must be provided to the CITY prior to the CONTRACTOR providing any services under the Purchase Order or work order. The CITY reserves the right to request a separate public construction bond for any Purchase Order or work order which is less than \$200,000. The cost of the public construction bond(s) as required under this section shall be a direct pass through cost to the CITY without any mark-up by the CONTRACTOR.

The public construction bond shall be on forms attached hereto as **Exhibit “E”** or substantially similar as approved by the CITY and shall incorporate by reference the terms of this Agreement in its entirety.

To be acceptable to the CITY, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the CONTRACTOR submits its proposed work order for CITY approval.

(d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

(e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

## **9. AUDIT BY CITY**

9.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct

and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

## **10. COPIES OF DATA/DOCUMENTS**

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

## **11. OWNERSHIP**

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

## **12. WRITTEN AUTHORIZATION REQUIRED**

12.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **13. DEFAULTS, TERMINATION OF AGREEMENT**

13.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

## **14. INSURANCE**

14.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

14.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

14.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

14.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

## **15. WAIVER OF BREACH**

15.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## **16. INDEMNITY**

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

16.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

16.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

17.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A"); all applicable federal grant requirements (Exhibit "B"); and, the CONTRACTOR's Equipment and Personnel Rate Schedule (Exhibit "C"). To the extent that there exists a conflict between this Agreement

and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "A" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **18. ASSIGNMENT**

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **19. SUCCESSORS AND ASSIGNS**

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **20. OF TRIAL BY JURY**

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## **21. GOVERNING LAW AND REMEDIES**

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **22. TIME IS OF THE ESSENCE**

22.1 Time is of the essence in the completion of the Scope of Work as specified herein.

## **23. NOTICES**

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Hinterland Group, Inc.  
Attn. Mayra Aguiar  
2051 W Blue Heron Blvd  
Riviera Beach, Florida 33404

## **24. SEVERABILITY**

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## **25. DELAYS AND FORCES OF NATURE**

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **26. COUNTERPARTS**

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

## **27. LIMITATIONS OF LIABILITY**

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

## **28. PUBLIC ENTITY CRIMES**

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

## **29. PREPARATION**

29.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **30. PALM BEACH COUNTY INSPECTOR GENERAL**

30.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **31. ENFORCEMENT COSTS**

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

## **32. PUBLIC RECORDS**

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [DANDREA@LAKEWORTHBEACHFL.GOV](mailto:DANDREA@LAKEWORTHBEACHFL.GOV), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

### **33. COPYRIGHTS AND/OR PATENT RIGHTS**

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

### **34. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

34.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

### **35. FEDERAL AND STATE TAX**

35.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

### **36. PROTECTION OF PROPERTY**

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

### **37. DAMAGE TO PERSONS OR PROPERTY**

37.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

### **38. WARRANTY**

38.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs

of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

### **39. SCRUTINIZED COMPANIES**

39.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

39.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

39.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

39.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

39.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **40. SURVIVABILITY**

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

### **41. WORK FOR HIRE**

41.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Emergency Utility Repairs for Water, Wastewater and Stormwater on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Pam Triolo, Mayor

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:

**Hinterland Group, Inc.**

[Corporate Seal]



By: \_\_\_\_\_  
*[Signature]*

Print Name: Daniel Duke III

Title: President

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 8th day of June, 2020, by Daniel Duke III, who was physically present, as President (title), of **Hinterland Group, Inc.**, a company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ N/A as identification.

Notary Public

\_\_\_\_\_  
*[Signature]*  
Print Name: Mayra C. Aguiar  
My commission expires: 11/12/2021



Mayra C. Aguiar  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG125233  
Expires 11/12/2021

## **Exhibit A**

### **IFB Scope of Services**

The City of Lake Worth Beach is expecting that the CONTRACTOR provides repairs to the CITY's water distribution, wastewater collection and stormwater collection systems immediately after a hurricane, other disaster, or as needed by the CITY on an emergency basis. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently repairing aforementioned water systems in a timely and cost-effective manner. The CONTRACTOR should be experienced and proficient in all phases of construction and repairs of water systems, including but not limited to: furnishing and installing various sizes of pipe for gravity sewer main and force main, water distribution lines and storm sewer mains; and concrete structures for the wastewater and storm water systems, set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the repairs in the assigned number of days.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster management or monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover water, wastewater and stormwater repair needs in any major disaster scenario or other emergency, the primary focus is on the threat of hurricane damage to the CITY. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

The CITY envisions the need for multiple contracts to carry out the water utility systems work throughout the CITY in the event of a major disaster or other emergency. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial CITY payment and between subsequent payments, as well as

the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel to complete comprehensive water utility system repairs and demonstrable experience in major disaster recovery projects.

This Agreement is a contingency contract that will be activated activated via purchase order or work order only in the case of an emergency or immediately after an emergency. As such, no compensation will accrue to the contractor(s) unless and until a purchase order or work order is issued either in anticipation of an emergency or immediately after such disaster. Each purchase order/work order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this Agreement.

In addition to using CITY forces and equipment, the CITY intends to award multiple contracts on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the CITY prior to or in the aftermath of an emergency. Each CONTRACTOR awarded a repair contract will serve as a General Contractor for the purpose of water utility systems repair operations, and will be able to use his/her own resources and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the CONTRACTOR awarded a repair contract under this IFB to advise them of the CITY's intent to utilize the contracts via purchase order/work order.

When a major disaster or emergency occurs or is imminent, the CITY will initially send out an alert to the selected CONTRACTOR(S). This alert will serve to activate the lines of communication between the CONTRACTOR representatives and the CITY.

Specific purchase orders/work orders will be issued to select contractor(s) based on the best interest of the CITY. The CITY reserves the right to assign purchase orders to various CONTRACTORS based on pricing submitted. The CITY does not guarantee a cradle to grave pricing arrangement but reserves the right to pick and choose awarded CONTRACTORS based on ranking.

The general concept of water utility systems repairs shall include pipe break repair, pipe collapse repair, sections of pipe replacement, cleaning and lining of existing mains, among other tasks. The CITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the anticipated or disaster's or emergency's impacts.

The CITY reserves the right to utilize the CONTRACTOR for other repair work consistent with this Scope of Work even if the repair work is not an emergency. Said work will be awarded via Purchase Order OR Work Order in the CITY's sole discretion.

### Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order or Work Order, Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, and tasks performed, if appropriate
5. Volumes of repairs handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.

### Performance of Contractor

It is the intent of the Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Inability to perform repairs due to CONTRACTOR equipment or operational failures, liquidated damages of \$500 per day, for each day repair site must remain attended.

CONTRACTOR may also be subject to non-payment and liquidated damages of \$50 for the following infraction:

1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.

The CONTRACTOR may be immediately terminated and may not be paid for the following:

1. Starting repairs of any non-eligible, non-CITY approved areas.
2. Moving to another designated Work Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
4. Soliciting work from private citizens or others to be performed in the designated Service Area during the awarded contract term.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

## **Exhibit B**

### **Federal Contract Provisions**

The Contractor hereby agrees that the following terms, at a minimum, are incorporated into this Agreement:

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The 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 the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

#### Clean Air Act.

1. 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 the CITY, and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the 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.

#### Federal Water Pollution Control Act.

1. 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 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.

#### Suspension and Debarment.

(1) 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's 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, as laid out in Exhibit I, is a material representation of fact relied upon by the 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 the State of Florida or the 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.

#### Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. 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 who in turn will forward the certification(s) to the awarding agency.

#### Procurement of Recovered materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the CITY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. By signing this agreement, The CONTRACTOR acknowledges that FEMA financial assistance will be

used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**EXHIBIT C**

**CONTRACTOR'S SCHEDULE OF UNIT PRICES**

		Hinterland Group, Inc.		
ITEM	DESCRIPTION	-	UNIT	PRICE
<b>GENERAL CONDITIONS</b>				
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	\$3,500.00
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	\$2,500.00
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	\$1,500.00
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	\$1,000.00
GC-5	Record Drawing (less than 40 LF of Utility Work)		LS	\$3,500.00
GC-6	Record Drawing (more than 40 LF of Utility Work)		LS	\$6,000.00
GC-7	Construction Survey		LS	\$1,500.00
GC-8	M.O.T. Residential Street		EA	\$500.00
GC-9	M.O.T. City Arterial Roadway		EA	\$1,200.00
GC-10	M.O.T. DOT Roadway		EA	\$2,500.00
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)		ALLOWANCE	N/A
GC-12	Density Tests (actual cost reimbursement by City)		---	N/A
GC-13	Proctor Tests (actual cost reimbursement by City)		---	N/A
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)		---	N/A
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)		---	N/A
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)		---	N/A
GC-17	Applicable Permits (actual cost reimbursement by City)		---	N/A
<b>WASTEWATER</b>				
<b>WASTEWATER FORCEMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation</b>				
F-1	Furnish & Install 4-Inch C-900 DR-18 PVC Sewer Main		LF	\$80.00
F-2	Furnish & Install 4-Inch Class 350 DIP Sewer Main		LF	\$85.00
F-3	Furnish & Install 6-Inch C-900 DR-18 PVC Sewer Main		LF	\$90.00
F-4	Furnish & Install 6-Inch Class 350 DIP Sewer Main		LF	\$95.00
F-5	Furnish & Install 8-Inch C-900 DR-18 PVC Sewer Main		LF	\$100.00
F-6	Furnish & Install 8-Inch Class 350 DIP Sewer Main		LF	\$110.00
F-7	Furnish & Install 10-Inch C-900 DR-18 PVC Sewer Main		LF	\$110.00

F-8	Furnish & Install 10-Inch Class 350 DIP Sewer Main		LF	\$120.00
F-9	Furnish & Install 12-Inch C-900 DR-18 PVC Sewer Main		LF	\$120.00
F-10	Furnish & Install 12-Inch Class 350 DIP Sewer Main		LF	\$130.00
F-11	Furnish & Install 16-Inch C-905 DR-18 PVC Sewer Main		LF	\$145.00
F-12	Furnish & Install 16-Inch Class 350 DIP Sewer Main		LF	\$155.00
F-13	Furnish & Install 18-Inch C-905 DR-18 PVC Sewer Main		LF	\$160.00
F-14	Furnish & Install 18-Inch Class 350 DIP Sewer Main		LF	\$165.00
F-15	Furnish & Install 20-Inch C-905 DR-18 PVC Sewer Main		LF	\$245.00
F-16	Furnish & Install 20-Inch Class 350 DIP Sewer Main		LF	\$260.00
F-17	Furnish & Install 24-Inch C-905 DR-18 PVC Sewer Main		LF	\$350.00
F-18	Furnish & Install 24-Inch Class 350 DIP Sewer Main		LF	\$380.00
F-19	Furnish & Install 30-Inch C-905 DR-21 PVC Sewer Main		LF	\$450.00
F-20	Furnish & Install 30-Inch Class 350 DIP Sewer Main		LF	\$480.00
F-21	Furnish & Install 36-Inch C-905 DR-21 PVC Sewer Main		LF	\$525.00
F-22	Furnish & Install 36-Inch Class 350 DIP Sewer Main		LF	\$580.00
F-23	Furnish & Install 42-Inch Class 350 DIP Sewer Main		LF	\$820.00
<b>GRAVITY SANITARY SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation</b>				
F-24	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$250.00
F-25	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$300.00
F-26	Furnish & Install 8-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$400.00
F-27	Furnish & Install 8-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$250.00
F-28	Furnish & Install 8-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$300.00
F-29	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$300.00
F-30	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$350.00
F-31	Furnish & Install 10-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$450.00
F-32	Furnish & Install 10-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$300.00
F-33	Furnish & Install 10-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$350.00
F-34	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$300.00
F-35	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$400.00
F-36	Furnish & Install 12-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$500.00
F-37	Furnish & Install 12-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$300.00

F-38	Furnish & Install 12-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$400.00
F-39	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$350.00
F-40	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$450.00
F-41	Furnish & Install 15-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$550.00
F-42	Furnish & Install 15-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$350.00
F-43	Furnish & Install 15-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$450.00
F-44	Furnish & Install 18-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$400.00
F-45	Furnish & Install 18-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$500.00
F-46	Furnish & Install 18-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$600.00
F-47	Furnish & Install 18-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$400.00
F-48	Furnish & Install 18-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$500.00
F-49	Furnish & Install 21-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$400.00
F-50	Furnish & Install 21-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$500.00
F-51	Furnish & Install 21-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$600.00
F-52	Furnish & Install 20-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$500.00
F-53	Furnish & Install 20-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$600.00
F-54	Furnish & Install 24-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$500.00
F-55	Furnish & Install 24-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$600.00
F-56	Furnish & Install 24-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$750.00
F-57	Furnish & Install 24-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$500.00
F-58	Furnish & Install 24-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$600.00
F-59	Furnish & Install 30-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$500.00
F-60	Furnish & Install 30-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$600.00
F-61	Furnish & Install 30-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$750.00
F-62	Furnish & Install 30-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$500.00

F-63	Furnish & Install 30-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$600.00
F-64	Furnish & Install 36-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$600.00
F-65	Furnish & Install 36-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$700.00
F-66	Furnish & Install 36-Inch DR-21 PVC Sewer Main	12' + Deep	LF	\$900.00
F-67	Furnish & Install 36-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$600.00
F-68	Furnish & Install 36-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$700.00
<b>Sanitary Sewer Lateral Clean-Out including cut-in wye and all appurtenances for complete installation</b>				
F-69	Sanitary Sewer 6" Lateral & Clean-out (single)	<7' depth to main	EA	\$6,500.00
F-70	Sanitary Sewer 6" Lateral & Clean-out (double)	<7' depth to main	EA	\$7,200.00
F-71	Sanitary Sewer 6" Lateral & Clean-out (single)	>7' depth to main	EA	\$8,500.00
F-72	Sanitary Sewer 6" Lateral & Clean-out (double)	>7' depth to main	EA	\$9,400.00
F-73	Sanitary Sewer 8" Lateral & Clean-out (single)		EA	\$9,500.00
F-74	Sanitary Sewer 8" Lateral & Clean-out (double)		EA	\$10,200.00
<b>Furnish &amp; Install Gate Valve &amp; Valve Box</b>				
F-75	4" Gate Valve & Valve Box		EA	\$1,500.00
F-76	6" Gate Valve & Valve Box		EA	\$1,800.00
F-77	6" Plug Valve & Valve box		EA	\$1,800.00
F-78	8" Plug Valve & Valve box		EA	\$2,200.00
F-79	10" Plug Valve & Valve box		EA	\$2,500.00
F-80	12" Plug Valve & Valve box		EA	\$2,800.00
F-81	16" Plug Valve & Valve box		EA	\$7,000.00
F-82	20" Plug Valve & Valve box		EA	\$15,000.00
<b>Furnish &amp; Install Tapping Sleeve with Valve &amp; Valve Box</b>				
F-83	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,500.00
F-84	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,800.00
F-85	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$4,200.00
F-86	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$4,000.00
F-87	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$4,400.00
F-88	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$4,800.00
F-89	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$4,000.00
F-90	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,400.00

F-91	10" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$5,900.00
F-92	10" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$7,000.00
F-93	12" x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$4,200.00
F-94	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$5,600.00
F-95	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$6,200.00
F-96	12" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$7,000.00
F-97	12" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$9,000.00
F-98	16" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$6,000.00
F-99	16" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$6,500.00
F-100	16" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$12,000.00
F-101	16" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$18,000.00
F-102	16" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$24,000.00
F-103	18" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$6,500.00
F-104	18" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$7,000.00
F-105	18" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$7,800.00
F-106	18" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$18,500.00
F-107	18" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$24,500.00
F-108	18" x 18" Tapping Sleeve w/Valve & Valve Box	EA	\$30,000.00
F-109	20" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$8,500.00
F-110	20" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$9,000.00
F-111	20" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$10,000.00
F-112	20" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$20,000.00
F-113	20" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$25,000.00
F-114	20" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$42,000.00
F-115	36" x 18" Tapping Sleeve w/Valve & Valve Box	EA	\$35,000.00
F-116	36" x 24" Tapping Sleeve w/Valve & Valve Box	EA	\$48,000.00
F-117	36" x 30" Tapping Sleeve w/Valve & Valve Box	EA	\$85,000.00
F-118	Wastewater Force Main 2" Air Release Valve w/Manhole	EA	\$6,500.00
F-119	Wastewater Force Main 2" or 3" Air/Vacuum Valve	EA	\$7,500.00
F-120	Wastewater Force Main 2"x1", 2"x2", 2"x3" Combination Air Valve w/Manhole	EA	\$7,500.00
<b>Furnish &amp; Install Line Stop inclusive of all appurtenances for a complete installation</b>			
F-121	4" Insertion Line Stop	EA	\$5,400.00
F-122	6" Insertion Line Stop	EA	\$5,800.00
F-123	8" Insertion Line Stop	EA	\$6,000.00
F-124	10" Insertion Line Stop	EA	\$7,500.00
F-125	12" Insertion Line Stop	EA	\$7,800.00
F-126	16" Insertion Line Stop	EA	\$10,000.00
F-127	18" Insertion Line Stop	EA	\$11,000.00
F-128	20" Insertion Line Stop	EA	\$12,000.00
F-129	24" Insertion Line Stop	EA	\$15,000.00
F-130	30" Insertion Line Stop	EA	\$25,000.00
F-131	36" Insertion Line Stop	EA	\$28,000.00

<b>Furnish &amp; Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench work and Ring and Cover including City approved coatings (inside and out) at a depth of:</b>			
F-132	0' - 4' FT Deep	EA	\$6,500.00
F-133	4' - 6' FT Deep	EA	\$8,500.00
F-134	6' - 8' FT Deep	EA	\$10,000.00
F-135	8' - 10' FT Deep	EA	\$12,000.00
F-136	10' - 12' FT Deep	EA	\$15,000.00
F-137	12' - 14' FT Deep	EA	\$18,500.00
F-138	14' - 16' FT Deep	EA	\$24,000.00
F-139	16' - 20' FT Deep	EA	\$32,000.00
<b>MISCELLANEOUS</b>			
F-140	Core drill exist manhole (Any size)	EA	\$1,200.00
F-141	SANITARY CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.	HR	\$525.00
<b>WATERMAIN**</b>			
<b>**Prices Quoted in the Water Main Section are Interchangeable with Raw Water Lines as needed</b>			
<b>WATERMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation. Includes testing: density, pressure and bacteriological.</b>			
W-1	Furnish & Install 4-Inch C-900 DR-18 PVC Water Main	LF	\$85.00
W-2	Furnish & Install 4-Inch Class 350 DIP Water Main	LF	\$90.00
W-3	Furnish & Install 6-Inch C-900 DR-18 PVC Water Main	LF	\$95.00
W-4	Furnish & Install 6-Inch Class 350 DIP Water Main	LF	\$100.00
W-5	Furnish & Install 8-Inch C-900 DR-18 PVC Water Main	LF	\$105.00
W-6	Furnish & Install 8-Inch Class 350 DIP Water Main	LF	\$115.00
W-7	Furnish & Install 10-Inch C-900 DR-18 PVC Water Main	LF	\$115.00
W-8	Furnish & Install 10-Inch Class 350 DIP Water Main	LF	\$125.00
W-9	Furnish & Install 12-Inch C-900 DR-18 PVC Water Main	LF	\$125.00
W-10	Furnish & Install 12-Inch Class 350 DIP Water Main	LF	\$135.00
W-11	Furnish & Install 16-Inch C-905 DR-18 PVC Water Main	LF	\$145.00
W-12	Furnish & Install 16-Inch Class 250 DIP Water Main	LF	\$155.00
W-13	Furnish & Install 18-Inch C-905 DR-18 PVC Water Main	LF	\$160.00
W-14	Furnish & Install 18-Inch Class 250 DIP Water Main	LF	\$165.00
W-15	Furnish & Install 20-Inch C-905 DR-18 PVC Water Main	LF	\$245.00
W-16	Furnish & Install 20-Inch Class 250 DIP Water Main	LF	\$260.00
W-17	Furnish & Install 24-Inch C-905 DR-18 PVC Water Main	LF	\$350.00
W-18	Furnish & Install 24-Inch Class 200 DIP Water Main	LF	\$380.00
W-19	Furnish & Install 30-Inch C-905 DR-21 PVC Water Main	LF	\$450.00
W-20	Furnish & Install 30-Inch Class 200 DIP Water Main	LF	\$480.00
W-21	Furnish & Install 36-Inch C-905 DR-21 PVC Water Main	LF	\$525.00

W-22	Furnish & Install 36-Inch Class 200 DIP Water Main	LF	\$580.00
<b>Furnish &amp; Install Gate Valve &amp; Valve Box</b>			
W-23	4" Gate Valve & Valve Box	EA	\$1,500.00
W-24	6" Gate Valve & Valve Box	EA	\$1,800.00
W-25	8" Gate Valve & Valve Box	EA	\$2,200.00
W-26	10" Gate Valve & Valve Box	EA	\$2,500.00
W-27	12" Gate Valve & Valve Box	EA	\$2,800.00
W-28	16" Gate Valve & Valve Box	EA	\$7,000.00
<b>Furnish &amp; Install Butterfly Valve &amp; Valve Box</b>			
W-29	14" Butterfly Valve & Valve Box	EA	\$3,500.00
W-30	16" Butterfly Valve & Valve Box	EA	\$3,800.00
W-31	18" Butterfly Valve & Valve Box	EA	\$4,800.00
W-32	20" Butterfly Valve & Valve Box	EA	\$5,400.00
W-33	24" Butterfly Valve & Valve Box	EA	\$8,500.00
W-34	30" Butterfly Valve & Valve Box	EA	\$13,000.00
W-35	36" Butterfly Valve & Valve Box	EA	\$25,000.00
<b>Furnish &amp; Install Tapping Sleeve with Valve &amp; Valve Box</b>			
W-36	4"x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$3,500.00
W-37	6"x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$3,800.00
W-38	6"x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$4,200.00
W-39	8"x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$4,000.00
W-40	8"x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$4,400.00
W-41	8"x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$4,800.00
W-42	10" x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$4,000.00
W-43	10" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$5,400.00
W-44	10" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$5,900.00
W-45	10" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$7,000.00
W-46	12" x 4" Tapping Sleeve w/Valve & Valve Box	EA	\$4,200.00
W-47	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$5,600.00
W-48	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$6,200.00
W-49	12" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$7,000.00
W-50	12" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$9,000.00
W-51	16" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$6,000.00
W-52	16" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$6,500.00
W-53	16" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$12,000.00
W-54	16" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$18,000.00
W-55	16" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$24,000.00
W-56	18" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$6,500.00
W-57	18" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$7,000.00
W-58	18" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$7,800.00
W-59	18" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$18,500.00
W-60	18" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$24,500.00
W-61	18" x 18" Tapping Sleeve w/Valve & Valve Box	EA	\$30,000.00
W-62	20" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$8,500.00

W-63	20" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$9,000.00
W-64	20" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$10,000.00
W-65	20" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$20,000.00
W-66	20" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$25,000.00
W-67	20" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$42,000.00
W-68	24" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$8,500.00
W-69	24" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$9,000.00
W-70	24" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$10,000.00
W-71	24" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$20,000.00
W-72	24" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$25,000.00
W-73	24" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$42,000.00
W-74	30" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$9,000.00
W-75	30" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$9,500.00
W-76	30" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$12,000.00
W-77	30" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$22,000.00
W-78	30" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$27,000.00
W-79	30" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$45,000.00
W-80	36" x 6" Tapping Sleeve w/Valve & Valve Box	EA	\$9,500.00
W-81	36" x 8" Tapping Sleeve w/Valve & Valve Box	EA	\$10,000.00
W-82	36" x 10" Tapping Sleeve w/Valve & Valve Box	EA	\$12,500.00
W-83	36" x 12" Tapping Sleeve w/Valve & Valve Box	EA	\$22,500.00
W-84	36" x 16" Tapping Sleeve w/Valve & Valve Box	EA	\$27,500.00
W-85	36" x 20" Tapping Sleeve w/Valve & Valve Box	EA	\$45,500.00
W-86	36" x 24" Tapping Sleeve w/Valve & Valve Box	EA	\$48,000.00
W-87	36" x 30" Tapping Sleeve w/Valve & Valve Box	EA	\$85,000.00
<b>Furnish &amp; Install Line Stop includes all appurtenances for a complete installation</b>			
W-88	4" Insertion Line Stop	EA	\$5,400.00
W-89	6" Insertion Line Stop	EA	\$5,800.00
W-90	8" Insertion Line Stop	EA	\$6,000.00
W-91	10" Insertion Line Stop	EA	\$7,500.00
W-92	12" Insertion Line Stop	EA	\$7,800.00
W-93	16" Insertion Line Stop	EA	\$10,000.00
W-94	18" Insertion Line Stop	EA	\$11,000.00
W-95	20" Insertion Line Stop	EA	\$12,000.00
W-96	36" Insertion Line Stop	EA	\$28,000.00
<b>Fire Hydrants, Sample Points, ARVs</b>			
W-97	Fire Hydrant Assembly w/ 6" Gate Valve, restraints, etc.	EA	\$5,000.00
W-98	Remove & Replace Fire Hydrant Assembly	EA	\$6,000.00
W-99	Bollards for Fire Hydrant	LS	\$1,500.00
W-100	Sample Points w/double strap saddle & corp stop	EA	\$1,500.00
W-101	Sample Points on Fire Hydrants	EA	\$800.00

W-102	2" Blowoff piping with box		EA	\$1,500.00
W-103	Water Main 1" Combination Air Release Valve w/Manhole (pipes 4"-16")		EA	\$6,500.00
W-104	Water Main 2" Combination Air Release Valve w/Manhole (pipes larger than 16")		EA	\$7,500.00
<b>Water Services</b>				
W-105	Short Single service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	\$1,200.00
W-106	Short Double Service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	\$1,500.00
W-107	Short Service for Meter Bank (2" Poly) (up to 10' long) (includes up to 3 services)		EA	\$1,800.00
W-108	Additional services on short service meter bank		EA	\$700.00
W-109	Long Single Service (1-2" poly w/3" casings) (up to 50' Long)		EA	\$2,400.00
W-110	Long Double Service (1-2" poly w/3" casings) (up to 50' Long)		EA	\$3,200.00
W-111	Long Service for Meter Bank (2" Poly) (up to 50' long) (includes up to 3 services)		EA	\$3,500.00
W-112	Additional services on long service meter bank		EA	\$700.00
<b>Abandonment</b>				
W-113	Cut existing watermain and connect proposed watermain		EA	\$3,400.00
W-114	Cut and plug existing watermain to be abandoned		EA	\$1,500.00
W-115	Abandon & grout fill existing 4-6" watermain		LF	\$12.00
W-116	Remove & dispose existing watermain		LF	\$25.00
W-117	Remove & Dispose AC Water Main (actual cost reimbursement by City)		--	N/A
<b>Miscellaneous</b>				
W-118	WATER CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$525.00
<b>STORM WATER</b>				
<b>GRAVITY STORM SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation</b>				
S-1	Furnish & Install 12-Inch PVC Sewer Main	0' - 6' Deep	LF	\$85.00
S-2	Furnish & Install 12-Inch PVC Sewer Main	6' - 8' Deep	LF	\$95.00

S-3	Furnish & Install 12-Inch RCP Sewer Main	0' - 6' Deep	LF	\$92.00
S-4	Furnish & Install 12-Inch RCP Sewer Main	6' - 8' Deep	LF	\$98.00
S-5	Furnish & Install 12-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$82.00
S-6	Furnish & Install 12-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$85.00
S-7	Furnish & Install 15-Inch RCP Sewer Main	0' - 6' Deep	LF	\$95.00
S-8	Furnish & Install 15-Inch RCP Sewer Main	6' - 8' Deep	LF	\$105.00
S-9	Furnish & Install 18-Inch PVC Sewer Main	0' - 6' Deep	LF	\$85.00
S-10	Furnish & Install 18-Inch PVC Sewer Main	6' - 8' Deep	LF	\$90.00
S-11	Furnish & Install 18-Inch RCP Sewer Main	0' - 6' Deep	LF	\$100.00
S-12	Furnish & Install 18-Inch RCP Sewer Main	6' - 8' Deep	LF	\$110.00
S-13	Furnish & Install 18-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$85.00
S-14	Furnish & Install 18-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$90.00
S-15	Furnish & Install 24-Inch PVC Sewer Main	0' - 6' Deep	LF	\$95.00
S-16	Furnish & Install 24-Inch PVC Sewer Main	6' - 8' Deep	LF	\$100.00
S-17	Furnish & Install 24-Inch RCP Sewer Main	0' - 6' Deep	LF	\$110.00
S-18	Furnish & Install 24-Inch RCP Sewer Main	6' - 8' Deep	LF	\$120.00
S-19	Furnish & Install 24-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$95.00
S-20	Furnish & Install 24-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$100.00
S-21	Furnish & Install 30-Inch PVC Sewer Main	0' - 6' Deep	LF	\$130.00
S-22	Furnish & Install 30-Inch PVC Sewer Main	6' - 8' Deep	LF	\$135.00
S-23	Furnish & Install 30-Inch RCP Sewer Main	0' - 6' Deep	LF	\$140.00
S-24	Furnish & Install 30-Inch RCP Sewer Main	6' - 8' Deep	LF	\$150.00
S-25	Furnish & Install 30-Inch RCP Sewer Main	8' - 10' Deep	LF	\$130.00
S-26	Furnish & Install 36-Inch PVC Sewer Main	0' - 6' Deep	LF	\$135.00
S-27	Furnish & Install 36-Inch PVC Sewer Main	6' - 8' Deep	LF	\$145.00

S-28	Furnish & Install 36-Inch RCP Sewer Main	0' - 6' Deep	LF	\$160.00
S-29	Furnish & Install 36-Inch RCP Sewer Main	6' - 8' Deep	LF	\$170.00
S-30	Furnish & Install 36-Inch RCP Sewer Main	8' - 10' Deep	LF	\$195.00
S-31	Furnish & Install 42-Inch PVC Sewer Main	0' - 6' Deep	LF	\$175.00
S-32	Furnish & Install 42-Inch PVC Sewer Main	6' - 8' Deep	LF	\$185.00
S-33	Furnish & Install 42-Inch RCP Sewer Main	0' - 6' Deep	LF	\$190.00
S-34	Furnish & Install 42-Inch RCP Sewer Main	6' - 8' Deep	LF	\$200.00
S-35	Furnish & Install 42-Inch RCP Sewer Main	8' - 10' Deep	LF	\$225.00
S-36	Furnish & Install 48-Inch RCP Sewer Main	0' - 6' Deep	LF	\$200.00
S-37	Furnish & Install 48-Inch RCP Sewer Main	6' - 8' Deep	LF	\$220.00
S-38	Furnish & Install 48-Inch RCP Sewer Main	8' - 10' Deep	LF	\$250.00
S-39	Furnish & Install 48-Inch RCP Sewer Main	10' - 12' Deep	LF	\$325.00
S-40	Furnish & Install 54-Inch RCP Sewer Main	0' - 6' Deep	LF	\$285.00
S-41	Furnish & Install 54-Inch RCP Sewer Main	6' - 8' Deep	LF	\$350.00
S-42	Furnish & Install 54-Inch RCP Sewer Main	8' - 10' Deep	LF	\$400.00
S-43	Furnish & Install 54-Inch RCP Sewer Main	10' - 15' Deep	LF	\$500.00
S-44	Furnish & Install 60-Inch RCP Sewer Main	0' - 6' Deep	LF	\$300.00
S-45	Furnish & Install 60-Inch RCP Sewer Main	6' - 8' Deep	LF	\$350.00
S-46	Furnish & Install 60-Inch RCP Sewer Main	8' - 10' Deep	LF	\$400.00
S-47	Furnish & Install 60-Inch RCP Sewer Main	10' - 15' Deep	LF	\$500.00
S-48	Furnish & Install 66-Inch RCP Sewer Main	0' - 6' Deep	LF	\$400.00
S-49	Furnish & Install 66-Inch RCP Sewer Main	6' - 8' Deep	LF	\$400.00
S-50	Furnish & Install 66-Inch RCP Sewer Main	8' - 10' Deep	LF	\$450.00
S-51	Furnish & Install 66-Inch RCP Sewer Main	10' - 15' Deep	LF	\$550.00
S-52	Furnish & Install 72-Inch RCP Sewer Main	0' - 6' Deep	LF	\$500.00

S-53	Furnish & Install 72-Inch RCP Sewer Main	6' - 8' Deep	LF	\$550.00
S-54	Furnish & Install 72-Inch RCP Sewer Main	8' - 10' Deep	LF	\$650.00
S-55	Furnish & Install 72-Inch RCP Sewer Main	10' - 15' Deep	LF	\$750.00
<b>Furnish &amp; Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:</b>				
S-56	0' - 4' FT Deep		EA	\$4,500.00
S-57	4' - 6' FT Deep		EA	\$5,000.00
S-58	6' - 8' FT Deep		EA	\$6,500.00
S-59	8' - 10' FT Deep		EA	\$8,500.00
S-60	10' - 12' FT Deep		EA	\$12,000.00
S-61	12' - 14' FT Deep		EA	\$15,000.00
S-62	14' - 16' FT Deep		EA	\$19,000.00
S-63	16' - 20' FT Deep		EA	\$25,000.00
<b>Outfall Check Valves - includes pipe cleaning and installation for complete system</b>				
S-64	15" WAPRO Check Valve		EA	\$10,500.00
S-65	18" WAPRO Check Valve		EA	\$12,000.00
S-66	24" WAPRO Check Valve		EA	\$16,500.00
S-67	36" WAPRO Check Valve		EA	\$30,000.00
S-68	42" WAPRO Check Valve		EA	\$38,000.00
S-69	48" WAPRO Check Valve		EA	\$54,000.00
S-70	54" WAPRO Check Valve		EA	\$75,000.00
S-71	60" WAPRO Check Valve		EA	\$98,000.00
S-72	66" WAPRO Check Valve		EA	\$115,000.00
S-73	72" WAPRO Check Valve		EA	\$150,000.00
<b>MISCELLANEOUS</b>				
S-74	STORM CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$525.00
S-75	STORM CREW B - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair 36" to 72" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$650.00
<b>RESTORATION</b>				
R-1	Removal and disposal of 6" thick concrete		SF	\$2.00
R-2	Furnish & Install 4" Concrete without wire		SF	\$5.00
R-3	Furnish & Install 6" Concrete without wire		SF	\$6.00
R-4	Furnish & Install ADA compliant detectable surface		EA	\$1,800.00

R-5	Furnish & Install FDOT Type "D" Curb - by hand	LF	\$35.00
R-6	Furnish & Install FDOT Type "D" Curb - by machine	LF	\$25.00
R-7	Furnish & Install FDOT Type "F" Curb - by hand	LF	\$35.00
R-8	Furnish & Install FDOT Type "F" Curb - by machine	LF	\$25.00
R-9	Furnish & Install FDOT Valley Gutter - by hand	LF	\$35.00
R-10	Furnish & Install FDOT Valley Gutter - by machine	LF	\$25.00
R-11	Furnish & Install Bahia Sod - up to 1000 SF	SF	\$2.00
R-12	Furnish & Install Bahia Sod - over 1000 SF	SF	\$1.00
R-13	Furnish & Install Floratam Sod - up to 1000 SF	SF	\$3.00
R-14	Furnish & Install Floratam Sod - over 1000 SF	SF	\$2.00
R-15	Furnish & Install FDOT seed & mulch mix	SY	\$5.00
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	HR	\$180.00
R-17	Removal and Disposal of Existing Asphalt Pavement	SY	\$3.00
R-18	Mill Existing Pavement (3/4" - 1" avg)	SY	\$30.00
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)	SY	\$25.00
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course	SY	\$20.00
R-21	Furnish and Install 1" Type S-III Surface Course	SY	\$25.00
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way	SY	\$35.00
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way	SY	\$40.00
R-24	FDOT Flowable Fill (Excavatable)	CY	\$185.00
R-25	Leak Repairs (structures) - Grouting	GAL	\$35.00
R-26	Ground Stabilization Grouting	CY	\$250.00
R-27	6" Limerock/ Crushed Concrete Base, primed	SY	\$18.00
R-28	8" Limerock/ Crushed Concrete Base, primed	SY	\$24.00
R-29	12" Compacted Subgrade, 98% T-180	SY	\$8.00
R-30	Adjust manhole ring and cover to grade	EA	\$800.00
R-31	Adjust valve box to grade	EA	\$500.00
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)	SF	\$85.00

**CURED-IN-PLACE PIPE LINING\***

\*Cured-in-place lining prices shall be inclusive of pre-video, cleaning, post-video and anything else for a complete installation in gravity sanitary or storm sewer

L-1	Furnish and install 6"-12" diameter CIPP sectional liner, up to 6-ft in length	EA	\$3,500.00
L-2	Furnish and install 6"-12" diameter CIPP sectional liner, beyond 6-ft in length, all depths	LF	\$500.00
L-3	Furnish and install 15"-18" diameter CIPP sectional liner, up to 6-ft in length	EA	\$6,500.00
L-4	Furnish and install 15"-18" diameter CIPP sectional liner, beyond 6-ft in length, all depths	LF	\$500.00
L-5	Furnish and install 21" diameter CIPP sectional liner, up to 6-ft in length	EA	\$8,500.00

L-6	Furnish and install 21" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$500.00
L-7	Furnish and install 8" diameter CIPP liner	0-8' depth	LF	\$30.00
L-8	Furnish and install 8" diameter CIPP liner	8-12' depth	LF	\$30.00
L-9	Furnish and install 8" diameter CIPP liner	12'+ depth	LF	\$30.00
L-10	Furnish and install 10" diameter CIPP liner	0-8' depth	LF	\$34.00
L-11	Furnish and install 10" diameter CIPP liner	8-12' depth	LF	\$34.00
L-12	Furnish and install 10" diameter CIPP liner	12'+ depth	LF	\$34.00
L-13	Furnish and install 12" diameter CIPP liner	0-8' depth	LF	\$40.00
L-14	Furnish and install 12" diameter CIPP liner	8-12' depth	LF	\$40.00
L-15	Furnish and install 12" diameter CIPP liner	12'+ depth	LF	\$40.00
L-16	Furnish and install 15" diameter CIPP liner	0-8' depth	LF	\$48.00
L-17	Furnish and install 15" diameter CIPP liner	8-12' depth	LF	\$48.00
L-18	Furnish and install 15" diameter CIPP liner	12'+ depth	LF	\$48.00
L-19	Furnish and install 18" diameter CIPP liner	0-8' depth	LF	\$58.00
L-20	Furnish and install 18" diameter CIPP liner	8-12' depth	LF	\$58.00
L-21	Furnish and install 18" diameter CIPP liner	12'+ depth	LF	\$58.00
L-22	Furnish and install 20-21" diameter CIPP liner	0-8' depth	LF	\$75.00
L-23	Furnish and install 20-21" diameter CIPP liner	8-12' depth	LF	\$75.00
L-24	Furnish and install 20-21" diameter CIPP liner	12'+ depth	LF	\$75.00
L-25	Furnish and install 24" diameter CIPP liner	0-8' depth	LF	\$85.00
L-26	Furnish and install 24" diameter CIPP liner	8-12' depth	LF	\$85.00
L-27	Furnish and install 24" diameter CIPP liner	12'+ depth	LF	\$85.00
L-28	Furnish and install 30" diameter CIPP liner	0-8' depth	LF	\$125.00
L-29	Furnish and install 30" diameter CIPP liner	8-12' depth	LF	\$125.00
L-30	Furnish and install 30" diameter CIPP liner	12'+ depth	LF	\$125.00

L-31	Furnish and install 36" diameter CIPP liner	0-8' depth	LF	\$150.00
L-32	Furnish and install 36" diameter CIPP liner	8-12' depth	LF	\$150.00
L-33	Furnish and install 36" diameter CIPP liner	12'+ depth	LF	\$165.00
<b>BY-PASS PUMP SET UP WITH BY-PASS PUMPING</b>				
BP-1	Bypass 4" Pump Including setup and monitoring		DAY	\$800.00
BP-2	Bypass 6" Pump Including setup and monitoring		DAY	\$1,000.00
BP-3	Bypass 8" Pump Including setup and monitoring		DAY	\$1,500.00
BP-4	Bypass 10" Pump Including setup and monitoring		DAY	\$2,400.00
<b>WELL POINT SYSTEM AND DE-WATERING</b>				
WP-1	Well Point system up to 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$1,500.00
WP-2	Well Point system with more than 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$1,800.00
<b>IMPORTED BACKFILL &amp; REMOVAL OF IN-SITU MATERIAL</b>				
BF-1	Removal & Disposal of unsuitable in-situ material/soil		CY	\$18.00
BF-2	Imported Backfill & Compaction		CY	\$15.00

**EXHIBIT D**  
**SAMPLE WORK ORDER**

**CONTRACTOR AGREEMENT**  
**(EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER)**  
**WORK ORDER NO. \_\_\_\_\_**

THIS WORK ORDER for Emergency Utility Repairs for Water, Wastewater and Stormwater ("Work Order" hereafter) is made on the \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Hinterland Group, Inc.**, a Florida corporation ("Contractor" hereafter).

**1.0 Project Description:**

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Emergency Utility Repairs for Water, Wastewater and Stormwater project generally described as:

\_\_\_\_\_ (the "Project"). The Project is more specifically described in the plans prepared by \_\_\_\_\_, dated \_\_\_\_\_, and which are incorporated herein by reference.

**2.0 Scope**

Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Work Order shall be within \_\_\_\_\_ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within \_\_\_\_\_ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

**Liquidated Damages.** The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the

services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City \_\_\_\_\_ hundred dollars (\$ \_\_\_\_\_ .00) for each day that expires after the time specified in this Work Order.

**4.0 Compensation and Direct Purchases**

This Work Order is issued for a lump sum, not to exceed amount of \$ \_\_\_\_\_ (\_\_\_\_\_). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**5.0 Project Manager**

The Project Manager for the Contractor is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_; and, the Project Manager for the City is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_.

**6.0 Progress Meetings**

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

**7.0 Contractor's Representations**

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated

on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

**8.0 Warranty.** The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

**9.0 Authorization**

This Work Order is issued pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated [REDACTED], 2020 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Order** as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Hinterland Group, Inc.**

By: \_\_\_\_ (DO NOT SIGN – SAMPLE)

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of **Hinterland Group, Inc.**, a Company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT E**

**CITY OF LAKE WORTH BEACH**

**PAYMENT AND PERFORMANCE BOND**  
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. \_\_\_\_\_

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

**CONTRACTOR:**

Name:

Principal Business Address:

Telephone Number:

**SURETY:**

Name:

Principal Business Address

Telephone Number:

**OWNER:**

City of Lake Worth Beach

7 North Dixie Highway

Lake Worth Beach, FL 33460

(561) 586-1600

**CONTRACT:**

Date:

Amount:

Description (Name and Location):

## **BOND**

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. \_\_\_\_\_ with the City for the project titled “\_\_\_\_\_” (the “Contract”), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the “Contract Documents”) is by reference made a part hereof for the purposes of explaining this bond.
2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
3. THE CONDITION OF THIS BOND is that if Principal:
  - a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and
  - b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

(Attach Power of Attorney)

\_\_\_\_\_  
Print Name

(Corporate Seal)

**CONTRACTOR AGREEMENT  
(Emergency Utility Repairs for Water, Wastewater and Stormwater )**

**THIS AGREEMENT** is made this \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Johnson-Davis Incorporated**, a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 604 Hillbrath Drive, Lantana, FL 33462.

**RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation to Bid # 20-106 (hereinafter "IFB") for the Emergency Utility Repairs for Water, Wastewater and Stormwater; and

WHEREAS, CONTRACTOR submitted a Bid to perform the services described and set out in the IFB which is incorporated herein by reference with the Scope of Services specifically attached as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any work performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in IFB and **Exhibit "B"**, which are the provisions required to be included in contracts funded by

federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

## **1. TERM**

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement.

Rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

## **2. SCOPE OF WORK**

2.1 The Scope of Work includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide repairs to the CITY's water distribution, wastewater collection and stormwater collection systems immediately after a hurricane, other disaster, or as needed by the CITY on an emergency basis. CONTRACTOR represents that it is capable of efficiently repairing water distribution, wastewater collection and stormwater collection systems for a large CITY area in a timely and cost-effective manner. The CONTRACTOR is also capable of assembling, directing, and managing a work force that can complete the repairs in timely and efficient manner

2.2. The CONTRACTOR represents that it is experienced and proficient in all phases of construction and repairs of water systems, including but not limited to: furnishing and installing various sizes of pipe for gravity sewer main and force main, water distribution lines and storm sewer mains; and concrete structures for the wastewater and storm water systems, set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the repairs in the assigned number of days

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that

the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. MATERIALS**

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

### **5. FEE AND ORDERING MECHANISM**

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a billing rates set forth in CONTRACTOR's bid in Schedule of Unit Prices for

services to be performed, which is attached hereto as **Exhibit “C”**. The CONTRACTOR’s Schedule of Unit Prices shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR’s Schedule of Unit Prices, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new Schedule of Unit Prices for the renewal term(s). The City Manager may approve changes in the CONTRACTOR’s Schedule of Unit Prices based on the recommendation of the CITY’s Water Utility Director or designee.

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY’s procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The CITY’s ordering mechanism for the Scope of Work performed under this Agreement may be a Work Order or CITY Purchase Order; however, the terms and conditions stated in a CITY Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY’s Fiscal Year ends on September 30<sup>th</sup> of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY’s City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR’s services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CITY will provide the CONTRACTOR with plans and/or specifications in order for the CONTRACTOR to develop its proposal. The CONTRACTOR’s proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit “D”** along with a copy of the CONTRACTOR’s proposal and shall be based on the CONTRACTOR’s Schedule of Unit Prices attached hereto as **Exhibit “C”**. Upon receipt of the CONTRACTOR’s proposed work order and proposal, the CITY shall decide in its sole discretion whether to award the work order to the CONTRACTOR. In an event of declared disaster, the work order or a Purchase Order may be awarded by the CITY’s City Manager. If the work order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY’s approval of the work order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved work order shall include (by reference) the plans and/or specifications provided by the CITY to the CONTRACTOR.

## 6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved City work order or Purchase Order issued to the CONTRACTOR annually**, and no additional costs shall be authorized without prior written approval from the CITY.

## 7. INVOICE & PAYMENT

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7.3 Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment from a work order to the CONTRACTOR as retainage until fifty percent (50%) of the work order price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the work order price to the CONTRACTOR, the CITY will withhold only five percent (5%) of each work order payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, the Contract Administrator may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the work order price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.4 Upon substantial completion, the CONTRACTOR shall establish a punch-list of items that must be completed by the CONTRACTOR. The punch-list shall be provided to the CITY within ten (10) days of substantial completion. The CITY shall have five (5) business days to review the punch-list and revise the same. The CITY shall return the punch-list to the CONTRACTOR. The CONTRACTOR shall complete all items identified on the punch-list prior to the CONTRACTOR submitting its final payment request including the request for all retainage.

7.5 Final Payment. Upon final completion and acceptance of the work in accordance with this Agreement (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the CITY), the CONTRACTOR shall submit a "final invoice" to the CITY. In order for both parties to close their books and records, the CONTRACTOR will clearly state "FINAL" on the CONTRACTOR's final

invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. If the CONTRACTOR's Final Invoice is approved as set forth above, the CITY shall pay the remainder of the work order price including any amount held as retainage.

7.6 Notwithstanding the foregoing, the CITY shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the CITY.

7.7 Final payment shall not become due until the CONTRACTOR and all of its subcontractors submit to the CITY releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of this Agreement or otherwise related to the Program.

7.8 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

## **8. PUBLIC CONSTRUCTION BOND**

It is anticipated that work awarded under this Agreement may require a public construction bond under section 255.05, Florida Statutes. Due to the likelihood of services having to be performed on an emergency basis, the CONTRACTOR must provide the CITY with a public construction bond in amount of \$200,000 at the beginning of the hurricane season (no later than June 1 of each year) which is in accordance with section 255.05, Florida Statutes. Said bond shall remain in place until December 1 of each year. The bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the CITY prior to the CONTRACTOR providing any services under this Agreement.

If the CITY approves a Purchase Order or a work order which exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the CITY with an amendment to the bond which covers the amount in excess of \$200,000. Said bond amendment must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond amendment must be provided to the CITY prior to the CONTRACTOR providing any services under the Purchase Order or work order. The CITY reserves the right to request a separate public construction bond for any Purchase Order or work order which is less than \$200,000. The cost of the public construction bond(s) as required under this section shall be a direct pass through cost to the CITY without any mark-up by the CONTRACTOR.

The public construction bond shall be on forms attached hereto as **Exhibit “E”** or substantially similar as approved by the CITY and shall incorporate by reference the terms of this Agreement in its entirety.

To be acceptable to the CITY, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the CONTRACTOR submits its proposed work order for CITY approval.

(d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

(e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

## **9. AUDIT BY CITY**

9.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct

and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

## **10. COPIES OF DATA/DOCUMENTS**

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

## **11. OWNERSHIP**

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

## **12. WRITTEN AUTHORIZATION REQUIRED**

12.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **13. DEFAULTS, TERMINATION OF AGREEMENT**

13.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

## **14. INSURANCE**

14.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

14.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

14.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

14.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

## **15. WAIVER OF BREACH**

15.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## **16. INDEMNITY**

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

16.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

16.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

17.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A"); all applicable federal grant requirements (Exhibit "B"); and, the CONTRACTOR's Equipment and Personnel Rate Schedule (Exhibit "C"). To the extent that there exists a conflict between this Agreement

and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "A" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **18. ASSIGNMENT**

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **19. SUCCESSORS AND ASSIGNS**

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **20. OF TRIAL BY JURY**

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## **21. GOVERNING LAW AND REMEDIES**

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **22. TIME IS OF THE ESSENCE**

22.1 Time is of the essence in the completion of the Scope of Work as specified herein.

## **23. NOTICES**

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Johnson-Davis Incorporated  
Attn. Clark Cryer  
604 Hillbrath Drive  
Lantana, Florida 33462

## **24. SEVERABILITY**

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## **25. DELAYS AND FORCES OF NATURE**

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **26. COUNTERPARTS**

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

## **27. LIMITATIONS OF LIABILITY**

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

## **28. PUBLIC ENTITY CRIMES**

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

## **29. PREPARATION**

29.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **30. PALM BEACH COUNTY INSPECTOR GENERAL**

30.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **31. ENFORCEMENT COSTS**

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

## **32. PUBLIC RECORDS**

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [DANDREA@LAKEWORTHBEACHFL.GOV](mailto:DANDREA@LAKEWORTHBEACHFL.GOV), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

### **33. COPYRIGHTS AND/OR PATENT RIGHTS**

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

### **34. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

34.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

### **35. FEDERAL AND STATE TAX**

35.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

### **36. PROTECTION OF PROPERTY**

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

### **37. DAMAGE TO PERSONS OR PROPERTY**

37.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

### **38. WARRANTY**

38.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs

of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

### **39. SCRUTINIZED COMPANIES**

39.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

39.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

39.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

39.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

39.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **40. SURVIVABILITY**

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

### **41. WORK FOR HIRE**

41.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Emergency Utility Repairs for Water, Wastewater and Stormwater on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Pam Triolo, Mayor

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:

**Johnson-Davis Incorporated**

By: \_\_\_\_\_

Print Name: SCOTT JOHNSON

Title: PRESIDENT



[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 08 day of JUNE, 2020, by SCOTT JOHNSON, who was physically present, as PRESIDENT (title), of **Johnson-Davis Incorporated.**, a company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public



LARISA DITU PELKEY  
Commission # GG 157707  
Expires January 22, 2022  
Bonded Thru Budget Notary Services

\_\_\_\_\_  
Print Name: LARISA DITU PELKEY  
My commission expires: 01.22.2022

## **Exhibit A**

### **IFB Scope of Services**

The City of Lake Worth Beach is expecting that the CONTRACTOR provides repairs to the CITY's water distribution, wastewater collection and stormwater collection systems immediately after a hurricane, other disaster, or as needed by the CITY on an emergency basis. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently repairing aforementioned water systems in a timely and cost-effective manner. The CONTRACTOR should be experienced and proficient in all phases of construction and repairs of water systems, including but not limited to: furnishing and installing various sizes of pipe for gravity sewer main and force main, water distribution lines and storm sewer mains; and concrete structures for the wastewater and storm water systems, set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the repairs in the assigned number of days.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster management or monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover water, wastewater and stormwater repair needs in any major disaster scenario or other emergency, the primary focus is on the threat of hurricane damage to the CITY. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

The CITY envisions the need for multiple contracts to carry out the water utility systems work throughout the CITY in the event of a major disaster or other emergency. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial CITY payment and between subsequent payments, as well as

the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel to complete comprehensive water utility system repairs and demonstrable experience in major disaster recovery projects.

This Agreement is a contingency contract that will be activated activated via purchase order or work order only in the case of an emergency or immediately after an emergency. As such, no compensation will accrue to the contractor(s) unless and until a purchase order or work order is issued either in anticipation of an emergency or immediately after such disaster. Each purchase order/work order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this Agreement.

In addition to using CITY forces and equipment, the CITY intends to award multiple contracts on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the CITY prior to or in the aftermath of an emergency. Each CONTRACTOR awarded a repair contract will serve as a General Contractor for the purpose of water utility systems repair operations, and will be able to use his/her own resources and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the CONTRACTOR awarded a repair contract under this IFB to advise them of the CITY's intent to utilize the contracts via purchase order/work order.

When a major disaster or emergency occurs or is imminent, the CITY will initially send out an alert to the selected CONTRACTOR(S). This alert will serve to activate the lines of communication between the CONTRACTOR representatives and the CITY.

Specific purchase orders/work orders will be issued to select contractor(s) based on the best interest of the CITY. The CITY reserves the right to assign purchase orders to various CONTRACTORS based on pricing submitted. The CITY does not guarantee a cradle to grave pricing arrangement but reserves the right to pick and choose awarded CONTRACTORS based on ranking.

The general concept of water utility systems repairs shall include pipe break repair, pipe collapse repair, sections of pipe replacement, cleaning and lining of existing mains, among other tasks. The CITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the anticipated or disaster's or emergency's impacts.

The CITY reserves the right to utilize the CONTRACTOR for other repair work consistent with this Scope of Work even if the repair work is not an emergency. Said work will be awarded via Purchase Order OR Work Order in the CITY's sole discretion.

### Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order or Work Order, Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, and tasks performed, if appropriate
5. Volumes of repairs handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.

### Performance of Contractor

It is the intent of the Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Inability to perform repairs due to CONTRACTOR equipment or operational failures, liquidated damages of \$500 per day, for each day repair site must remain attended.

CONTRACTOR may also be subject to non-payment and liquidated damages of \$50 for the following infraction:

1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.

The CONTRACTOR may be immediately terminated and may not be paid for the following:

1. Starting repairs of any non-eligible, non-CITY approved areas.
2. Moving to another designated Work Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
4. Soliciting work from private citizens or others to be performed in the designated Service Area during the awarded contract term.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

## **Exhibit B**

### **Federal Contract Provisions**

The Contractor hereby agrees that the following terms, at a minimum, are incorporated into this Agreement:

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The 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 the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

#### Clean Air Act.

1. 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 the CITY, and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the 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.

#### Federal Water Pollution Control Act.

1. 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 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.

#### Suspension and Debarment.

(1) 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's 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, as laid out in Exhibit I, is a material representation of fact relied upon by the 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 the State of Florida or the 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.

#### Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. 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 who in turn will forward the certification(s) to the awarding agency.

#### Procurement of Recovered materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the CITY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. By signing this agreement, The CONTRACTOR acknowledges that FEMA financial assistance will be

used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**EXHIBIT C**

**CONTRACTOR'S SCHEDULE OF UNIT PRICES**

		<b>Johnson-Davis Incorporated</b>		
ITEM	DESCRIPTION	-	UNIT	PRICE
<b>GENERAL CONDITIONS</b>				
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	\$3,000.00
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	\$3,000.00
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	\$2,000.00
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	\$2,000.00
GC-5	Record Drawing (less than 40 LF of Utility Work)		LS	\$1,500.00
GC-6	Record Drawing (more than 40 LF of Utility Work)		LS	\$3,500.00
GC-7	Construction Survey		LS	\$500.00
GC-8	M.O.T. Residential Street		EA	\$500.00
GC-9	M.O.T. City Arterial Roadway		EA	\$1,500.00
GC-10	M.O.T. DOT Roadway		EA	\$3,000.00
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)		ALLOWANCE	N/A
GC-12	Density Tests (actual cost reimbursement by City)		---	N/A
GC-13	Proctor Tests (actual cost reimbursement by City)		---	N/A
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)		---	N/A
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)		---	N/A
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)		---	N/A
GC-17	Applicable Permits (actual cost reimbursement by City)		---	N/A
<b>WASTEWATER</b>				
<b>WASTEWATER FORCEMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation</b>				
F-1	Furnish & Install 4-Inch C-900 DR-18 PVC Sewer Main		LF	\$40.00
F-2	Furnish & Install 4-Inch Class 350 DIP Sewer Main		LF	\$75.00
F-3	Furnish & Install 6-Inch C-900 DR-18 PVC Sewer Main		LF	\$45.00

F-4	Furnish & Install 6-Inch Class 350 DIP Sewer Main		LF	\$60.00
F-5	Furnish & Install 8-Inch C-900 DR-18 PVC Sewer Main		LF	\$55.00
F-6	Furnish & Install 8-Inch Class 350 DIP Sewer Main		LF	\$65.00
F-7	Furnish & Install 10-Inch C-900 DR-18 PVC Sewer Main		LF	\$65.00
F-8	Furnish & Install 10-Inch Class 350 DIP Sewer Main		LF	\$70.00
F-9	Furnish & Install 12-Inch C-900 DR-18 PVC Sewer Main		LF	\$70.00
F-10	Furnish & Install 12-Inch Class 350 DIP Sewer Main		LF	\$95.00
F-11	Furnish & Install 16-Inch C-905 DR-18 PVC Sewer Main		LF	\$75.00
F-12	Furnish & Install 16-Inch Class 350 DIP Sewer Main		LF	\$130.00
F-13	Furnish & Install 18-Inch C-905 DR-18 PVC Sewer Main		LF	\$90.00
F-14	Furnish & Install 18-Inch Class 350 DIP Sewer Main		LF	\$140.00
F-15	Furnish & Install 20-Inch C-905 DR-18 PVC Sewer Main		LF	\$95.00
F-16	Furnish & Install 20-Inch Class 350 DIP Sewer Main		LF	\$150.00
F-17	Furnish & Install 24-Inch C-905 DR-18 PVC Sewer Main		LF	\$150.00
F-18	Furnish & Install 24-Inch Class 350 DIP Sewer Main		LF	\$190.00
F-19	Furnish & Install 30-Inch C-905 DR-21 PVC Sewer Main		LF	\$180.00
F-20	Furnish & Install 30-Inch Class 350 DIP Sewer Main		LF	\$200.00
F-21	Furnish & Install 36-Inch C-905 DR-21 PVC Sewer Main		LF	\$250.00
F-22	Furnish & Install 36-Inch Class 350 DIP Sewer Main		LF	\$350.00
F-23	Furnish & Install 42-Inch Class 350 DIP Sewer Main		LF	\$550.00
<b>GRAVITY SANITARY SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation</b>				
F-24	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$40.00
F-25	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$75.00
F-26	Furnish & Install 8-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$45.00

F-27	Furnish & Install 8-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$60.00
F-28	Furnish & Install 8-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$55.00
F-29	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$65.00
F-30	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$65.00
F-31	Furnish & Install 10-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$70.00
F-32	Furnish & Install 10-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$70.00
F-33	Furnish & Install 10-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$95.00
F-34	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$75.00
F-35	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$130.00
F-36	Furnish & Install 12-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$90.00
F-37	Furnish & Install 12-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$140.00
F-38	Furnish & Install 12-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$95.00
F-39	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$150.00
F-40	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$150.00
F-41	Furnish & Install 15-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$190.00
F-42	Furnish & Install 15-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$180.00
F-43	Furnish & Install 15-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$200.00
F-44	Furnish & Install 18-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$250.00
F-45	Furnish & Install 18-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$350.00
F-46	Furnish & Install 18-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$550.00
F-47	Furnish & Install 18-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$300.00
F-48	Furnish & Install 18-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$320.00
F-49	Furnish & Install 21-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$320.00
F-50	Furnish & Install 21-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$450.00
F-51	Furnish & Install 21-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$620.00

F-52	Furnish & Install 20-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$360.00
F-53	Furnish & Install 20-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$400.00
F-54	Furnish & Install 24-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$340.00
F-55	Furnish & Install 24-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$470.00
F-56	Furnish & Install 24-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$680.00
F-57	Furnish & Install 24-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$400.00
F-58	Furnish & Install 24-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$520.00
F-59	Furnish & Install 30-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$380.00
F-60	Furnish & Install 30-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$510.00
F-61	Furnish & Install 30-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$740.00
F-62	Furnish & Install 30-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$620.00
F-63	Furnish & Install 30-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$780.00
F-64	Furnish & Install 36-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$800.00
F-65	Furnish & Install 36-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$700.00
F-66	Furnish & Install 36-Inch DR-21 PVC Sewer Main	12' + Deep	LF	\$800.00
F-67	Furnish & Install 36-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$680.00
F-68	Furnish & Install 36-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$1,000.00
<b>Sanitary Sewer Lateral Clean-Out including cut-in wye and all appurtenances for complete installation</b>				
F-69	Sanitary Sewer 6" Lateral & Clean-out (single)	<7' depth to main	EA	\$2,500.00
F-70	Sanitary Sewer 6" Lateral & Clean-out (double)	<7' depth to main	EA	\$3,000.00
F-71	Sanitary Sewer 6" Lateral & Clean-out (single)	>7' depth to main	EA	\$4,500.00
F-72	Sanitary Sewer 6" Lateral & Clean-out (double)	>7' depth to main	EA	\$5,000.00
F-73	Sanitary Sewer 8" Lateral & Clean-out (single)		EA	\$3,500.00
F-74	Sanitary Sewer 8" Lateral & Clean-out (double)		EA	\$4,000.00
<b>Furnish &amp; Install Gate Valve &amp; Valve Box</b>				
F-75	4" Gate Valve & Valve Box		EA	\$1,400.00

F-76	6" Gate Valve & Valve Box		EA	\$1,600.00
F-77	6" Plug Valve & Valve box		EA	\$2,700.00
F-78	8" Plug Valve & Valve box		EA	\$3,500.00
F-79	10" Plug Valve & Valve box		EA	\$4,000.00
F-80	12" Plug Valve & Valve box		EA	\$7,000.00
F-81	16" Plug Valve & Valve box		EA	\$10,000.00
F-82	20" Plug Valve & Valve box		EA	\$20,000.00
<b>Furnish &amp; Install Tapping Sleeve with Valve &amp; Valve Box</b>				
F-83	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,000.00
F-84	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,500.00
F-85	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$3,900.00
F-86	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,600.00
F-87	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,000.00
F-88	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$5,500.00
F-89	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,800.00
F-90	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$6,100.00
F-91	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,500.00
F-92	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
F-93	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$4,000.00
F-94	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,600.00
F-95	12" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$6,500.00
F-96	12" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
F-97	12" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$9,000.00
F-98	16" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,500.00
F-99	16" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
F-100	16" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$8,500.00
F-101	16" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$9,600.00
F-102	16" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$17,500.00
F-103	18" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$6,500.00
F-104	18" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,200.00
F-105	18" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$9,500.00
F-106	18" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$11,000.00
F-107	18" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$12,000.00
F-108	18" x 18" Tapping Sleeve w/Valve & Valve Box		EA	\$29,000.00
F-109	20" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$7,500.00
F-110	20" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$11,500.00
F-111	20" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$16,500.00
F-112	20" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$17,500.00
F-113	20" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$20,500.00
F-114	20" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$35,000.00
F-115	36" x 18" Tapping Sleeve w/Valve & Valve Box		EA	\$27,000.00
F-116	36" x 24" Tapping Sleeve w/Valve & Valve Box		EA	\$36,000.00
F-117	36" x 30" Tapping Sleeve w/Valve & Valve Box		EA	\$55,000.00

F-118	Wastewater Force Main 2" Air Release Valve w/Manhole		EA	\$8,000.00
F-119	Wastewater Force Main 2" or 3" Air/Vacuum Valve		EA	\$3,000.00
F-120	Wastewater Force Main 2"x1", 2"x2", 2"x3" Combination Air Valve w/Manhole		EA	\$8,000.00
<b>Furnish &amp; Install Line Stop inclusive of all appurtenances for a complete installation</b>				
F-121	4" Insertion Line Stop		EA	\$4,000.00
F-122	6" Insertion Line Stop		EA	\$4,500.00
F-123	8" Insertion Line Stop		EA	\$5,500.00
F-124	10" Insertion Line Stop		EA	\$6,500.00
F-125	12" Insertion Line Stop		EA	\$10,000.00
F-126	16" Insertion Line Stop		EA	\$12,000.00
F-127	18" Insertion Line Stop		EA	\$18,000.00
F-128	20" Insertion Line Stop		EA	\$20,000.00
F-129	24" Insertion Line Stop		EA	\$30,000.00
F-130	30" Insertion Line Stop		EA	\$40,000.00
F-131	36" Insertion Line Stop		EA	\$50,000.00
<b>Furnish &amp; Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench work and Ring and Cover including City approved coatings (inside and out) at a depth of:</b>				
F-132	0' - 4' FT Deep		EA	\$5,000.00
F-133	4' - 6' FT Deep		EA	\$8,000.00
F-134	6' - 8' FT Deep		EA	\$10,000.00
F-135	8' - 10' FT Deep		EA	\$11,000.00
F-136	10' - 12' FT Deep		EA	\$12,000.00
F-137	12' - 14' FT Deep		EA	\$16,000.00
F-138	14' - 16' FT Deep		EA	\$18,000.00
F-139	16' - 20' FT Deep		EA	\$21,000.00
<b>MISCELLANEOUS</b>				
F-140	Core drill exist manhole (Any size)		EA	\$1,500.00
F-141	SANITARY CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$460.00
<b>WATERMAIN**</b>				
<b>**Prices Quoted in the Water Main Section are Interchangeable with Raw Water Lines as needed</b>				
<b>WATERMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation. Includes testing: density, pressure and bacteriological.</b>				

W-1	Furnish & Install 4-Inch C-900 DR-18 PVC Water Main		LF	\$30.00
W-2	Furnish & Install 4-Inch Class 350 DIP Water Main		LF	\$40.00
W-3	Furnish & Install 6-Inch C-900 DR-18 PVC Water Main		LF	\$32.00
W-4	Furnish & Install 6-Inch Class 350 DIP Water Main		LF	\$42.00
W-5	Furnish & Install 8-Inch C-900 DR-18 PVC Water Main		LF	\$40.00
W-6	Furnish & Install 8-Inch Class 350 DIP Water Main		LF	\$50.00
W-7	Furnish & Install 10-Inch C-900 DR-18 PVC Water Main		LF	\$46.00
W-8	Furnish & Install 10-Inch Class 350 DIP Water Main		LF	\$55.00
W-9	Furnish & Install 12-Inch C-900 DR-18 PVC Water Main		LF	\$50.00
W-10	Furnish & Install 12-Inch Class 350 DIP Water Main		LF	\$65.00
W-11	Furnish & Install 16-Inch C-905 DR-18 PVC Water Main		LF	\$75.00
W-12	Furnish & Install 16-Inch Class 250 DIP Water Main		LF	\$100.00
W-13	Furnish & Install 18-Inch C-905 DR-18 PVC Water Main		LF	\$83.00
W-14	Furnish & Install 18-Inch Class 250 DIP Water Main		LF	\$110.00
W-15	Furnish & Install 20-Inch C-905 DR-18 PVC Water Main		LF	\$110.00
W-16	Furnish & Install 20-Inch Class 250 DIP Water Main		LF	\$140.00
W-17	Furnish & Install 24-Inch C-905 DR-18 PVC Water Main		LF	\$140.00
W-18	Furnish & Install 24-Inch Class 200 DIP Water Main		LF	\$160.00
W-19	Furnish & Install 30-Inch C-905 DR-21 PVC Water Main		LF	\$150.00
W-20	Furnish & Install 30-Inch Class 200 DIP Water Main		LF	\$200.00
W-21	Furnish & Install 36-Inch C-905 DR-21 PVC Water Main		LF	\$220.00
W-22	Furnish & Install 36-Inch Class 200 DIP Water Main		LF	\$300.00
<b>Furnish &amp; Install Gate Valve &amp; Valve Box</b>				
W-23	4" Gate Valve & Valve Box		EA	\$1,400.00
W-24	6" Gate Valve & Valve Box		EA	\$1,600.00
W-25	8" Gate Valve & Valve Box		EA	\$1,800.00
W-26	10" Gate Valve & Valve Box		EA	\$3,000.00

W-27	12" Gate Valve & Valve Box		EA	\$3,500.00
W-28	16" Gate Valve & Valve Box		EA	\$8,500.00
<b>Furnish &amp; Install Butterfly Valve &amp; Valve Box</b>				
W-29	14" Butterfly Valve & Valve Box		EA	\$4,000.00
W-30	16" Butterfly Valve & Valve Box		EA	\$4,500.00
W-31	18" Butterfly Valve & Valve Box		EA	\$5,000.00
W-32	20" Butterfly Valve & Valve Box		EA	\$7,000.00
W-33	24" Butterfly Valve & Valve Box		EA	\$10,000.00
W-34	30" Butterfly Valve & Valve Box		EA	\$15,000.00
W-35	36" Butterfly Valve & Valve Box		EA	\$24,000.00
<b>Furnish &amp; Install Tapping Sleeve with Valve &amp; Valve Box</b>				
W-36	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,500.00
W-37	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$4,000.00
W-38	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$4,500.00
W-39	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,600.00
W-40	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,000.00
W-41	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$6,000.00
W-42	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
W-43	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$8,500.00
W-44	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$9,500.00
W-45	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$10,000.00
W-46	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$4,500.00
W-47	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$8,000.00
W-48	12" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$9,000.00
W-49	12" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
W-50	12" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$9,000.00
W-51	16" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$8,500.00
W-52	16" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$10,000.00
W-53	16" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$11,000.00
W-54	16" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$9,600.00
W-55	16" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$17,500.00
W-56	18" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$6,500.00
W-57	18" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,200.00
W-58	18" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$9,500.00
W-59	18" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$11,000.00
W-60	18" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$12,000.00
W-61	18" x 18" Tapping Sleeve w/Valve & Valve Box		EA	\$29,000.00
W-62	20" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$7,500.00
W-63	20" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,400.00
W-64	20" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$10,200.00
W-65	20" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$11,200.00
W-66	20" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$20,500.00
W-67	20" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$35,000.00
W-68	24" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$7,800.00

W-69	24" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,600.00
W-70	24" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$9,800.00
W-71	24" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$12,000.00
W-72	24" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$16,800.00
W-73	24" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$27,000.00
W-74	30" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$8,500.00
W-75	30" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$9,500.00
W-76	30" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$10,600.00
W-77	30" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$11,800.00
W-78	30" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$16,400.00
W-79	30" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$32,000.00
W-80	36" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$9,000.00
W-81	36" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$10,000.00
W-82	36" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$11,500.00
W-83	36" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$12,600.00
W-84	36" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$14,500.00
W-85	36" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$33,800.00
W-86	36" x 24" Tapping Sleeve w/Valve & Valve Box		EA	\$39,000.00
W-87	36" x 30" Tapping Sleeve w/Valve & Valve Box		EA	\$62,000.00
<b>Furnish &amp; Install Line Stop includes all appurtenances for a complete installation</b>				
W-88	4" Insertion Line Stop		EA	\$6,000.00
W-89	6" Insertion Line Stop		EA	\$8,000.00
W-90	8" Insertion Line Stop		EA	\$10,000.00
W-91	10" Insertion Line Stop		EA	\$12,000.00
W-92	12" Insertion Line Stop		EA	\$14,000.00
W-93	16" Insertion Line Stop		EA	\$30,000.00
W-94	18" Insertion Line Stop		EA	\$32,000.00
W-95	20" Insertion Line Stop		EA	\$33,000.00
W-96	36" Insertion Line Stop		EA	\$75,000.00
<b>Fire Hydrants, Sample Points, ARVs</b>				
W-97	Fire Hydrant Assembly w/ 6" Gate Valve, restraints, etc.		EA	\$7,000.00
W-98	Remove & Replace Fire Hydrant Assembly		EA	\$7,800.00
W-99	Bollards for Fire Hydrant		LS	\$300.00
W-100	Sample Points w/double strap saddle & corp stop		EA	\$1,000.00
W-101	Sample Points on Fire Hydrants		EA	\$1,000.00
W-102	2" Blowoff piping with box		EA	\$1,000.00
W-103	Water Main 1" Combination Air Release Valve w/Manhole (pipes 4"-16")		EA	\$6,500.00
W-104	Water Main 2" Combination Air Release Valve w/Manhole (pipes larger than 16")		EA	\$9,000.00
<b>Water Services</b>				

W-105	Short Single service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	\$1,200.00
W-106	Short Double Service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	\$1,400.00
W-107	Short Service for Meter Bank (2" Poly) (up to 10' long) (includes up to 3 services)		EA	\$2,000.00
W-108	Additional services on short service meter bank		EA	\$1,000.00
W-109	Long Single Service (1-2" poly w/3" casings) (up to 50' Long)		EA	\$1,800.00
W-110	Long Double Service (1-2" poly w/3" casings) (up to 50' Long)		EA	\$2,000.00
W-111	Long Service for Meter Bank (2" Poly) (up to 50' long) (includes up to 3 services)		EA	\$2,200.00
W-112	Additional services on long service meter bank		EA	\$1,000.00
<b>Abandonment</b>				
W-113	Cut existing watermain and connect proposed watermain		EA	\$4,000.00
W-114	Cut and plug existing watermain to be abandoned		EA	\$1,000.00
W-115	Abandon & grout fill existing 4-6" watermain		LF	\$15.00
W-116	Remove & dispose existing watermain		LF	\$20.00
W-117	Remove & Dispose AC Water Main (actual cost reimbursement by City)		--	N/A
<b>Miscellaneous</b>				
W-118	WATER CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$420.00
<b>STORM WATER</b>				
<b>GRAVITY STORM SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation</b>				
S-1	Furnish & Install 12-Inch PVC Sewer Main	0' - 6' Deep	LF	\$80.00
S-2	Furnish & Install 12-Inch PVC Sewer Main	6' - 8' Deep	LF	\$100.00
S-3	Furnish & Install 12-Inch RCP Sewer Main	0' - 6' Deep	LF	\$80.00
S-4	Furnish & Install 12-Inch RCP Sewer Main	6' - 8' Deep	LF	\$100.00
S-5	Furnish & Install 12-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$80.00
S-6	Furnish & Install 12-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$100.00
S-7	Furnish & Install 15-Inch RCP Sewer Main	0' - 6' Deep	LF	\$100.00
S-8	Furnish & Install 15-Inch RCP Sewer Main	6' - 8' Deep	LF	\$120.00
S-9	Furnish & Install 18-Inch PVC Sewer Main	0' - 6' Deep	LF	\$110.00
S-10	Furnish & Install 18-Inch PVC Sewer Main	6' - 8' Deep	LF	\$120.00

S-11	Furnish & Install 18-Inch RCP Sewer Main	0' - 6' Deep	LF	\$110.00
S-12	Furnish & Install 18-Inch RCP Sewer Main	6' - 8' Deep	LF	\$120.00
S-13	Furnish & Install 18-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$110.00
S-14	Furnish & Install 18-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$120.00
S-15	Furnish & Install 24-Inch PVC Sewer Main	0' - 6' Deep	LF	\$120.00
S-16	Furnish & Install 24-Inch PVC Sewer Main	6' - 8' Deep	LF	\$140.00
S-17	Furnish & Install 24-Inch RCP Sewer Main	0' - 6' Deep	LF	\$120.00
S-18	Furnish & Install 24-Inch RCP Sewer Main	6' - 8' Deep	LF	\$140.00
S-19	Furnish & Install 24-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$120.00
S-20	Furnish & Install 24-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$140.00
S-21	Furnish & Install 30-Inch PVC Sewer Main	0' - 6' Deep	LF	\$140.00
S-22	Furnish & Install 30-Inch PVC Sewer Main	6' - 8' Deep	LF	\$160.00
S-23	Furnish & Install 30-Inch RCP Sewer Main	0' - 6' Deep	LF	\$140.00
S-24	Furnish & Install 30-Inch RCP Sewer Main	6' - 8' Deep	LF	\$160.00
S-25	Furnish & Install 30-Inch RCP Sewer Main	8' - 10' Deep	LF	\$180.00
S-26	Furnish & Install 36-Inch PVC Sewer Main	0' - 6' Deep	LF	\$160.00
S-27	Furnish & Install 36-Inch PVC Sewer Main	6' - 8' Deep	LF	\$180.00
S-28	Furnish & Install 36-Inch RCP Sewer Main	0' - 6' Deep	LF	\$160.00
S-29	Furnish & Install 36-Inch RCP Sewer Main	6' - 8' Deep	LF	\$180.00
S-30	Furnish & Install 36-Inch RCP Sewer Main	8' - 10' Deep	LF	\$200.00
S-31	Furnish & Install 42-Inch PVC Sewer Main	0' - 6' Deep	LF	\$200.00
S-32	Furnish & Install 42-Inch PVC Sewer Main	6' - 8' Deep	LF	\$220.00
S-33	Furnish & Install 42-Inch RCP Sewer Main	0' - 6' Deep	LF	\$180.00
S-34	Furnish & Install 42-Inch RCP Sewer Main	6' - 8' Deep	LF	\$200.00
S-35	Furnish & Install 42-Inch RCP Sewer Main	8' - 10' Deep	LF	\$220.00
S-36	Furnish & Install 48-Inch RCP Sewer Main	0' - 6' Deep	LF	\$240.00
S-37	Furnish & Install 48-Inch RCP Sewer Main	6' - 8' Deep	LF	\$280.00
S-38	Furnish & Install 48-Inch RCP Sewer Main	8' - 10' Deep	LF	\$550.00
S-39	Furnish & Install 48-Inch RCP Sewer Main	10' - 12' Deep	LF	\$600.00
S-40	Furnish & Install 54-Inch RCP Sewer Main	0' - 6' Deep	LF	\$320.00
S-41	Furnish & Install 54-Inch RCP Sewer Main	6' - 8' Deep	LF	\$340.00
S-42	Furnish & Install 54-Inch RCP Sewer Main	8' - 10' Deep	LF	\$500.00
S-43	Furnish & Install 54-Inch RCP Sewer Main	10' - 15' Deep	LF	\$760.00
S-44	Furnish & Install 60-Inch RCP Sewer Main	0' - 6' Deep	LF	\$300.00
S-45	Furnish & Install 60-Inch RCP Sewer Main	6' - 8' Deep	LF	\$400.00
S-46	Furnish & Install 60-Inch RCP Sewer Main	8' - 10' Deep	LF	\$600.00
S-47	Furnish & Install 60-Inch RCP Sewer Main	10' - 15' Deep	LF	\$880.00
S-48	Furnish & Install 66-Inch RCP Sewer Main	0' - 6' Deep	LF	\$340.00

S-49	Furnish & Install 66-Inch RCP Sewer Main	6' - 8' Deep	LF	\$440.00
S-50	Furnish & Install 66-Inch RCP Sewer Main	8' - 10' Deep	LF	\$640.00
S-51	Furnish & Install 66-Inch RCP Sewer Main	10' - 15' Deep	LF	\$920.00
S-52	Furnish & Install 72-Inch RCP Sewer Main	0' - 6' Deep	LF	\$400.00
S-53	Furnish & Install 72-Inch RCP Sewer Main	6' - 8' Deep	LF	\$500.00
S-54	Furnish & Install 72-Inch RCP Sewer Main	8' - 10' Deep	LF	\$800.00
S-55	Furnish & Install 72-Inch RCP Sewer Main	10' - 15' Deep	LF	\$1,000.00
<b>Furnish &amp; Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:</b>				
S-56	0' - 4' FT Deep		EA	\$5,000.00
S-57	4' - 6' FT Deep		EA	\$7,000.00
S-58	6' - 8' FT Deep		EA	\$8,000.00
S-59	8' - 10' FT Deep		EA	\$10,000.00
S-60	10' - 12' FT Deep		EA	\$12,000.00
S-61	12' - 14' FT Deep		EA	\$14,000.00
S-62	14' - 16' FT Deep		EA	\$16,000.00
S-63	16' - 20' FT Deep		EA	\$20,000.00
<b>Outfall Check Valves - includes pipe cleaning and installation for complete system</b>				
S-64	15" WAPRO Check Valve		EA	\$8,500.00
S-65	18" WAPRO Check Valve		EA	\$9,500.00
S-66	24" WAPRO Check Valve		EA	\$16,000.00
S-67	36" WAPRO Check Valve		EA	\$24,000.00
S-68	42" WAPRO Check Valve		EA	\$35,000.00
S-69	48" WAPRO Check Valve		EA	\$45,000.00
S-70	54" WAPRO Check Valve		EA	\$55,000.00
S-71	60" WAPRO Check Valve		EA	\$65,000.00
S-72	66" WAPRO Check Valve		EA	\$75,000.00
S-73	72" WAPRO Check Valve		EA	\$85,000.00
<b>MISCELLANEOUS</b>				
S-74	STORM CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$460.00
S-75	STORM CREW B - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying		HR	\$600.00

	or repair 36" to 72" diameter. Material costs shall be included with invoice with maximum 15% markup.			
<b>RESTORATION</b>				
R-1	Removal and disposal of 6" thick concrete		SF	\$10.00
R-2	Furnish & Install 4" Concrete without wire		SF	\$18.00
R-3	Furnish & Install 6" Concrete without wire		SF	\$24.00
R-4	Furnish & Install ADA compliant detectable surface		EA	\$500.00
R-5	Furnish & Install FDOT Type "D" Curb - by hand		LF	\$100.00
R-6	Furnish & Install FDOT Type "D" Curb - by machine		LF	\$80.00
R-7	Furnish & Install FDOT Type "F" Curb - by hand		LF	\$100.00
R-8	Furnish & Install FDOT Type "F" Curb - by machine		LF	\$80.00
R-9	Furnish & Install FDOT Valley Gutter - by hand		LF	\$100.00
R-10	Furnish & Install FDOT Valley Gutter - by machine		LF	\$80.00
R-11	Furnish & Install Bahia Sod - up to 1000 SF		SF	\$2.00
R-12	Furnish & Install Bahia Sod - over 1000 SF		SF	\$1.00
R-13	Furnish & Install Floratam Sod - up to 1000 SF		SF	\$4.00
R-14	Furnish & Install Floratam Sod - over 1000 SF		SF	\$2.00
R-15	Furnish & Install FDOT seed & mulch mix		SY	\$10.00
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix		HR	\$100.00
R-17	Removal and Disposal of Existing Asphalt Pavement		SY	\$10.00
R-18	Mill Existing Pavement (3/4" - 1" avg)		SY	\$60.00
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)		SY	\$90.00
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course		SY	\$78.00
R-21	Furnish and Install 1" Type S-III Surface Course		SY	\$60.00
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way		SY	\$80.00
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way		SY	\$100.00
R-24	FDOT Flowable Fill (Excavatable)		CY	\$400.00
R-25	Leak Repairs (structures) - Grouting		GAL	\$200.00
R-26	Ground Stabilization Grouting		CY	\$600.00
R-27	6" Limerock/ Crushed Concrete Base, primed		SY	\$46.00
R-28	8" Limerock/ Crushed Concrete Base, primed		SY	\$50.00

R-29	12" Compacted Subgrade, 98% T-180		SY	\$24.00
R-30	Adjust manhole ring and cover to grade		EA	\$750.00
R-31	Adjust valve box to grade		EA	\$500.00
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)		SF	\$40.00
<b>CURED-IN-PLACE PIPE LINING*</b>				
*Cured-in-place lining prices shall be inclusive of pre-video, cleaning, post-video and anything else for a complete installation in gravity sanitary or storm sewer				
L-1	Furnish and install 6"-12" diameter CIPP sectional liner, up to 6-ft in length		EA	\$6,000.00
L-2	Furnish and install 6"-12" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$100.00
L-3	Furnish and install 15"-18" diameter CIPP sectional liner, up to 6-ft in length		EA	\$8,000.00
L-4	Furnish and install 15"-18" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$120.00
L-5	Furnish and install 21" diameter CIPP sectional liner, up to 6-ft in length		EA	\$12,000.00
L-6	Furnish and install 21" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$150.00
L-7	Furnish and install 8" diameter CIPP liner	0-8' depth	LF	\$75.00
L-8	Furnish and install 8" diameter CIPP liner	8-12' depth	LF	\$80.00
L-9	Furnish and install 8" diameter CIPP liner	12'+ depth	LF	\$85.00
L-10	Furnish and install 10" diameter CIPP liner	0-8' depth	LF	\$80.00
L-11	Furnish and install 10" diameter CIPP liner	8-12' depth	LF	\$85.00
L-12	Furnish and install 10" diameter CIPP liner	12'+ depth	LF	\$90.00
L-13	Furnish and install 12" diameter CIPP liner	0-8' depth	LF	\$85.00
L-14	Furnish and install 12" diameter CIPP liner	8-12' depth	LF	\$90.00
L-15	Furnish and install 12" diameter CIPP liner	12'+ depth	LF	\$95.00
L-16	Furnish and install 15" diameter CIPP liner	0-8' depth	LF	\$90.00
L-17	Furnish and install 15" diameter CIPP liner	8-12' depth	LF	\$95.00
L-18	Furnish and install 15" diameter CIPP liner	12'+ depth	LF	\$100.00
L-19	Furnish and install 18" diameter CIPP liner	0-8' depth	LF	\$95.00
L-20	Furnish and install 18" diameter CIPP liner	8-12' depth	LF	\$100.00
L-21	Furnish and install 18" diameter CIPP liner	12'+ depth	LF	\$105.00
L-22	Furnish and install 20-21" diameter CIPP liner	0-8' depth	LF	\$100.00
L-23	Furnish and install 20-21" diameter CIPP liner	8-12' depth	LF	\$105.00
L-24	Furnish and install 20-21" diameter CIPP liner	12'+ depth	LF	\$110.00
L-25	Furnish and install 24" diameter CIPP liner	0-8' depth	LF	\$105.00
L-26	Furnish and install 24" diameter CIPP liner	8-12' depth	LF	\$110.00
L-27	Furnish and install 24" diameter CIPP liner	12'+ depth	LF	\$115.00
L-28	Furnish and install 30" diameter CIPP liner	0-8' depth	LF	\$130.00
L-29	Furnish and install 30" diameter CIPP liner	8-12' depth	LF	\$135.00
L-30	Furnish and install 30" diameter CIPP liner	12'+ depth	LF	\$145.00
L-31	Furnish and install 36" diameter CIPP liner	0-8' depth	LF	\$170.00

L-32	Furnish and install 36" diameter CIPP liner	8-12' depth	LF	\$175.00
L-33	Furnish and install 36" diameter CIPP liner	12'+ depth	LF	\$180.00
<b>BY-PASS PUMP SET UP WITH BY-PASS PUMPING</b>				
BP-1	Bypass 4" Pump Including setup and monitoring		DAY	\$1,200.00
BP-2	Bypass 6" Pump Including setup and monitoring		DAY	\$1,400.00
BP-3	Bypass 8" Pump Including setup and monitoring		DAY	\$1,800.00
BP-4	Bypass 10" Pump Including setup and monitoring		DAY	\$2,000.00
<b>WELL POINT SYSTEM AND DE-WATERING</b>				
WP-1	Well Point system up to 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$2,800.00
WP-2	Well Point system with more than 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$3,000.00
<b>IMPORTED BACKFILL &amp; REMOVAL OF IN-SITU MATERIAL</b>				
BF-1	Removal & Disposal of unsuitable in-situ material/soil		CY	\$60.00
BF-2	Imported Backfill & Compaction		CY	\$50.00

**EXHIBIT D**  
**SAMPLE WORK ORDER**

**CONTRACTOR AGREEMENT**  
**(EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER)**  
**WORK ORDER NO. \_\_\_\_\_**

THIS WORK ORDER for Emergency Utility Repairs for Water, Wastewater and Stormwater ("Work Order" hereafter) is made on the \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Johnson-Davis Incorporated**, a Florida corporation ("Contractor" hereafter).

**1.0 Project Description:**

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Emergency Utility Repairs for Water, Wastewater and Stormwater project generally described as:

\_\_\_\_\_ (the "Project"). The Project is more specifically described in the plans prepared by \_\_\_\_\_, dated \_\_\_\_\_, and which are incorporated herein by reference.

**2.0 Scope**

Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Work Order shall be within \_\_\_\_\_ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within \_\_\_\_\_ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

**Liquidated Damages.** The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the

services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City \_\_\_\_\_ hundred dollars (\$ \_\_\_\_\_ .00) for each day that expires after the time specified in this Work Order.

**4.0 Compensation and Direct Purchases**

This Work Order is issued for a lump sum, not to exceed amount of \$\_\_\_\_\_ (\_\_\_\_\_). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**5.0 Project Manager**

The Project Manager for the Contractor is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_; and, the Project Manager for the City is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_.

**6.0 Progress Meetings**

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

**7.0 Contractor's Representations**

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated

on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

**8.0 Warranty.** The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

**9.0 Authorization**

This Work Order is issued pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated [REDACTED], 2020 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Order** as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**CONTRACTOR: Johnson-Davis Incorporated**

By: \_\_\_\_ (DO NOT SIGN – SAMPLE)

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of **Johnson-Davis Incorporated**, a Company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT E**

**CITY OF LAKE WORTH BEACH**

**PAYMENT AND PERFORMANCE BOND**  
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. 016227969

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

**CONTRACTOR:**

Name: Johnson-Davis Incorporated

Principal Business Address:

604 Hillbrath Drive  
Lantana, FL 33462

Telephone Number:

(561) 588-1170

**SURETY:**

Name: Liberty Mutual Insurance Company

Principal Business Address

175 Berkeley Street  
Boston, MA 02116

Telephone Number:

(610) 832-8240

**OWNER:**

City of Lake Worth Beach

7 North Dixie Highway

Lake Worth Beach, FL 33460

(561) 586-1600

**CONTRACT:**

Date:

Amount: \$200,000.00

Description (Name and Location):

Emergency Utility Repairs for Water, Wastewater and Stormwater  
City of Lake Worth Beach, FL

## **BOND**

Date (Not earlier than Contract Date):

Amount: \$200,000.00

Modifications to this Bond Form: None

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. IFB 20-106 with the City for the project titled "Emergency Utility Repairs for Water, Wastewater and Stormwater" (the "Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the "Contract Documents") is by reference made a part hereof for the purposes of explaining this bond.
2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
3. THE CONDITION OF THIS BOND is that if Principal:
  - a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and
  - b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

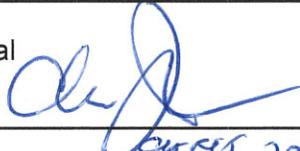
Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
Witness Larisa Dita Polley

Johnson-Davis Incorporated

Principal

Title

  
CURTIS JOHNSON  
SECRETARY TREASURER

(Corporate Seal)

  
Witness Megan Douaire

Liberty Mutual Insurance Company

Surety

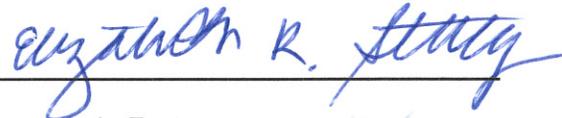
Attorney-in-Fact

(Attach Power of Attorney)

Elizabeth K. Sterling

Print Name

(Corporate Seal)





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

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

Certificate No: 8195687- 016072

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Signorile; Benjamin A. Stahl; Elizabeth K. Sterling; Wesley P. Williams

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2018.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_, 2020.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CONTRACTOR AGREEMENT**  
**(Emergency Utility Repairs for Water, Wastewater and Stormwater )**

**THIS AGREEMENT** is made this \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **B & B Underground Construction, INC.**, a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 4050 Westgate Avenue, Suite 110, West Palm Beach, FL 33409.

**RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation to Bid # 20-106 (hereinafter "IFB") for the Emergency Utility Repairs for Water, Wastewater and Stormwater; and

WHEREAS, CONTRACTOR submitted a Bid to perform the services described and set out in the IFB which is incorporated herein by reference with the Scope of Services specifically attached as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any work performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in IFB and **Exhibit "B"**, which are the provisions required to be included in contracts funded by

federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement.

Rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

**2. SCOPE OF WORK**

2.1 The Scope of Work includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide repairs to the CITY's water distribution, wastewater collection and stormwater collection systems immediately after a hurricane, other disaster, or as needed by the CITY on an emergency basis. CONTRACTOR represents that it is capable of efficiently repairing water distribution, wastewater collection and stormwater collection systems for a large CITY area in a timely and cost-effective manner. The CONTRACTOR is also capable of assembling, directing, and managing a work force that can complete the repairs in timely and efficient manner

2.2. The CONTRACTOR represents that it is experienced and proficient in all phases of construction and repairs of water systems, including but not limited to: furnishing and installing various sizes of pipe for gravity sewer main and force main, water distribution lines and storm sewer mains; and concrete structures for the wastewater and storm water systems, set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the repairs in the assigned number of days

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that

the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. MATERIALS**

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

### **5. FEE AND ORDERING MECHANISM**

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a billing rates set forth in CONTRACTOR's bid in Schedule of Unit Prices for

services to be performed, which is attached hereto as **Exhibit “C”**. The CONTRACTOR’s Schedule of Unit Prices shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR’s Schedule of Unit Prices, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new Schedule of Unit Prices for the renewal term(s). The City Manager may approve changes in the CONTRACTOR’s Schedule of Unit Prices based on the recommendation of the CITY’s Water Utility Director or designee.

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY’s procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The CITY’s ordering mechanism for the Scope of Work performed under this Agreement may be a Work Order or CITY Purchase Order; however, the terms and conditions stated in a CITY Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY’s Fiscal Year ends on September 30<sup>th</sup> of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY’s City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR’s services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CITY will provide the CONTRACTOR with plans and/or specifications in order for the CONTRACTOR to develop its proposal. The CONTRACTOR’s proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit “D”** along with a copy of the CONTRACTOR’s proposal and shall be based on the CONTRACTOR’s Schedule of Unit Prices attached hereto as **Exhibit “C”**. Upon receipt of the CONTRACTOR’s proposed work order and proposal, the CITY shall decide in its sole discretion whether to award the work order to the CONTRACTOR. In an event of declared disaster, the work order or a Purchase Order may be awarded by the CITY’s City Manager. If the work order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY’s approval of the work order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved work order shall include (by reference) the plans and/or specifications provided by the CITY to the CONTRACTOR.

## 6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved City work order or Purchase Order issued to the CONTRACTOR annually**, and no additional costs shall be authorized without prior written approval from the CITY.

## 7. INVOICE & PAYMENT

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7.3 Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment from a work order to the CONTRACTOR as retainage until fifty percent (50%) of the work order price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the work order price to the CONTRACTOR, the CITY will withhold only five percent (5%) of each work order payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, the Contract Administrator may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the work order price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.4 Upon substantial completion, the CONTRACTOR shall establish a punch-list of items that must be completed by the CONTRACTOR. The punch-list shall be provided to the CITY within ten (10) days of substantial completion. The CITY shall have five (5) business days to review the punch-list and revise the same. The CITY shall return the punch-list to the CONTRACTOR. The CONTRACTOR shall complete all items identified on the punch-list prior to the CONTRACTOR submitting its final payment request including the request for all retainage.

7.5 Final Payment. Upon final completion and acceptance of the work in accordance with this Agreement (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the CITY), the CONTRACTOR shall submit a "final invoice" to the CITY. In order for both parties to close their books and records, the CONTRACTOR will clearly state "FINAL" on the CONTRACTOR's final

invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. If the CONTRACTOR's Final Invoice is approved as set forth above, the CITY shall pay the remainder of the work order price including any amount held as retainage.

7.6 Notwithstanding the foregoing, the CITY shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the CITY.

7.7 Final payment shall not become due until the CONTRACTOR and all of its subcontractors submit to the CITY releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of this Agreement or otherwise related to the Program.

7.8 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

## **8. PUBLIC CONSTRUCTION BOND**

It is anticipated that work awarded under this Agreement may require a public construction bond under section 255.05, Florida Statutes. Due to the likelihood of services having to be performed on an emergency basis, the CONTRACTOR must provide the CITY with a public construction bond in amount of \$200,000 at the beginning of the hurricane season (no later than June 1 of each year) which is in accordance with section 255.05, Florida Statutes. Said bond shall remain in place until December 1 of each year. The bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the CITY prior to the CONTRACTOR providing any services under this Agreement.

If the CITY approves a Purchase Order or a work order which exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the CITY with an amendment to the bond which covers the amount in excess of \$200,000. Said bond amendment must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond amendment must be provided to the CITY prior to the CONTRACTOR providing any services under the Purchase Order or work order. The CITY reserves the right to request a separate public construction bond for any Purchase Order or work order which is less than \$200,000. The cost of the public construction bond(s) as required under this section shall be a direct pass through cost to the CITY without any mark-up by the CONTRACTOR.

The public construction bond shall be on forms attached hereto as **Exhibit “E”** or substantially similar as approved by the CITY and shall incorporate by reference the terms of this Agreement in its entirety.

To be acceptable to the CITY, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the CONTRACTOR submits its proposed work order for CITY approval.

(d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

(e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

## **9. AUDIT BY CITY**

9.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct

and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

## **10. COPIES OF DATA/DOCUMENTS**

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

## **11. OWNERSHIP**

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

## **12. WRITTEN AUTHORIZATION REQUIRED**

12.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **13. DEFAULTS, TERMINATION OF AGREEMENT**

13.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

## **14. INSURANCE**

14.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

14.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

14.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

14.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

## **15. WAIVER OF BREACH**

15.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## **16. INDEMNITY**

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

16.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

16.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

17.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A"); all applicable federal grant requirements (Exhibit "B"); and, the CONTRACTOR's Equipment and Personnel Rate Schedule (Exhibit "C"). To the extent that there exists a conflict between this Agreement

and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "A" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **18. ASSIGNMENT**

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **19. SUCCESSORS AND ASSIGNS**

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **20. OF TRIAL BY JURY**

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## **21. GOVERNING LAW AND REMEDIES**

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **22. TIME IS OF THE ESSENCE**

22.1 Time is of the essence in the completion of the Scope of Work as specified herein.

## **23. NOTICES**

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

B & B Underground Construction, INC  
Attn. Stephen Decker  
4050 Westgate Avenue, Suite 110  
West Palm Beach, Florida 33409

## **24. SEVERABILITY**

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## **25. DELAYS AND FORCES OF NATURE**

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **26. COUNTERPARTS**

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

## **27. LIMITATIONS OF LIABILITY**

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

## **28. PUBLIC ENTITY CRIMES**

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

## **29. PREPARATION**

29.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **30. PALM BEACH COUNTY INSPECTOR GENERAL**

30.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **31. ENFORCEMENT COSTS**

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

## **32. PUBLIC RECORDS**

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [DANDREA@LAKEWORTHBEACHFL.GOV](mailto:DANDREA@LAKEWORTHBEACHFL.GOV), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

### **33. COPYRIGHTS AND/OR PATENT RIGHTS**

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

### **34. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

34.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

### **35. FEDERAL AND STATE TAX**

35.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

### **36. PROTECTION OF PROPERTY**

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

### **37. DAMAGE TO PERSONS OR PROPERTY**

37.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

### **38. WARRANTY**

38.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs

of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

### **39. SCRUTINIZED COMPANIES**

39.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

39.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

39.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

39.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

39.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **40. SURVIVABILITY**

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

### **41. WORK FOR HIRE**

41.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Emergency Utility Repairs for Water, Wastewater and Stormwater on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Pam Triolo, Mayor

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: **B & B Underground Construction, INC**

[Corporate Seal]

By: \_\_\_\_\_  
Print Name: STEPHEN DECKER  
Title: PRESIDENT

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2020, by Stephen Decker, who was physically present, as President (title), of **B & B Underground Construction, INC.**, a company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

Laura Demillo  
Print Name: Laura Demillo  
My commission expires: 5/19/21



## **Exhibit A**

### **IFB Scope of Services**

The City of Lake Worth Beach is expecting that the CONTRACTOR provides repairs to the CITY's water distribution, wastewater collection and stormwater collection systems immediately after a hurricane, other disaster, or as needed by the CITY on an emergency basis. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently repairing aforementioned water systems in a timely and cost-effective manner. The CONTRACTOR should be experienced and proficient in all phases of construction and repairs of water systems, including but not limited to: furnishing and installing various sizes of pipe for gravity sewer main and force main, water distribution lines and storm sewer mains; and concrete structures for the wastewater and storm water systems, set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the repairs in the assigned number of days.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster management or monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover water, wastewater and stormwater repair needs in any major disaster scenario or other emergency, the primary focus is on the threat of hurricane damage to the CITY. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

The CITY envisions the need for multiple contracts to carry out the water utility systems work throughout the CITY in the event of a major disaster or other emergency. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial CITY payment and between subsequent payments, as well as

the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel to complete comprehensive water utility system repairs and demonstrable experience in major disaster recovery projects.

This Agreement is a contingency contract that will be activated activated via purchase order or work order only in the case of an emergency or immediately after an emergency. As such, no compensation will accrue to the contractor(s) unless and until a purchase order or work order is issued either in anticipation of an emergency or immediately after such disaster. Each purchase order/work order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this Agreement.

In addition to using CITY forces and equipment, the CITY intends to award multiple contracts on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the CITY prior to or in the aftermath of an emergency. Each CONTRACTOR awarded a repair contract will serve as a General Contractor for the purpose of water utility systems repair operations, and will be able to use his/her own resources and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the CONTRACTOR awarded a repair contract under this IFB to advise them of the CITY's intent to utilize the contracts via purchase order/work order.

When a major disaster or emergency occurs or is imminent, the CITY will initially send out an alert to the selected CONTRACTOR(S). This alert will serve to activate the lines of communication between the CONTRACTOR representatives and the CITY.

Specific purchase orders/work orders will be issued to select contractor(s) based on the best interest of the CITY. The CITY reserves the right to assign purchase orders to various CONTRACTORS based on pricing submitted. The CITY does not guarantee a cradle to grave pricing arrangement but reserves the right to pick and choose awarded CONTRACTORS based on ranking.

The general concept of water utility systems repairs shall include pipe break repair, pipe collapse repair, sections of pipe replacement, cleaning and lining of existing mains, among other tasks. The CITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the anticipated or disaster's or emergency's impacts.

The CITY reserves the right to utilize the CONTRACTOR for other repair work consistent with this Scope of Work even if the repair work is not an emergency. Said work will be awarded via Purchase Order OR Work Order in the CITY's sole discretion.

### Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order or Work Order, Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, and tasks performed, if appropriate
5. Volumes of repairs handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.

### Performance of Contractor

It is the intent of the Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Inability to perform repairs due to CONTRACTOR equipment or operational failures, liquidated damages of \$500 per day, for each day repair site must remain attended.

CONTRACTOR may also be subject to non-payment and liquidated damages of \$50 for the following infraction:

1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.

The CONTRACTOR may be immediately terminated and may not be paid for the following:

1. Starting repairs of any non-eligible, non-CITY approved areas.
2. Moving to another designated Work Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
4. Soliciting work from private citizens or others to be performed in the designated Service Area during the awarded contract term.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

## **Exhibit B**

### **Federal Contract Provisions**

The Contractor hereby agrees that the following terms, at a minimum, are incorporated into this Agreement:

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The 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 the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

#### Clean Air Act.

1. 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 the CITY, and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the 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.

#### Federal Water Pollution Control Act.

1. 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 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.

#### Suspension and Debarment.

(1) 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's 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, as laid out in Exhibit I, is a material representation of fact relied upon by the 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 the State of Florida or the 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.

#### Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. 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 who in turn will forward the certification(s) to the awarding agency.

#### Procurement of Recovered materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the CITY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. By signing this agreement, The CONTRACTOR acknowledges that FEMA financial assistance will be

used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**EXHIBIT C**

**CONTRACTOR'S SCHEDULE OF UNIT PRICES**

**B & B Underground Construction, Inc.**

ITEM	DESCRIPTION	-	UNIT	PRICE
<b>GENERAL CONDITIONS</b>				
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	\$3,000.00
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	\$3,000.00
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	\$2,000.00
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	\$2,000.00
GC-5	Record Drawing (less than 40 LF of Utility Work)		LS	\$1,500.00
GC-6	Record Drawing (more than 40 LF of Utility Work)		LS	\$1,500.00
GC-7	Construction Survey		LS	\$1,000.00
GC-8	M.O.T. Residential Street		EA	\$350.00
GC-9	M.O.T. City Arterial Roadway		EA	\$1,000.00
GC-10	M.O.T. DOT Roadway		EA	\$4,000.00
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)		ALLOWANCE	N/A
GC-12	Density Tests (actual cost reimbursement by City)		---	N/A
GC-13	Proctor Tests (actual cost reimbursement by City)		---	N/A
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)		---	N/A
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)		---	N/A
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)		---	N/A
GC-17	Applicable Permits (actual cost reimbursement by City)		---	N/A
<b>WASTEWATER</b>				
<b>WASTEWATER FORCEMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation</b>				
F-1	Furnish & Install 4-Inch C-900 DR-18 PVC Sewer Main		LF	\$75.00
F-2	Furnish & Install 4-Inch Class 350 DIP Sewer Main		LF	\$105.00
F-3	Furnish & Install 6-Inch C-900 DR-18 PVC Sewer Main		LF	\$80.00
F-4	Furnish & Install 6-Inch Class 350 DIP Sewer Main		LF	\$120.00

F-5	Furnish & Install 8-Inch C-900 DR-18 PVC Sewer Main		LF	\$85.00
F-6	Furnish & Install 8-Inch Class 350 DIP Sewer Main		LF	\$125.00
F-7	Furnish & Install 10-Inch C-900 DR-18 PVC Sewer Main		LF	\$95.00
F-8	Furnish & Install 10-Inch Class 350 DIP Sewer Main		LF	\$145.00
F-9	Furnish & Install 12-Inch C-900 DR-18 PVC Sewer Main		LF	\$175.00
F-10	Furnish & Install 12-Inch Class 350 DIP Sewer Main		LF	\$215.00
F-11	Furnish & Install 16-Inch C-905 DR-18 PVC Sewer Main		LF	\$260.00
F-12	Furnish & Install 16-Inch Class 350 DIP Sewer Main		LF	\$290.00
F-13	Furnish & Install 18-Inch C-905 DR-18 PVC Sewer Main		LF	\$480.00
F-14	Furnish & Install 18-Inch Class 350 DIP Sewer Main		LF	\$520.00
F-15	Furnish & Install 20-Inch C-905 DR-18 PVC Sewer Main		LF	\$539.00
F-16	Furnish & Install 20-Inch Class 350 DIP Sewer Main		LF	\$591.00
F-17	Furnish & Install 24-Inch C-905 DR-18 PVC Sewer Main		LF	\$780.00
F-18	Furnish & Install 24-Inch Class 350 DIP Sewer Main		LF	\$840.00
F-19	Furnish & Install 30-Inch C-905 DR-21 PVC Sewer Main		LF	\$1,278.00
F-20	Furnish & Install 30-Inch Class 350 DIP Sewer Main		LF	\$1,460.00
F-21	Furnish & Install 36-Inch C-905 DR-21 PVC Sewer Main		LF	\$1,510.00
F-22	Furnish & Install 36-Inch Class 350 DIP Sewer Main		LF	\$1,580.00
F-23	Furnish & Install 42-Inch Class 350 DIP Sewer Main		LF	\$2,190.00
<b>GRAVITY SANITARY SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation</b>				
F-24	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$60.00
F-25	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$80.00
F-26	Furnish & Install 8-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$200.00
F-27	Furnish & Install 8-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$90.00
F-28	Furnish & Install 8-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$180.00
F-29	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$110.00
F-30	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$210.00
F-31	Furnish & Install 10-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$251.00
F-32	Furnish & Install 10-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$140.00
F-33	Furnish & Install 10-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$280.00
F-34	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$115.00
F-35	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$140.00
F-36	Furnish & Install 12-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$280.00
F-37	Furnish & Install 12-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	\$90.00
F-38	Furnish & Install 12-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	\$160.00
F-39	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	\$120.00

F-40	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	\$180.00
F-41	Furnish & Install 15-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$290.00
F-42	Furnish & Install 15-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$180.00
F-43	Furnish & Install 15-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$200.00
F-44	Furnish & Install 18-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$180.00
F-45	Furnish & Install 18-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$220.00
F-46	Furnish & Install 18-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$350.00
F-47	Furnish & Install 18-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$400.00
F-48	Furnish & Install 18-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$460.00
F-49	Furnish & Install 21-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$410.00
F-50	Furnish & Install 21-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$480.00
F-51	Furnish & Install 21-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$550.00
F-52	Furnish & Install 20-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$510.00
F-53	Furnish & Install 20-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$520.00
F-54	Furnish & Install 24-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$540.00
F-55	Furnish & Install 24-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$600.00
F-56	Furnish & Install 24-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$650.00
F-57	Furnish & Install 24-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$670.00
F-58	Furnish & Install 24-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$740.00
F-59	Furnish & Install 30-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$1,360.00
F-60	Furnish & Install 30-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$1,400.00
F-61	Furnish & Install 30-Inch DR-18 PVC Sewer Main	12' + Deep	LF	\$1,700.00
F-62	Furnish & Install 30-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$1,610.00
F-63	Furnish & Install 30-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$1,600.00
F-64	Furnish & Install 36-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	\$1,500.00
F-65	Furnish & Install 36-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	\$1,510.00
F-66	Furnish & Install 36-Inch DR-21 PVC Sewer Main	12' + Deep	LF	\$1,680.00
F-67	Furnish & Install 36-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	\$1,610.00
F-68	Furnish & Install 36-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	\$1,640.00
<b>Sanitary Sewer Lateral Clean-Out including cut-in wye and all appurtenances for complete installation</b>				
F-69	Sanitary Sewer 6" Lateral & Clean-out (single)	<7' depth to main	EA	\$1,100.00
F-70	Sanitary Sewer 6" Lateral & Clean-out (double)	<7' depth to main	EA	\$1,300.00
F-71	Sanitary Sewer 6" Lateral & Clean-out (single)	>7' depth to main	EA	\$2,100.00
F-72	Sanitary Sewer 6" Lateral & Clean-out (double)	>7' depth to main	EA	\$2,300.00
F-73	Sanitary Sewer 8" Lateral & Clean-out (single)		EA	\$1,500.00
F-74	Sanitary Sewer 8" Lateral & Clean-out (double)		EA	\$1,600.00
<b>Furnish &amp; Install Gate Valve &amp; Valve Box</b>				
F-75	4" Gate Valve & Valve Box		EA	\$700.00
F-76	6" Gate Valve & Valve Box		EA	\$800.00
F-77	6" Plug Valve & Valve box		EA	\$1,500.00

F-78	8" Plug Valve & Valve box		EA	\$2,500.00
F-79	10" Plug Valve & Valve box		EA	\$3,500.00
F-80	12" Plug Valve & Valve box		EA	\$4,600.00
F-81	16" Plug Valve & Valve box		EA	\$7,800.00
F-82	20" Plug Valve & Valve box		EA	\$14,146.00
<b>Furnish &amp; Install Tapping Sleeve with Valve &amp; Valve Box</b>				
F-83	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,365.00
F-84	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,383.00
F-85	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$3,904.00
F-86	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,372.00
F-87	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$3,672.00
F-88	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$4,856.00
F-89	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,780.00
F-90	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$4,000.00
F-91	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$4,200.00
F-92	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$7,324.00
F-93	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$4,718.00
F-94	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,100.00
F-95	12" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$5,800.00
F-96	12" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$6,800.00
F-97	12" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$7,740.00
F-98	16" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$6,427.00
F-99	16" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
F-100	16" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$8,000.00
F-101	16" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$9,000.00
F-102	16" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$20,342.00
F-103	18" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,060.00
F-104	18" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$5,800.00
F-105	18" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$6,400.00
F-106	18" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$7,700.00
F-107	18" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$10,620.00
F-108	18" x 18" Tapping Sleeve w/Valve & Valve Box		EA	\$33,410.00
F-109	20" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$7,500.00
F-110	20" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,000.00
F-111	20" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$9,100.00

F-112	20" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$11,500.00
F-113	20" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$22,100.00
F-114	20" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$39,760.00
F-115	36" x 18" Tapping Sleeve w/Valve & Valve Box		EA	\$28,633.00
F-116	36" x 24" Tapping Sleeve w/Valve & Valve Box		EA	\$37,500.00
F-117	36" x 30" Tapping Sleeve w/Valve & Valve Box		EA	\$64,435.00
F-118	Wastewater Force Main 2" Air Release Valve w/Manhole		EA	\$23,660.00
F-119	Wastewater Force Main 2" or 3" Air/Vacuum Valve		EA	\$7,420.00
F-120	Wastewater Force Main 2"x1", 2"x2", 2"x3" Combination Air Valve w/Manhole		EA	\$21,210.00
<b>Furnish &amp; Install Line Stop inclusive of all appurtenances for a complete installation</b>				
F-121	4" Insertion Line Stop		EA	\$4,000.00
F-122	6" Insertion Line Stop		EA	\$4,600.00
F-123	8" Insertion Line Stop		EA	\$5,500.00
F-124	10" Insertion Line Stop		EA	\$6,800.00
F-125	12" Insertion Line Stop		EA	\$10,500.00
F-126	16" Insertion Line Stop		EA	\$16,500.00
F-127	18" Insertion Line Stop		EA	\$18,650.00
F-128	20" Insertion Line Stop		EA	\$20,000.00
F-129	24" Insertion Line Stop		EA	\$31,450.00
F-130	30" Insertion Line Stop		EA	\$40,000.00
F-131	36" Insertion Line Stop		EA	\$52,500.00
<b>Furnish &amp; Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench work and Ring and Cover including City approved coatings (inside and out) at a depth of:</b>				
F-132	0' - 4' FT Deep		EA	\$8,000.00
F-133	4' - 6' FT Deep		EA	\$11,000.00

F-134	6' - 8' FT Deep		EA	\$14,000.00
F-135	8' - 10' FT Deep		EA	\$18,000.00
F-136	10' - 12' FT Deep		EA	\$21,000.00
F-137	12' - 14' FT Deep		EA	\$22,750.00
F-138	14' - 16' FT Deep		EA	\$31,620.00
F-139	16' - 20' FT Deep		EA	\$52,800.00
<b>MISCELLANEOUS</b>				
F-140	Core drill exist manhole (Any size)		EA	\$4,000.00
F-141	SANITARY CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$1,800.00
<b>WATERMAIN**</b>				
<b>**Prices Quoted in the Water Main Section are Interchangeable with Raw Water Lines as needed</b>				
<b>WATERMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation. Includes testing: density, pressure and bacteriological.</b>				
W-1	Furnish & Install 4-Inch C-900 DR-18 PVC Water Main		LF	\$78.00
W-2	Furnish & Install 4-Inch Class 350 DIP Water Main		LF	\$100.00
W-3	Furnish & Install 6-Inch C-900 DR-18 PVC Water Main		LF	\$85.00
W-4	Furnish & Install 6-Inch Class 350 DIP Water Main		LF	\$90.00
W-5	Furnish & Install 8-Inch C-900 DR-18 PVC Water Main		LF	\$118.00
W-6	Furnish & Install 8-Inch Class 350 DIP Water Main		LF	\$122.00
W-7	Furnish & Install 10-Inch C-900 DR-18 PVC Water Main		LF	\$118.00
W-8	Furnish & Install 10-Inch Class 350 DIP Water Main		LF	\$130.00
W-9	Furnish & Install 12-Inch C-900 DR-18 PVC Water Main		LF	\$155.00
W-10	Furnish & Install 12-Inch Class 350 DIP Water Main		LF	\$175.00
W-11	Furnish & Install 16-Inch C-905 DR-18 PVC Water Main		LF	\$250.00
W-12	Furnish & Install 16-Inch Class 250 DIP Water Main		LF	\$270.00
W-13	Furnish & Install 18-Inch C-905 DR-18 PVC Water Main		LF	\$330.00
W-14	Furnish & Install 18-Inch Class 250 DIP Water Main		LF	\$360.00
W-15	Furnish & Install 20-Inch C-905 DR-18 PVC Water Main		LF	\$365.00
W-16	Furnish & Install 20-Inch Class 250 DIP Water Main		LF	\$385.00

W-17	Furnish & Install 24-Inch C-905 DR-18 PVC Water Main		LF	\$370.00
W-18	Furnish & Install 24-Inch Class 200 DIP Water Main		LF	\$390.00
W-19	Furnish & Install 30-Inch C-905 DR-21 PVC Water Main		LF	\$430.00
W-20	Furnish & Install 30-Inch Class 200 DIP Water Main		LF	\$470.00
W-21	Furnish & Install 36-Inch C-905 DR-21 PVC Water Main		LF	\$500.00
W-22	Furnish & Install 36-Inch Class 200 DIP Water Main		LF	\$500.00
<b>Furnish &amp; Install Gate Valve &amp; Valve Box</b>				
W-23	4" Gate Valve & Valve Box		EA	\$800.00
W-24	6" Gate Valve & Valve Box		EA	\$1,000.00
W-25	8" Gate Valve & Valve Box		EA	\$1,400.00
W-26	10" Gate Valve & Valve Box		EA	\$2,200.00
W-27	12" Gate Valve & Valve Box		EA	\$3,000.00
W-28	16" Gate Valve & Valve Box		EA	\$9,180.00
<b>Furnish &amp; Install Butterfly Valve &amp; Valve Box</b>				
W-29	14" Butterfly Valve & Valve Box		EA	\$5,000.00
W-30	16" Butterfly Valve & Valve Box		EA	\$6,000.00
W-31	18" Butterfly Valve & Valve Box		EA	\$7,000.00
W-32	20" Butterfly Valve & Valve Box		EA	\$8,500.00
W-33	24" Butterfly Valve & Valve Box		EA	\$13,500.00
W-34	30" Butterfly Valve & Valve Box		EA	\$20,380.00
W-35	36" Butterfly Valve & Valve Box		EA	\$29,000.00
<b>Furnish &amp; Install Tapping Sleeve with Valve &amp; Valve Box</b>				
W-36	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,365.00
W-37	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,333.00
W-38	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$3,904.00
W-39	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,372.00
W-40	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$3,672.00
W-41	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$4,856.00
W-42	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$3,780.00
W-43	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$4,000.00
W-44	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$4,200.00
W-45	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$7,324.00
W-46	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	\$4,718.00
W-47	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,100.00
W-48	12" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$5,800.00
W-49	12" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$6,800.00
W-50	12" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$9,740.00
W-51	16" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$6,427.00
W-52	16" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$7,000.00
W-53	16" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$8,000.00
W-54	16" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$9,000.00
W-55	16" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$20,342.00

W-56	18" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$5,060.00
W-57	18" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$5,800.00
W-58	18" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$6,400.00
W-59	18" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$7,700.00
W-60	18" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$10,628.00
W-61	18" x 18" Tapping Sleeve w/Valve & Valve Box		EA	\$33,410.00
W-62	20" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$7,500.00
W-63	20" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$8,000.00
W-64	20" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$9,000.00
W-65	20" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$11,500.00
W-66	20" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$22,100.00
W-67	20" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$38,760.00
W-68	24" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$39,800.00
W-69	24" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$41,000.00
W-70	24" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$43,000.00
W-71	24" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$45,000.00
W-72	24" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$46,000.00
W-73	24" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$48,000.00
W-74	30" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$51,000.00
W-75	30" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$52,000.00
W-76	30" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$54,000.00
W-77	30" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$55,000.00
W-78	30" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$56,000.00
W-79	30" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$60,000.00
W-80	36" x 6" Tapping Sleeve w/Valve & Valve Box		EA	\$61,000.00
W-81	36" x 8" Tapping Sleeve w/Valve & Valve Box		EA	\$62,000.00
W-82	36" x 10" Tapping Sleeve w/Valve & Valve Box		EA	\$64,000.00
W-83	36" x 12" Tapping Sleeve w/Valve & Valve Box		EA	\$65,000.00
W-84	36" x 16" Tapping Sleeve w/Valve & Valve Box		EA	\$67,000.00
W-85	36" x 20" Tapping Sleeve w/Valve & Valve Box		EA	\$70,000.00
W-86	36" x 24" Tapping Sleeve w/Valve & Valve Box		EA	\$71,000.00
W-87	36" x 30" Tapping Sleeve w/Valve & Valve Box		EA	\$72,000.00
<b>Furnish &amp; Install Line Stop includes all appurtenances for a complete installation</b>				
W-88	4" Insertion Line Stop		EA	\$4,000.00
W-89	6" Insertion Line Stop		EA	\$4,600.00
W-90	8" Insertion Line Stop		EA	\$5,500.00
W-91	10" Insertion Line Stop		EA	\$6,800.00
W-92	12" Insertion Line Stop		EA	\$10,500.00
W-93	16" Insertion Line Stop		EA	\$16,500.00
W-94	18" Insertion Line Stop		EA	\$18,650.00
W-95	20" Insertion Line Stop		EA	\$20,000.00
W-96	36" Insertion Line Stop		EA	\$52,500.00
<b>Fire Hydrants, Sample Points, ARVs</b>				

W-97	Fire Hydrant Assembly w/ 6" Gate Valve, restraints, etc.		EA	\$6,000.00
W-98	Remove & Replace Fire Hydrant Assembly		EA	\$6,500.00
W-99	Bollards for Fire Hydrant		LS	\$2,000.00
W-100	Sample Points w/double strap saddle & corp stop		EA	\$500.00
W-101	Sample Points on Fire Hydrants		EA	\$100.00
W-102	2" Blowoff piping with box		EA	\$1,500.00
W-103	Water Main 1" Combination Air Release Valve w/Manhole (pipes 4"-16")		EA	\$23,610.00
W-104	Water Main 2" Combination Air Release Valve w/Manhole (pipes larger than 16")		EA	\$29,000.00
<b>Water Services</b>				
W-105	Short Single service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	\$1,500.00
W-106	Short Double Service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	\$2,000.00
W-107	Short Service for Meter Bank (2" Poly) (up to 10' long) (includes up to 3 services)		EA	\$2,500.00
W-108	Additional services on short service meter bank		EA	\$700.00
W-109	Long Single Service (1-2" poly w/3" casings) (up to 50' Long)		EA	\$2,500.00
W-110	Long Double Service (1-2" poly w/3" casings) (up to 50' Long)		EA	\$3,000.00
W-111	Long Service for Meter Bank (2" Poly) (up to 50' long) (includes up to 3 services)		EA	\$3,700.00
W-112	Additional services on long service meter bank		EA	\$700.00
<b>Abandonment</b>				
W-113	Cut existing watermain and connect proposed watermain		EA	\$3,000.00
W-114	Cut and plug existing watermain to be abandoned		EA	\$1,000.00
W-115	Abandon & grout fill existing 4-6" watermain		LF	\$6.00
W-116	Remove & dispose existing watermain		LF	\$9.00
W-117	Remove & Dispose AC Water Main (actual cost reimbursement by City)		--	N/A
<b>Miscellaneous</b>				
W-118	WATER CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for PVC, HDPE or metal pipe		HR	\$1,800.00

laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.

**STORM WATER**

**GRAVITY STORM SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation**

S-1	Furnish & Install 12-Inch PVC Sewer Main	0' - 6' Deep	LF	\$40.00
S-2	Furnish & Install 12-Inch PVC Sewer Main	6' - 8' Deep	LF	\$50.00
S-3	Furnish & Install 12-Inch RCP Sewer Main	0' - 6' Deep	LF	\$60.00
S-4	Furnish & Install 12-Inch RCP Sewer Main	6' - 8' Deep	LF	\$55.00
S-5	Furnish & Install 12-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$50.00
S-6	Furnish & Install 12-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$60.00
S-7	Furnish & Install 15-Inch RCP Sewer Main	0' - 6' Deep	LF	\$50.00
S-8	Furnish & Install 15-Inch RCP Sewer Main	6' - 8' Deep	LF	\$70.00
S-9	Furnish & Install 18-Inch PVC Sewer Main	0' - 6' Deep	LF	\$55.00
S-10	Furnish & Install 18-Inch PVC Sewer Main	6' - 8' Deep	LF	\$65.00
S-11	Furnish & Install 18-Inch RCP Sewer Main	0' - 6' Deep	LF	\$75.00
S-12	Furnish & Install 18-Inch RCP Sewer Main	6' - 8' Deep	LF	\$95.00
S-13	Furnish & Install 18-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$45.00
S-14	Furnish & Install 18-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$70.00
S-15	Furnish & Install 24-Inch PVC Sewer Main	0' - 6' Deep	LF	\$70.00
S-16	Furnish & Install 24-Inch PVC Sewer Main	6' - 8' Deep	LF	\$80.00
S-17	Furnish & Install 24-Inch RCP Sewer Main	0' - 6' Deep	LF	\$90.00
S-18	Furnish & Install 24-Inch RCP Sewer Main	6' - 8' Deep	LF	\$100.00
S-19	Furnish & Install 24-Inch HDPE Sewer Main	0' - 6' Deep	LF	\$60.00
S-20	Furnish & Install 24-Inch HDPE Sewer Main	6' - 8' Deep	LF	\$75.00
S-21	Furnish & Install 30-Inch PVC Sewer Main	0' - 6' Deep	LF	\$110.00
S-22	Furnish & Install 30-Inch PVC Sewer Main	6' - 8' Deep	LF	\$130.00
S-23	Furnish & Install 30-Inch RCP Sewer Main	0' - 6' Deep	LF	\$110.00
S-24	Furnish & Install 30-Inch RCP Sewer Main	6' - 8' Deep	LF	\$130.00
S-25	Furnish & Install 30-Inch RCP Sewer Main	8' - 10' Deep	LF	\$150.00
S-26	Furnish & Install 36-Inch PVC Sewer Main	0' - 6' Deep	LF	\$170.00
S-27	Furnish & Install 36-Inch PVC Sewer Main	6' - 8' Deep	LF	\$180.00
S-28	Furnish & Install 36-Inch RCP Sewer Main	0' - 6' Deep	LF	\$160.00
S-29	Furnish & Install 36-Inch RCP Sewer Main	6' - 8' Deep	LF	\$180.00
S-30	Furnish & Install 36-Inch RCP Sewer Main	8' - 10' Deep	LF	\$200.00
S-31	Furnish & Install 42-Inch PVC Sewer Main	0' - 6' Deep	LF	\$180.00
S-32	Furnish & Install 42-Inch PVC Sewer Main	6' - 8' Deep	LF	\$200.00
S-33	Furnish & Install 42-Inch RCP Sewer Main	0' - 6' Deep	LF	\$210.00
S-34	Furnish & Install 42-Inch RCP Sewer Main	6' - 8' Deep	LF	\$230.00
S-35	Furnish & Install 42-Inch RCP Sewer Main	8' - 10' Deep	LF	\$280.00
S-36	Furnish & Install 48-Inch RCP Sewer Main	0' - 6' Deep	LF	\$190.00
S-37	Furnish & Install 48-Inch RCP Sewer Main	6' - 8' Deep	LF	\$220.00

S-38	Furnish & Install 48-Inch RCP Sewer Main	8' - 10' Deep	LF	\$240.00
S-39	Furnish & Install 48-Inch RCP Sewer Main	10' - 12' Deep	LF	\$300.00
S-40	Furnish & Install 54-Inch RCP Sewer Main	0' - 6' Deep	LF	\$260.00
S-41	Furnish & Install 54-Inch RCP Sewer Main	6' - 8' Deep	LF	\$280.00
S-42	Furnish & Install 54-Inch RCP Sewer Main	8' - 10' Deep	LF	\$310.00
S-43	Furnish & Install 54-Inch RCP Sewer Main	10' - 15' Deep	LF	\$500.00
S-44	Furnish & Install 60-Inch RCP Sewer Main	0' - 6' Deep	LF	\$270.00
S-45	Furnish & Install 60-Inch RCP Sewer Main	6' - 8' Deep	LF	\$320.00
S-46	Furnish & Install 60-Inch RCP Sewer Main	8' - 10' Deep	LF	\$550.00
S-47	Furnish & Install 60-Inch RCP Sewer Main	10' - 15' Deep	LF	\$700.00
S-48	Furnish & Install 66-Inch RCP Sewer Main	0' - 6' Deep	LF	\$750.00
S-49	Furnish & Install 66-Inch RCP Sewer Main	6' - 8' Deep	LF	\$1,200.00
S-50	Furnish & Install 66-Inch RCP Sewer Main	8' - 10' Deep	LF	\$1,400.00
S-51	Furnish & Install 66-Inch RCP Sewer Main	10' - 15' Deep	LF	\$1,800.00
S-52	Furnish & Install 72-Inch RCP Sewer Main	0' - 6' Deep	LF	\$750.00
S-53	Furnish & Install 72-Inch RCP Sewer Main	6' - 8' Deep	LF	\$1,300.00
S-54	Furnish & Install 72-Inch RCP Sewer Main	8' - 10' Deep	LF	\$1,600.00
S-55	Furnish & Install 72-Inch RCP Sewer Main	10' - 15' Deep	LF	\$2,100.00
<b>Furnish &amp; Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:</b>				
S-56	0' - 4' FT Deep		EA	\$7,500.00
S-57	4' - 6' FT Deep		EA	\$8,200.00
S-58	6' - 8' FT Deep		EA	\$9,250.00
S-59	8' - 10' FT Deep		EA	\$11,600.00
S-60	10' - 12' FT Deep		EA	\$18,500.00
S-61	12' - 14' FT Deep		EA	\$22,000.00
S-62	14' - 16' FT Deep		EA	\$24,000.00
S-63	16' - 20' FT Deep		EA	\$30,000.00
<b>Outfall Check Valves - includes pipe cleaning and installation for complete system</b>				
S-64	15" WAPRO Check Valve		EA	\$12,100.00
S-65	18" WAPRO Check Valve		EA	\$15,000.00
S-66	24" WAPRO Check Valve		EA	\$20,500.00
S-67	36" WAPRO Check Valve		EA	\$36,400.00
S-68	42" WAPRO Check Valve		EA	\$51,400.00
S-69	48" WAPRO Check Valve		EA	\$83,500.00
S-70	54" WAPRO Check Valve		EA	\$100,100.00
S-71	60" WAPRO Check Valve		EA	\$154,200.00
S-72	66" WAPRO Check Valve		EA	\$190,000.00

S-73	72" WAPRO Check Valve		EA	\$240,000.00
<b>MISCELLANEOUS</b>				
S-74	STORM CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$800.00
S-75	STORM CREW B - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair 36" to 72" diameter. Material costs shall be included with invoice with maximum 15% markup.		HR	\$1,600.00
<b>RESTORATION</b>				
R-1	Removal and disposal of 6" thick concrete		SF	\$6.00
R-2	Furnish & Install 4" Concrete without wire		SF	\$6.00
R-3	Furnish & Install 6" Concrete without wire		SF	\$8.00
R-4	Furnish & Install ADA compliant detectable surface		EA	\$30.00
R-5	Furnish & Install FDOT Type "D" Curb - by hand		LF	\$30.00
R-6	Furnish & Install FDOT Type "D" Curb - by machine		LF	\$25.00
R-7	Furnish & Install FDOT Type "F" Curb - by hand		LF	\$38.00
R-8	Furnish & Install FDOT Type "F" Curb - by machine		LF	\$22.00
R-9	Furnish & Install FDOT Valley Gutter - by hand		LF	\$25.00
R-10	Furnish & Install FDOT Valley Gutter - by machine		LF	\$20.00
R-11	Furnish & Install Bahia Sod - up to 1000 SF		SF	\$0.70
R-12	Furnish & Install Bahia Sod - over 1000 SF		SF	\$0.55
R-13	Furnish & Install Floratam Sod - up to 1000 SF		SF	\$1.00
R-14	Furnish & Install Floratam Sod - over 1000 SF		SF	\$0.90
R-15	Furnish & Install FDOT seed & mulch mix		SY	\$0.25
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix		HR	\$100.00
R-17	Removal and Disposal of Existing Asphalt Pavement		SY	\$9.00
R-18	Mill Existing Pavement (3/4" - 1" avg)		SY	\$15.00
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)		SY	\$25.00
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course		SY	\$45.00
R-21	Furnish and Install 1" Type S-III Surface Course		SY	\$40.00
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way		SY	\$80.00
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way		SY	\$100.00
R-24	FDOT Flowable Fill (Excavatable)		CY	\$220.00
R-25	Leak Repairs (structures) - Grouting		GAL	\$300.00
R-26	Ground Stabilization Grouting		CY	\$210.00
R-27	6" Limerock/ Crushed Concrete Base, primed		SY	\$20.00

R-28	8" Limerock/ Crushed Concrete Base, primed		SY	\$22.00
R-29	12" Compacted Subgrade, 98% T-180		SY	\$7.00
R-30	Adjust manhole ring and cover to grade		EA	\$500.00
R-31	Adjust valve box to grade		EA	\$100.00
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)		SF	\$8.00
<b>CURED-IN-PLACE PIPE LINING*</b>				
*Cured-in-place lining prices shall be inclusive of pre-video, cleaning, post-video and anything else for a complete installation in gravity sanitary or storm sewer				
L-1	Furnish and install 6"-12" diameter CIPP sectional liner, up to 6-ft in length		EA	\$4,200.00
L-2	Furnish and install 6"-12" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$160.00
L-3	Furnish and install 15"-18" diameter CIPP sectional liner, up to 6-ft in length		EA	\$5,700.00
L-4	Furnish and install 15"-18" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$220.00
L-5	Furnish and install 21" diameter CIPP sectional liner, up to 6-ft in length		EA	\$7,500.00
L-6	Furnish and install 21" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	\$250.00
L-7	Furnish and install 8" diameter CIPP liner	0-8' depth	LF	\$40.00
L-8	Furnish and install 8" diameter CIPP liner	8-12' depth	LF	\$40.00
L-9	Furnish and install 8" diameter CIPP liner	12'+ depth	LF	\$45.00
L-10	Furnish and install 10" diameter CIPP liner	0-8' depth	LF	\$42.00
L-11	Furnish and install 10" diameter CIPP liner	8-12' depth	LF	\$42.00
L-12	Furnish and install 10" diameter CIPP liner	12'+ depth	LF	\$45.00
L-13	Furnish and install 12" diameter CIPP liner	0-8' depth	LF	\$48.00
L-14	Furnish and install 12" diameter CIPP liner	8-12' depth	LF	\$48.00
L-15	Furnish and install 12" diameter CIPP liner	12'+ depth	LF	\$50.00
L-16	Furnish and install 15" diameter CIPP liner	0-8' depth	LF	\$55.00
L-17	Furnish and install 15" diameter CIPP liner	8-12' depth	LF	\$55.00
L-18	Furnish and install 15" diameter CIPP liner	12'+ depth	LF	\$61.00
L-19	Furnish and install 18" diameter CIPP liner	0-8' depth	LF	\$110.00
L-20	Furnish and install 18" diameter CIPP liner	8-12' depth	LF	\$110.00
L-21	Furnish and install 18" diameter CIPP liner	12'+ depth	LF	\$120.00
L-22	Furnish and install 20-21" diameter CIPP liner	0-8' depth	LF	\$120.00
L-23	Furnish and install 20-21" diameter CIPP liner	8-12' depth	LF	\$160.00
L-24	Furnish and install 20-21" diameter CIPP liner	12'+ depth	LF	\$160.00
L-25	Furnish and install 24" diameter CIPP liner	0-8' depth	LF	\$160.00
L-26	Furnish and install 24" diameter CIPP liner	8-12' depth	LF	\$165.00
L-27	Furnish and install 24" diameter CIPP liner	12'+ depth	LF	\$190.00
L-28	Furnish and install 30" diameter CIPP liner	0-8' depth	LF	\$190.00
L-29	Furnish and install 30" diameter CIPP liner	8-12' depth	LF	\$200.00
L-30	Furnish and install 30" diameter CIPP liner	12'+ depth	LF	\$210.00

L-31	Furnish and install 36" diameter CIPP liner	0-8' depth	LF	\$210.00
L-32	Furnish and install 36" diameter CIPP liner	8-12' depth	LF	\$210.00
L-33	Furnish and install 36" diameter CIPP liner	12'+ depth	LF	\$240.00
<b>BY-PASS PUMP SET UP WITH BY-PASS PUMPING</b>				
BP-1	Bypass 4" Pump Including setup and monitoring		DAY	\$2,000.00
BP-2	Bypass 6" Pump Including setup and monitoring		DAY	\$4,000.00
BP-3	Bypass 8" Pump Including setup and monitoring		DAY	\$6,000.00
BP-4	Bypass 10" Pump Including setup and monitoring		DAY	\$8,000.00
<b>WELL POINT SYSTEM AND DE-WATERING</b>				
WP-1	Well Point system up to 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$3,500.00
WP-2	Well Point system with more than 50 points complete with pump and jetting equipment, and Monitoring		DAY	\$4,000.00
<b>IMPORTED BACKFILL &amp; REMOVAL OF IN-SITU MATERIAL</b>				
BF-1	Removal & Disposal of unsuitable in-situ material/soil		CY	\$12.00
BF-2	Imported Backfill & Compaction		CY	\$12.00

**EXHIBIT D**  
**SAMPLE WORK ORDER**

**CONTRACTOR AGREEMENT**  
**(EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER)**  
**WORK ORDER NO. \_\_\_\_\_**

THIS WORK ORDER for Emergency Utility Repairs for Water, Wastewater and Stormwater ("Work Order" hereafter) is made on the \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **B & B Underground Construction, INC.** a Florida corporation ("Contractor" hereafter).

**1.0 Project Description:**

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Emergency Utility Repairs for Water, Wastewater and Stormwater project generally described as:

\_\_\_\_\_ (the "Project"). The Project is more specifically described in the plans prepared by \_\_\_\_\_, dated \_\_\_\_\_, and which are incorporated herein by reference.

**2.0 Scope**

Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Work Order shall be within \_\_\_\_\_ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within \_\_\_\_\_ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

**Liquidated Damages.** The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the

services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City \_\_\_\_\_ hundred dollars (\$ \_\_\_\_\_ .00) for each day that expires after the time specified in this Work Order.

**4.0 Compensation and Direct Purchases**

This Work Order is issued for a lump sum, not to exceed amount of \$ \_\_\_\_\_ (\_\_\_\_\_). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**5.0 Project Manager**

The Project Manager for the Contractor is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_; and, the Project Manager for the City is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_.

**6.0 Progress Meetings**

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

**7.0 Contractor's Representations**

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated

on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

**8.0 Warranty.** The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

**9.0 Authorization**

This Work Order is issued pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated [REDACTED], 2020 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Order** as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:      **B & B Underground Construction INC.**

By: \_\_\_\_ (DO NOT SIGN – SAMPLE)

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of **B & B Underground Construction INC.**, a Company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT E**

**CITY OF LAKE WORTH BEACH**

**PAYMENT AND PERFORMANCE BOND**  
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. \_\_\_\_\_

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

**CONTRACTOR:**

Name:

Principal Business Address:

Telephone Number:

**SURETY:**

Name:

Principal Business Address

Telephone Number:

**OWNER:**

City of Lake Worth Beach

7 North Dixie Highway

Lake Worth Beach, FL 33460

(561) 586-1600

**CONTRACT:**

Date:

Amount:

Description (Name and Location):

## **BOND**

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. \_\_\_\_\_ with the City for the project titled “\_\_\_\_\_” (the “Contract”), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the “Contract Documents”) is by reference made a part hereof for the purposes of explaining this bond.
2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
3. THE CONDITION OF THIS BOND is that if Principal:
  - a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and
  - b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Laura Demillo

Witness

B&B Underground Construction, Inc.

Principal

Stephen Decker

Title Stephen Decker, President

(Corporate Seal)

AKM

Witness

Westfield Insurance Company

Surety

Michael P. Broder

Attorney-in-Fact

(Attach Power of Attorney)

Michael P. Broder, Agent & Attorney-in-Fact

Print Name

(Corporate Seal)

General  
Power  
of Attorney

POWER NO. 0992212 00

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY**

of DAVIE and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 20th day of A.D., 2020



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** Electric Utility

**TITLE:**

Agreements with The L. E. Myers Co. & Michels Power for electric utility storm restoration services for disaster recovery

**SUMMARY:**

The Agreements authorize the The L. E. Myers Co. & Michels Power to provide electric utility storm restoration services for disaster recovery on an as-needed basis for fiscal years 2020 through 2023.

**BACKGROUND AND JUSTIFICATION:**

The Financial Services Department, Procurement Division on behalf of the City's Electric Utility Department requested proposals from qualified and experienced electric utility contractors to provide repairs to the City's electrical transmission and distribution systems as a result of a hurricane, natural disaster or other emergency related crisis.

The objective of the RFP and subsequent contracting activity is to secure the services of experienced contractors who are capable of efficiently repairing electrical transmission and distribution systems for a large City area in a timely and cost-effective manner. The Contractors must be capable of assembling, directing, and managing the electric utility repair services and provide a work force that can start operations and mobilization within 24 hours after the notification of an emergency. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida. If activation is required, the City intends to activate contracts on an as-needed basis by the Work Orders or Purchase Orders issued in accordance with the City's Procurement Code and Policies.

The City received a total of 3 responses on May 5, 2020. The Evaluation Committee comprised of management representatives from the Electric Utility department evaluated three proposals. Proposals submitted by The LE Myers Co., Wilco Electrical LLC. and Michels Corp. were found to be responsive and responsible respondents and are being recommended for an award. It is the intention of the City to enter into the long term agreements for the services for three (3) consecutive years with the possibility of two (2) one (1) year extensions dependent on the City's requirements.

**MOTION:**

Move to approve/disapprove the Agreements with The LE Myers Co. and Michels Corp. for electric utility storm restoration services for disaster recovery on an as needed basis.

**ATTACHMENT(S):**

Fiscal Impact Analysis – NA  
L.E. Myers Agreement  
Michels Corp. Agreement

**CONTRACTOR AGREEMENT  
(ELECTRIC UTILITY STORM RESTORATION SERVICES)**

**THIS AGREEMENT** is made this \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **The L.E. Myers Co.**, a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 24925 State Road 46, Sorrento, Florida 32776.

**RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Request for Proposals # 20-205 (hereinafter "RFP") for the Electric Utility Storm Restoration Services; and

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the RFP which is incorporated herein by reference with the Scope of Services specifically attached as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any work performed under this Agreement and pursuant to the RFP will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in RFP and **Exhibit "B"**, which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the RFP to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**1. TERM**

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement.

Rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

**2. SCOPE OF WORK**

2.1 The scope of work includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide repairs to CITY's electrical transmission and distribution systems immediately after a hurricane or other disaster. CONTRACTOR represents that it is capable of efficiently repairing electrical transmission and distribution systems for a large CITY area in a timely and cost-effective manner. The CONTRACTOR is also capable of assembling, directing, and managing a work force that can complete the repairs in timely and efficient manner

2.2. The CONTRACTOR represents that it is experienced and proficient in all phases of construction and repairs of transmission and distribution systems, including but not limited to: substation build, pole setting, pole framing and insulation, transferring/replacing conductors, acquiring Maintenance of Traffic (MOT)s for both road work, railway work, etc.

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and RFP shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the RFP and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. MATERIALS**

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

### **5. FEE AND ORDERING MECHANISM**

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a billing rates set forth in CONTRACTOR's proposal for Equipment and Personnel Rate Schedule, which is attached hereto as **Exhibit "C"**. Billing rates shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's Equipment and Personnel Rate Schedule, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new Equipment and Personnel Rate Schedule for the renewal term(s). The City Manager may approve changes in the CONTRACTOR's Equipment and Personnel Rate Schedule based on the recommendation of the City's Electric Utility Director or designee.

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work performed under this Agreement may be a Work Order or City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30<sup>th</sup> of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CITY will provide the CONTRACTOR with plans and/or specifications in order for the CONTRACTOR to develop its proposal. The CONTRACTOR's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "D"** along with a copy of the CONTRACTOR's proposal and shall be based on the CONTRACTOR's Equipment and Personnel Rate Schedule attached hereto as **Exhibit "B"**. Upon receipt of the CONTRACTOR's proposed work order and proposal, the CITY shall decide in its sole discretion whether to award the work order to the CONTRACTOR. In an event of declared disaster, the work order or a Purchase Order may be awarded by the CITY's City Manager. If the work order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY's approval of the work order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved work order shall include (by reference) the plans and/or specifications provided by the CITY to the CONTRACTOR.

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the RFP and this Agreement is not to exceed **the amount(s) set forth in the approved City work order or Purchase Order issued to the CONTRACTOR annually**, and no additional costs shall be authorized without prior written approval from the CITY.

## 7. INVOICE & PAYMENT

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7.3 Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment from a work order to the CONTRACTOR as retainage until fifty percent (50%) of the work order price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the work order price to the CONTRACTOR, the City will withhold only five percent (5%) of each work order payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, the Contract Administrator may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the work order price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.4 Upon substantial completion, the CONTRACTOR shall establish a punch-list of items that must be completed by the CONTRACTOR. The punch-list shall be provided to the CITY within ten (10) days of substantial completion. The CITY shall have five (5) business days to review the punch-list and revise the same. The CITY shall return the punch-list to the CONTRACTOR. The CONTRACTOR shall complete all items identified on the punch-list prior to the CONTRACTOR submitting its final payment request including the request for all retainage.

7.5 Final Payment. Upon final completion and acceptance of the work in accordance with this Agreement (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the CITY), the CONTRACTOR shall submit a "final invoice" to the CITY. In order for both parties to close their books and records, the CONTRACTOR will clearly state "FINAL" on the CONTRACTOR's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. If the CONTRACTOR's Final Invoice is approved as set forth above, the CITY shall pay the remainder of the work order price including any amount held as retainage.

, except for unsettled or disputed claims for payment which have been presented to Owner in writing prior to the tender of final payment.

7.6 Notwithstanding the foregoing, the CITY shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the CITY.

7.7 Final payment shall not become due until the CONTRACTOR and all of its subcontractors submit to the CITY releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of this Agreement or otherwise related to the Program.

7.8 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

## **8. PUBLIC CONSTRUCTION BOND**

It is anticipated that work awarded under this Agreement may require a public construction bond under section 255.05, Florida Statutes. Due to the likelihood of services having to be performed on an emergency basis, the CONTRACTOR must provide the CITY with a public construction bond in amount of \$200,000 at the beginning of the hurricane season (no later than June 1 of each year) which is in accordance with section 255.05, Florida Statutes. Said bond shall remain in place until December 1 of each year. The bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the CITY prior to the CONTRACTOR providing any services under this Agreement.

If the CITY approves a Purchase Order or a work order which exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the CITY with an amendment to the bond which covers the amount in excess of \$200,000 . Said bond amendment must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond amendment must be provided to the CITY prior to the CONTRACTOR providing any services under the Purchase Order or work order. The CITY reserves the right to request a separate public construction bond for any Purchase Order or work order which is less than \$200,000. The cost of the public construction bond(s) as required under this section shall be a direct pass through cost to the CITY without any mark-up by the CONTRACTOR.

The public construction bond shall be on forms attached hereto as **Exhibit "E"** or substantially similar as approved by the CITY and shall incorporate by reference the terms of this Agreement in its entirety.

To be acceptable to the CITY, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the CONTRACTOR submits its proposed work order for CITY approval.

(d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

(e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

## **9. AUDIT BY CITY**

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

## **10. COPIES OF DATA/DOCUMENTS**

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

## 11. OWNERSHIP

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

## 12. WRITTEN AUTHORIZATION REQUIRED

12.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## 13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee ~~may give~~ written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

shall

In the case of termination for convenience,

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. ~~At such time,~~ the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. ~~No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.~~

## 14. INSURANCE

plus reasonable costs of termination, including demobilization.

14.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide a certificates evidencing insurance evidencing coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

14.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability to the extent coverage applies insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

14.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive commercial automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles ~~whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.~~

14.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

## 15. WAIVER OF BREACH

15.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## 16. INDEMNITY

extent of Contractor's negligence,

and

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the ~~maximum extent permitted by law,~~ the CITY and its officers, ~~agents, employees and representatives,~~ from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, ~~and regardless of whether the allegations are false, fraudulent or groundless~~), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

16.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

16.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## 17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A"); all applicable federal grant requirements (Exhibit "B"); and, the CONTRACTOR's Equipment and Personnel Rate Schedule (Exhibit "C"). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "A" shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **18. ASSIGNMENT**

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **19. SUCCESSORS AND ASSIGNS**

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **20. OF TRIAL BY JURY**

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## **21. GOVERNING LAW AND REMEDIES**

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **22. TIME IS OF THE ESSENCE**

22.1 Time is of the essence in the completion of the Scope of Work as specified herein.

### **23. NOTICES**

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

The L.E. Meyers Co. ← The L. E. Myers Co.  
Attn. Raymond Richards  
24925 State Road 46  
Sorrento, Florida 32776

### **24. SEVERABILITY**

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

### **25. DELAYS AND FORCES OF NATURE**

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole

, then Contractor shall be entitled to additional compensation and additional time to complete the Work to the extent that Contractor's Work is delayed, disrupted, suspended, or accelerated by City, or any entity engaged by City.

a period of time equal to the length of the delay.

discretion, the time of completion shall be extended for ~~any reasonable time that the CITY, in its sole discretion, may decide~~; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, ~~unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay~~, then the time of completion shall be extended for ~~any reasonable time the CITY, in its sole discretion, may decide~~. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. ~~The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.~~

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

, unusually severe weather conditions, excessive wind, epidemics, pandemics, civil disturbances, war, riots, sabotage, restraints or injunctions issued by a court or other governmental entity ("Force Majeure Events").

**26. COUNTERPARTS**

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

**27. LIMITATIONS OF LIABILITY**

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

**28. PUBLIC ENTITY CRIMES**

28.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

## **29. PREPARATION**

29.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **30. PALM BEACH COUNTY INSPECTOR GENERAL**

30.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **31. ENFORCEMENT COSTS**

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

## **32. PUBLIC RECORDS**

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [DANDREA@LAKEWORTHBEACHFL.GOV](mailto:DANDREA@LAKEWORTHBEACHFL.GOV), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

### **33. COPYRIGHTS AND/OR PATENT RIGHTS**

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

### **34. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

34.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

### **35. FEDERAL AND STATE TAX**

35.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the

successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

### 36. PROTECTION OF PROPERTY

caused by Contractor.

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

### 37. DAMAGE TO PERSONS OR PROPERTY

37.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

### 38. WARRANTY

Substantial Completion

38.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

### 39. SCRUTINIZED COMPANIES

39.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are

placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

39.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

39.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

39.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

39.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### **40. SURVIVABILITY**

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

#### **41. WORK FOR HIRE**

41.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other

documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Electric Utility Storm Restoration Services on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Pam Triolo, Mayor

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:

**The L.E. Myers Co.**

By: \_\_\_\_\_

Print Name: RAYMOND RICHARDS

Title: DISTRICT MANAGER

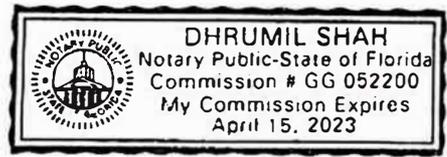
[Corporate Seal]

STATE OF Florida  
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 4 day of JUNE, 2020, by Raymond Richards who was physically present, as Notary Public (title), of The L.E. Myers Co., a company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following F2/ DL as identification.

Notary Public

\_\_\_\_\_  
Print Name: Dhrumil Shah  
My commission expires: 04/15/2023



## **Exhibit A**

### **RFP Scope of Services**

The City of Lake Worth Beach is expecting that the CONTRACTOR to provide repairs to City's electrical transmission and distribution systems immediately after a hurricane or other disaster. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently repairing electrical transmission and distribution systems for a large City area in a timely and cost-effective manner. The CONTRACTOR should be experienced and proficient in all phases of construction and repairs of transmission and distribution systems, including but not limited to: substation build, pole setting, pole framing and insulation, transferring/replacing conductors, acquiring Maintenance of Traffic (MOT)s for both road work, railway work, etc. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the repairs in timely and efficient manner.

This is an acknowledgement that FEMA financial assistance will be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster management or monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover electrical transmission and distribution systems repair needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the City of Lake Worth Beach. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

The CITY envisions the need for multiple contracts to carry out the electrical transmission and distribution systems work throughout the City. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and

to cover the expenses associated with a major recovery operation prior to the initial CITY payment and between subsequent payments, as well as the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel to complete comprehensive electrical transmission and distribution systems repairs and demonstrable experience in major disaster recovery projects.

This Agreement is a contingency contract that will be activated via purchase order or work order only in the case of an emergency or immediately after an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until a purchase order or a work order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order/work order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this Agreement.

The CITY'S goal is to complete the electrical transmission and distribution systems repair process post-event in a timely and efficient manner. Due to the low elevation and potential for flooding, some areas of the work might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the city simultaneously immediately after a storm.

In addition to using CITY forces and equipment, the CITY intends to award three (but reserves the right to execute more or less than three) electrical transmission and distribution systems repair contracts on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. Each CONTRACTOR awarded an electrical transmission and distribution repair contract will serve as a General Contractor for the purpose of electrical transmission and distribution systems repair operations, and will be able to use his/her own resources and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the highest ranked CONTRACTORS awarded Electrical Transmission and Distribution Systems Repair contracts to advise them of the CITY's intent to activate the Contracts via purchase order.

When a major disaster or emergency occurs or is imminent, the CITY will initially send out an alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the CITY.

Subsequently, the CITY will issue the first Purchase Order which will authorize the CONTRACTOR to send an Operations Manager to the CITY within 24 hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) Contractor. CONTRACTOR will generally be activated in order of final ranking.

Specific purchase orders will be issued to select CONTRACTORS based on the best interest of the City. The CITY reserves the right to assign purchase orders to various CONTRACTORS based on pricing submitted. The CITY does not guarantee a cradle to grave pricing arrangement but reserves the right to pick and choose CONTRACTORS based on ranking.

The general concept of electrical transmission and distribution systems repairs shall include but not limited to: substation build, pole setting, pole framing and insulation, transferring/replacing conductors, acquiring MOTs for both road work, railway work, etc. The CITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

#### Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, and tasks performed, if appropriate
5. Volumes of repairs handled

~~Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.~~

#### Performance of Contractor

It is the intent of the Agreement is to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to mobilize pre-storm identified sites within three (3) calendar days of after being tasked by the CITY. The City reserves the right to collect liquidated damages of \$500 per day for each day not started.
2. Inability to perform repairs due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day repair site must remain attended.

CONTRACTOR may also be subject to non-payment and liquidated damages of \$50 for each of the following infractions:

1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.

CONTRACTOR may be immediately terminated and may not paid for the following:

1. Starting repairs of any non-eligible, non-CITY approved areas.
2. Moving to another designated Work Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
4. Soliciting work from private citizens ~~or others~~ to be performed in the designated Service Area during the period of this Agreement.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

## **Exhibit B**

### **Federal Contract Provisions**

The Contractor hereby agrees that the following terms, at a minimum, are incorporated into this Agreement:

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The 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 the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

#### Clean Air Act.

1. 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 the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the 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.

#### Federal Water Pollution Control Act.

1. 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 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.

#### Suspension and Debarment.

(1) 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's 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, as laid out in Exhibit I, is a material representation of fact relied upon by the 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 the State of Florida or the 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.

#### Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. 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 who in turn will forward the certification(s) to the awarding agency.

#### Procurement of Recovered materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the CITY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. By signing this agreement, The CONTRACTOR acknowledges that FEMA financial assistance will be

used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**EXHIBIT C**

**CONTRACTOR'S EQUIPMENT AND PERSONNEL RATES**

Exhibit "K"  
RFP 20-205 ELECTRIC UTILITY STORM RESTORATION SERVICES

Equipment & Personnel Rate Schedule

Equipment Rate Schedule

Equipment Class:	Equipment type (or similar)	Hourly Rate:
Small Vehicles & Trucks	Pick-up Truck 1-Ton or Less/SUV	N/A
	Pickup 3/4T 4x4	N/A
	1/2 Ton Pickup - 4 Wheel Drive (T&E)	\$15.20
	3/4 ton Pickup - 4 Wheel Drive (T&E)	\$18.90
	1 to 1 1/2 ton Truck - 4 Wheel Drive (T&E)	\$23.40
	2 to 3 Ton Truck (T&E)	N/A
	5 Ton Truck - 4 or 6 Wheel Drive (T&E)	N/A
	3 Ton Material Truck w/ Knucle Boom (T&E)	N/A
	S ton Material truck w/ Knucle Boom (T&E)	N/A
	10 Ton Tractor - Semi (T&E)	\$40.20
	Pick-up Truck >1-Ton	N/A
	All Terrain Vehicle (Gator or equal)	N/A
	Mechanics Truck	\$50.90
	Welding Truck	N/A
	Stake Body Truck	N/A
	Box Truck	N/A
Tractor Trailer Dual-Axle	\$12.10	
Trailers	Job/Equipment Trailer	\$9.70
	Tool/PPE Trailer	\$8.00
	Distribution Pole Trailer	\$13.90
	Transmission Pole Trailer	N/A
	LowBoy Equipment Hauling Trailer	N/A
	Low Boy (Semi Trailer)	\$17.40
Buckets	Boom trk 10-12T	\$42.20
	Boom Trk 12-15T	\$51.10
	Boom Trk 17T	\$56.80
	Boom Trk 22T	\$88.50
	Boom Trk 35T 4x6	\$177.20
	35-49' Flex Track Buckets	N/A
	50-60' Flex track Buckets	N/A
	61-72' Flex Track Buckets	N/A
	73-93' Flex Track Buckets	\$266.50
	94-100' Flex Tractl Buckets	N/A
	101-125' Flex Bucket	\$286.50
MH or non MH Bucket Truck < 50'	\$33.80	

	MH or non MH Bucket Truck 50' to 60'	\$44.30
	MH or non MH Bucket Truck 61' to 74'	N/A
	MH or non MH Bucket Truck 75' to 90'	N/A
	MH or non MH Bucket Truck 91' to 99'	\$106.60
	MH or non MH Bucket Truck 100' to 110'	\$109.50
	MH or non MH Bucket Truck 111' to 125'	\$234.70
	Rear Lot Machine (Standard)	\$62.30
	Rear Lot Machine (Patriot)	N/A
	Track Machine/Bucket < 60'	\$231.20
	Track Machine/Bucket 61' to 80'	N/A
	Track Machine/Bucket 81' to 105'	N/A
<b>Diggers</b>	Digger Derrick < 50'	\$46.10
	Digger Derrick 51' to 65'	\$89.30
	Digger Derrick 66' to 80'	\$112.40
	Line trk/Digger Derrick	\$46.10
	Line Trk Commander II	\$89.30
	Line Trk/Digger Derrick 4x4	\$46.10
	20' to 35' - Yard Machine Pin-On Bucket	\$62.30
	36' to 43' - Yard Machine Pin-On Bucket	N/A
	20' to 35' - Yard Machine Digger	\$62.30
	36' to 43' - Yard Machine Digger	N/A
	41' to 50' Digger Derrick	\$46.10
	51' to 60' Digger Derrick	\$89.30
	61'to 70' Digger Derrick	\$112.40
	71' to 80' Digger Derrick	N/A
	41' to 50' Flex Track Digger Derrick	\$141.20
	51' to 60' Flex Track Digger Derrick	N/A
	61' to 70' Flex Track Digger Derrick	\$231.20
	71' to 80' Flex Track Digger Derrick	N/A
	Hydro - Excavation Truck	N/A
	Track Machine/Digger < 51'	\$141.20
	Track Machine/Digger 51' to 65'	\$231.20
	Track Machine/Digger 66' to 80'	N/A
	Pressure Digger Wheeled (Texoma 330)	\$110.30
	Pressure Digger Wheeled (Texoma 650/Watson 1100)	\$119.10
	Pressure Digger Wheeled (Texoma 800)	\$175.00
	Pressure Digger Tracked (Texoma 330)	\$175.00
Pressure Digger Tracked (Lodril EDT-7)	\$238.60	
Production Digger 60"x20'	\$110.30	
Production Digger 60"x28'	\$119.10	
<b>Cranes</b>	18-25 Ton Crane	\$88.50
	32-40 Ton Crane	\$177.20

	41-65 Ton Crane	\$221.50
	Mantis Crane 30T	\$213.20
<b>Lifts</b>	Manlift Straight or Articulating 40' to 52'	N/A
	Manlift Straight or Articulating 53' to 66'	N/A
	Manlift Straight or Articulating 67' to 92'	N/A
	Manlift Straight or Articulating 93' to 131'	N/A
	Manlift Straight or Articulating 131' to 150'	N/A
	Manlift Scissor 32' and below	N/A
	Manlift Scissor 33' to 46'	N/A
<b>Wire Handling/Pulling Equipment</b>	Single Reel Trailer Small	\$5.80
	Single Reel Trailer Large	\$7.70
	3 or 4 Reel Trailer Small	N/A
	3 or 4 Reel Trailer Large	\$14.70
	20,000-30,000# Reel Stand	\$20.60
	Single Drum Puller 4000#	\$46.50
	Single Drum Puller 10000#	\$81.80
	Single Drum Puller 30000#	\$158.80
	4 Drum Puller 2000#	\$50.00
	4 Drum Puller 3500# to 4000#	\$70.10
	4 Drum Rope Puller 3,000#	\$61.40
	Tensioner 3000# 36"/38" Bullwheel	\$21.50
	Tensioner 5000# 52" Bullwheel	\$25.50
	Tensioner 10000# 72" Bullwheel	\$64.00
	2-Bundle Hydraulic Transmisson Tensioner	\$98.60
	Spiders	N/A
	Wire Pulling Accessories (hot arms, rollers, set of 6)	\$15.00
	Wire Puller (Hardline)	\$120.10
	Wire Tensioner Sgl Cond. 48" Bull Wheels	N/A
	Wire Tensioner Sgl Cond. 60" Bull Wheels	\$35.10
	Wire Tensioner Bundle Cond.	\$106.60
	Towmotor	N/A
<b>Material Handling</b>	Telehandler <10,000#	N/A
	Telehandler 10,000# to 15,000#	N/A
	Telehandler 20,000#	N/A
	Backhoe	\$19.10
	Track Loader Bobcat 590 or Equivalent	\$26.30
	Track Loader Bobcat 650 or Equivalent	\$29.70
	Track Loader Bobcat 750 or Equivalent	\$41.40
	Mini Excavator CAT 303/303.5 or Equivalent	\$21.40
	Mini Excavator CAT 304 or Equivalent	\$35.30
	Mini Excavator CAT 305 or Equivalent	N/A
	Mini Excavator CAT 308 or Equivalent	N/A

	Excavator Komatsu PC138 or Equivalent	N/A
	Excavator Komatsu PC170 or Equivalent	N/A
	Excavator Komatsu PC228 or Equivalent	N/A
<b>Dirt/Construction Equipment</b>	D3/D4 Dozer or Equivalent	\$41.30
	D5 Dozer or Equivalent	\$65.50
	D6 Dozer or Equivalent	\$80.30
	D7 Dozer or Equivalent	N/A
	D8 Dozer or Equivalent	\$171.90
	Dump Bed Sgl. Axle 6-10 C.Y.	\$21.80
	Dump Bed Dbl Axle 6-10 C.Y.	\$69.30
	Flatbed 1-4T or 2 1/2T Crew Cab 4x4	\$27.60
	Wheel Loader 3.0 to 3.5 yard	\$58.20
	Wheel Loader 4.0 yard	\$75.20
	Compactor Roller	N/A
	Water Truck	\$69.30
	Dump Trailer	\$6.00
	Dump Truck 3 Yards	\$21.80
	Dump Truck Single Axle	\$21.80
	Dump Truck 5.0 cubic yards	\$21.80
	S Yard Dumo Truck	\$21.80
	10 Yard Dump truck	\$69.30
	Dump Truck 10.0 cubic yards	\$69.30
	Flex Track With Dump Box	N/A
	Flex Track ATV (T&E)	N/A
	Track Dump Truck 14,000# and below	N/A
	Track Dump Truck 14,001# to 22,000#	N/A
	Track Dump Truck 22,001# to 33,100#	N/A
	ATV ( All Terrain Vehicle - Ranger, Prowler, etc.)	N/A
	Welder/Mechanic's Truck	\$50.90
	Trencher	\$38.80
	Trencher w/ Rock Wheel	N/A
	Water Truck - 4,000 Gallon	\$69.30
<b>Misc. Equipment</b>	Pole Jack	\$8.40
	Concrete Breaker	N/A
	Light Tower (used as Generator)	\$12.60
	Generator 15kW	N/A
	Air Compressor 185/210 CFM	\$7.60
	Air Compressor 375 CFM	N/A
	60-100 Ton Press	No Charge
	DMC Press 45 Ton	No Charge
	DMC Press 65 Ton	No Charge
	Arrow Board	N/A
	Portable Traffic Light System	N/A

	30 Yard dumpster (PER EXCHANGE)	\$1,500.00
	Port a John (MONTHLY RATE)	\$125.00
	66 - 80 Ton Crane	\$400.00
	80 - 120 Ton Crane	\$450.00
	Vacuum Truck	N/A
	Snow Plow Attachment	N/A
	Storage container (MONTHLY RATE)	\$150.00

### Personnel Rate Schedule

Standard Time	Billing Rate
General Foreman	\$196.29
Foreman	\$188.31
Small Job Foreman	N/A
Lineman, Journeyman	\$172.25
Apprentice 7th period	\$156.24
Apprentice 6th period	\$148.21
Apprentice 5th period	\$140.21
Apprentice 4th period	\$132.19
Apprentice 3rd period	\$124.17
Apprentice 2nd period	\$116.17
Apprentice 1st period	\$108.15
Equipment Operator A	\$172.25
Equipment Operator B	N/A
Equipment Operator	\$140.21
Vac Tr/Dir. Boring	N/A
Gr. Truck Driver (W)	N/A
Groundman Truck Driver	N/A
Groundman	\$88.93
Groundman - 1st Year	N/A
Flagman	N/A
Line Equip. Mech/Welder	\$108.15
Eq. Serv/Mech Helper	\$88.93

**EXHIBIT D**  
**SAMPLE WORK ORDER**

**CONTRACTOR AGREEMENT**  
**(ELECTRIC UTILITY STORM RESTORATION SERVICES)**  
**WORK ORDER NO. \_\_\_\_\_**

THIS WORK ORDER for Electric Utility Storm Restoration Services ("Work Order" hereafter) is made on the \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and The L.E. Myers Co. a Florida corporation ("Contractor" hereafter).

**1.0 Project Description:**

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Electric Utility Storm Restoration Services project generally described as:

\_\_\_\_\_ (the "Project"). The Project is more specifically described in the plans prepared by \_\_\_\_\_, dated \_\_\_\_\_, and which are incorporated herein by reference.

**2.0 Scope**

Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Work Order shall be within \_\_\_\_\_ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within \_\_\_\_\_ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

**Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any**

such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City \_\_\_\_\_ hundred dollars (\$\_\_\_\_\_.00) for each day that expires after the time specified in this Work Order.

**4.0 Compensation and Direct Purchases**

This Work Order is issued for a lump sum, not to exceed amount of \$\_\_\_\_\_ (\_\_\_\_\_). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**Project Manager**

The Project Manager for the Contractor is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_; and, the Project Manager for the City is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_.

**Progress Meetings**

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

**Contractor's Representations**

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

~~7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.~~

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or

The Contractor shall be entitled to additional compensation and an extension of time to compensate it for any and all delays, disruptions, expenses or costs relating to:

- Subsurface or otherwise concealed conditions that differ materially from those indicated in the Contract Documents, or
- Unknown conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.

Contractor shall be entitled to reasonably rely on documentation concerning soil and subsurface conditions provided by City or its agents, subcontractors, employees or engineers.

Contractor shall not be responsible for utilities that are not locatable using the local one-call system.

contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

**8.0 Warranty.** The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the ~~final~~ completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the ~~final~~ completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

Substantial

**9.0 Authorization**

This Work Order is issued pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated [REDACTED], 2020 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Order** as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR:      **The L.E. Myers Co.**

By: \_\_\_\_\_(DO NOT SIGN – SAMPLE)

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of **The L.E. Myers, Co.**, a Company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT E**

**CITY OF LAKE WORTH BEACH**

**PAYMENT AND PERFORMANCE BOND**  
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. \_\_\_\_\_

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

**CONTRACTOR:**

Name:

Principal Business Address:

Telephone Number:

**SURETY:**

Name:

Principal Business Address

Telephone Number:

**OWNER:**

City of Lake Worth Beach

7 North Dixie Highway

Lake Worth Beach, FL 33460

(561) 586-1600

**CONTRACT:**

Date:

Amount:

Description (Name and Location):

## **BOND**

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. \_\_\_\_\_ with the City for the project titled “\_\_\_\_\_” (the “Contract”), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the “Contract Documents”) is by reference made a part hereof for the purposes of explaining this bond.
2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
3. THE CONDITION OF THIS BOND is that if Principal:
  - a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and
  - b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

(Attach Power of Attorney)

\_\_\_\_\_  
Print Name

(Corporate Seal)

**CONTRACTOR AGREEMENT  
(ELECTRIC UTILITY STORM RESTORATION SERVICES)**

**THIS AGREEMENT** is made this \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Michels Power, a Division of Michels Corporation**, a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 1775 East Shady Lane Neenah, WI 54956.

**RECITALS**

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Request for Proposals # 20-205 (hereinafter "RFP") for the Electric Utility Storm Restoration Services; and

WHEREAS, CONTRACTOR submitted a proposal to perform the services described and set out in the RFP which is incorporated herein by reference with the Scope of Services specifically attached as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any work performed under this Agreement and pursuant to the RFP will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in RFP and **Exhibit "B"**, which are the provisions required to be included in contracts

funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the RFP to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

## **1. TERM**

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement.

Rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

## **2. SCOPE OF WORK**

2.1 The scope of work includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide repairs to CITY's electrical transmission and distribution systems immediately after a hurricane or other disaster. CONTRACTOR represents that it is capable of efficiently repairing electrical transmission and distribution systems for a large CITY area in a timely and cost-effective manner. The CONTRACTOR is also capable of assembling, directing, and managing a work force that can complete the repairs in timely and efficient manner

2.2. The CONTRACTOR represents that it is experienced and proficient in all phases of construction and repairs of transmission and distribution systems, including but not limited to: substation build, pole setting, pole framing and insulation, transferring/replacing conductors, acquiring Maintenance of Traffic (MOT)s for both road work, railway work, etc.

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and RFP shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be

completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the RFP and this Agreement.

### **3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS**

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

### **4. MATERIALS**

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

### **5. FEE AND ORDERING MECHANISM**

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a billing rates set forth in CONTRACTOR's proposal for Equipment and Personnel Rate Schedule, which is attached hereto as **Exhibit "C"**. Billing rates shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's Equipment and Personnel Rate Schedule, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new

Equipment and Personnel Rate Schedule for the renewal term(s). The City Manager may approve changes in the CONTRACTOR's Equipment and Personnel Rate Schedule based on the recommendation of the City's Electric Utility Director or designee.

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work performed under this Agreement may be a Work Order or City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30<sup>th</sup> of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CITY will provide the CONTRACTOR with plans and/or specifications in order for the CONTRACTOR to develop its proposal. The CONTRACTOR's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "D"** along with a copy of the CONTRACTOR's proposal and shall be based on the CONTRACTOR's Equipment and Personnel Rate Schedule attached hereto as **Exhibit "B"**. Upon receipt of the CONTRACTOR's proposed work order and proposal, the CITY shall decide in its sole discretion whether to award the work order to the CONTRACTOR. In an event of declared disaster, the work order or a Purchase Order may be awarded by the CITY's City Manager. If the work order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY's approval of the work order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved work order shall include (by reference) the plans and/or specifications provided by the CITY to the CONTRACTOR.

## **6. MAXIMUM COSTS**

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the RFP and this Agreement is not to exceed **the amount(s) set forth in the approved City work order or Purchase Order issued to the CONTRACTOR annually**, and no additional costs shall be authorized without prior written approval from the CITY.

## **7. INVOICE & PAYMENT**

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7.3 Payment to the Contractor shall be made pursuant Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment from a work order to the CONTRACTOR as retainage until fifty percent (50%) of the work order price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the work order price to the CONTRACTOR, the City will withhold only five percent (5%) of each work order payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, the Contract Administrator may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the work order price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.4 Upon substantial completion, the CONTRACTOR shall establish a punch-list of items that must be completed by the CONTRACTOR. The punch-list shall be provided to the CITY within ten (10) days of substantial completion. The CITY shall have five (5) business days to review the punch-list and revise the same. The CITY shall return the punch-list to the CONTRACTOR. The CONTRACTOR shall complete all items identified on the punch-list prior to the CONTRACTOR submitting its final payment request including the request for all retainage.

7.5 Final Payment. Upon final completion and acceptance of the work in accordance with this Agreement (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the CITY), the CONTRACTOR shall submit a "final invoice" to the CITY. In order for both parties to close their books and records, the CONTRACTOR will clearly state "FINAL" on the CONTRACTOR's final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the CITY. Since this account will

thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. If the CONTRACTOR's Final Invoice is approved as set forth above, the CITY shall pay the remainder of the work order price including any amount held as retainage.

7.6 Notwithstanding the foregoing, the CITY shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the CITY.

7.7 Final payment shall not become due until the CONTRACTOR and all of its subcontractors submit to the CITY releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of this Agreement or otherwise related to the Program.

7.8 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

## **8. PUBLIC CONSTRUCTION BOND**

It is anticipated that work awarded under this Agreement may require a public construction bond under section 255.05, Florida Statutes. Due to the likelihood of services having to be performed on an emergency basis, the CONTRACTOR must provide the CITY with a public construction bond in amount of \$200,000 at the beginning of the hurricane season (no later than June 1 of each year) which is in accordance with section 255.05, Florida Statutes. Said bond shall remain in place until December 1 of each year. The bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the CITY prior to the CONTRACTOR providing any services under this Agreement.

If the CITY approves a Purchase Order or a work order which exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the CITY with an amendment to the bond which covers the amount in excess of \$200,000 . Said bond amendment must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond amendment must be provided to the CITY prior to the CONTRACTOR providing any services under the Purchase Order or work order. The CITY reserves the right to request a separate public construction bond for any Purchase Order or work order which is less than \$200,000. The cost of the public construction bond(s) as required under this section shall be a direct pass through cost to the CITY without any mark-up by the CONTRACTOR.

The public construction bond shall be on forms attached hereto as **Exhibit “E”** or substantially similar as approved by the CITY and shall incorporate by reference the terms of this Agreement in its entirety.

To be acceptable to the CITY, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the CONTRACTOR submits its proposed work order for CITY approval.

(d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best’s Key Rating Guide.

(e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

## **9. AUDIT BY CITY**

9.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR’s performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct

and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

## **10. COPIES OF DATA/DOCUMENTS**

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

## **11. OWNERSHIP**

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

## **12. WRITTEN AUTHORIZATION REQUIRED**

12.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

## **13. DEFAULTS, TERMINATION OF AGREEMENT**

13.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

#### **14. INSURANCE**

14.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

14.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

14.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

14.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

## **15. WAIVER OF BREACH**

15.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

## **16. INDEMNITY**

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

16.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

16.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

## **17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

17.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A"); all applicable federal grant requirements (Exhibit "B"); and, the CONTRACTOR's Equipment and Personnel Rate Schedule (Exhibit "C"). To the extent that there exists a conflict between this Agreement

and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "A" shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein and the Scope of Services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

## **18. ASSIGNMENT**

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

## **19. SUCCESSORS AND ASSIGNS**

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

## **20. OF TRIAL BY JURY**

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

## **21. GOVERNING LAW AND REMEDIES**

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

## **22. TIME IS OF THE ESSENCE**

22.1 Time is of the essence in the completion of the Scope of Work as specified herein.

## **23. NOTICES**

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Michels Power, a Division of Michels Corporation.  
Attn. Mark Harasha  
1775 East Shady Lane  
Neenah, WI 54956

## **24. SEVERABILITY**

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

## **25. DELAYS AND FORCES OF NATURE**

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

## **26. COUNTERPARTS**

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

## **27. LIMITATIONS OF LIABILITY**

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

## **28. PUBLIC ENTITY CRIMES**

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

## **29. PREPARATION**

29.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

## **30. PALM BEACH COUNTY INSPECTOR GENERAL**

30.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **31. ENFORCEMENT COSTS**

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

## **32. PUBLIC RECORDS**

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [DANDREA@LAKEWORTHBEACHFL.GOV](mailto:DANDREA@LAKEWORTHBEACHFL.GOV), OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

### **33. COPYRIGHTS AND/OR PATENT RIGHTS**

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

### **34. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

34.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

### **35. FEDERAL AND STATE TAX**

35.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

### **36. PROTECTION OF PROPERTY**

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

### **37. DAMAGE TO PERSONS OR PROPERTY**

37.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

### **38. WARRANTY**

38.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of

returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

### **39. SCRUTINIZED COMPANIES**

39.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

39.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

39.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

39.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

39.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **40. SURVIVABILITY**

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

### **41. WORK FOR HIRE**

41.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

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**SIGNATURE PAGE FOLLOWS**



## **Exhibit A**

### **RFP Scope of Services**

The City of Lake Worth Beach is expecting that the CONTRACTOR to provide repairs to City's electrical transmission and distribution systems immediately after a hurricane or other disaster. The objective of this Agreement is to secure the services of an experienced CONTRACTOR who is capable of efficiently repairing electrical transmission and distribution systems for a large City area in a timely and cost-effective manner. The CONTRACTOR should be experienced and proficient in all phases of construction and repairs of transmission and distribution systems, including but not limited to: substation build, pole setting, pole framing and insulation, transferring/replacing conductors, acquiring Maintenance of Traffic (MOT)s for both road work, railway work, etc. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the repairs in timely and efficient manner.

This is an acknowledgement that FEMA financial assistance will be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster management or monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover electrical transmission and distribution systems repair needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the City of Lake Worth Beach. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

The CITY envisions the need for multiple contracts to carry out the electrical transmission and distribution systems work throughout the City. The CONTRACTOR must have the

experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial CITY payment and between subsequent payments, as well as the capacity to provide the necessary insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel to complete comprehensive electrical transmission and distribution systems repairs and demonstrable experience in major disaster recovery projects.

This Agreement is a contingency contract that will be activated via purchase order or work order only in the case of an emergency or immediately after an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until a purchase order or a work order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order/work order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this Agreement.

The CITY'S goal is to complete the electrical transmission and distribution systems repair process post-event in a timely and efficient manner. Due to the low elevation and potential for flooding, some areas of the work might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the city simultaneously immediately after a storm.

In addition to using CITY forces and equipment, the CITY intends to award three (but reserves the right to execute more or less than three) electrical transmission and distribution systems repair contracts on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. Each CONTRACTOR awarded an electrical transmission and distribution repair contract will serve as a General Contractor for the purpose of electrical transmission and distribution systems repair operations, and will be able to use his/her own resources and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the highest ranked CONTRACTORS awarded Electrical Transmission and Distribution Systems Repair contracts to advise them of the CITY's intent to activate the Contracts via purchase order.

When a major disaster or emergency occurs or is imminent, the CITY will initially send out an alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines

of communication between the CONTRACTOR representatives and the CITY. Subsequently, the CITY will issue the first Purchase Order which will authorize the CONTRACTOR to send an Operations Manager to the CITY within 24 hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) Contractor. CONTRACTOR will generally be activated in order of final ranking.

Specific purchase orders will be issued to select CONTRACTORS based on the best interest of the City. The CITY reserves the right to assign purchase orders to various CONTRACTORS based on pricing submitted. The CITY does not guarantee a cradle to grave pricing arrangement but reserves the right to pick and choose CONTRACTORS based on ranking.

The general concept of electrical transmission and distribution systems repairs shall include but not limited to: substation build, pole setting, pole framing and insulation, transferring/replacing conductors, acquiring MOTs for both road work, railway work, etc. The CITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

#### Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, and tasks performed, if appropriate
5. Volumes of repairs handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the CITY.

#### Performance of Contractor

It is the intent of the Agreement is to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to mobilize pre-storm identified sites within three (3) calendar days of after being tasked by the CITY. The City reserves the right to collect liquidated damages of \$500 per day for each day not started.
2. Inability to perform repairs due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day repair site must remain attended.

CONTRACTOR may also be subject to non-payment and liquidated damages of \$50 for each of the following infractions:

1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.

CONTRACTOR may be immediately terminated and may not paid for the following:

1. Starting repairs of any non-eligible, non-CITY approved areas.
2. Moving to another designated Work Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
4. Soliciting work from private citizens or others to be performed in the designated Service Area during the period of this Agreement.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

## **Exhibit B**

### **Federal Contract Provisions**

The Contractor hereby agrees that the following terms, at a minimum, are incorporated into this Agreement:

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The 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 the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction 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) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of

contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

#### Clean Air Act.

1. 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 the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the 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.

#### Federal Water Pollution Control Act.

1. 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 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.

#### Suspension and Debarment.

(1) 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's 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, as laid out in Exhibit I, is a material representation of fact relied upon by the 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 the State of Florida or the 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.

#### Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. 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 who in turn will forward the certification(s) to the awarding agency.

#### Procurement of Recovered materials.

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the CITY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. By signing this agreement, The CONTRACTOR acknowledges that FEMA financial assistance will be

used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**EXHIBIT C**

**CONTRACTOR'S EQUIPMENT AND PERSONNEL RATES**

Note: Michels is a union contractor and the recently updated (Fall 2019) Florida Local 222 labor agreement includes a provision that personnel working on named storm events will be paid at double the normal (straight time) rate of pay. As a result, our labor rates are based on double time wages.

**Exhibit "K"**  
**RFP 20-205 ELECTRIC UTILITY STORM RESTORATION SERVICES**

**Equipment & Personnel Rate Schedule**

**Equipment Rate Schedule**

<b>Equipment Class:</b>	<b>Equipment type (or similar)</b>	<b>Hourly Rate:</b>
<b>Small Vehicles &amp; Trucks</b>	Pick-up Truck 1-Ton or Less/SUV	\$24.46
	Pickup 3/4T 4x4	\$22.46
	1/2 Ton Pickup - 4 Wheel Drive (T&E)	\$18.51
	3/4 ton Pickup - 4 Wheel Drive (T&E)	\$22.46
	1 to 1 1/2 ton Truck - 4 Wheel Drive (T&E)	
	2 to 3 Ton Truck (T&E)	
	5 Ton Truck - 4 or 6 Wheel Drive (T&E)	
	3 Ton Material Truck w/ Knucle Boom (T&E)	
	5 ton Material truck w/ Knucle Boom (T&E)	
	10 Ton Tractor - Semi (T&E)	
	Pick-up Truck >1-Ton	\$24.46
	All Terrain Vehicle (Gator or equal)	
	Mechanics Truck	\$34.31
	Welding Truck	\$31.06
	Stake Body Truck	
	Box Truck	
Tractor Trailer Dual-Axle		
<b>Trailers</b>	Job/Equipment Trailer	\$6.56
	Tool/PPE Trailer	\$6.56
	Distribution Pole Trailer	\$6.56
	Transmission Pole Trailer	\$11.09
	LowBoy Equipment Hauling Trailer	\$38.17
	Low Boy (Semi Trailer)	\$38.17
<b>Buckets</b>	Boom trk 10-12T	\$40.40
	Boom Trk 12-15T	\$40.40
	Boom Trk 17T	\$40.40
	Boom Trk 22T	\$40.40
	Boom Trk 35T 4x6	\$78.71
	35-49' Flex Track Buckets	\$93.65
	50-60' Flex track Buckets	\$93.65
	61-72' Flex Track Buckets	\$138.56
	73-93' Flex Track Buckets	\$138.56
	94-100' Flex Tractl Buckets	\$191.40
	101-125' Flex Bucket	\$191.40
	MH or non MH Bucket Truck < 50'	\$37.34

	MH or non MH Bucket Truck 50' to 60'	\$43.94
	MH or non MH Bucket Truck 61' to 74'	\$53.66
	MH or non MH Bucket Truck 75' to 90'	\$53.66
	MH or non MH Bucket Truck 91' to 99'	\$122.31
	MH or non MH Bucket Truck 100' to 110'	\$122.31
	MH or non MH Bucket Truck 111' to 125'	\$191.40
	Rear Lot Machine (Standard)	\$34.25
	Rear Lot Machine (Patriot)	\$34.25
	Track Machine/Bucket < 60'	\$93.65
	Track Machine/Bucket 61' to 80'	\$138.56
	Track Machine/Bucket 81' to 105'	\$191.40
<b>Diggers</b>	Digger Derrick < 50'	\$51.42
	Digger Derrick 51' to 65'	\$87.78
	Digger Derrick 66' to 80'	\$89.88
	Line trk/Digger Derrick	\$51.42
	Line Trk Commander II	
	Line Trk/Digger Derrick 4x4	
	20' to 35' - Yard Machine Pin-On Bucket	
	36' to 43' - Yard Machine Pin-On Bucket	
	20' to 35' - Yard Machine Digger	
	36' to 43' - Yard Machine Digger	
	41' to 50' Digger Derrick	\$51.42
	51' to 60' Digger Derrick	\$51.42
	61'to 70' Digger Derrick	\$71.78
	71' to 80' Digger Derrick	\$71.78
	41' to 50' Flex Track Digger Derrick	
	51' to 60' Flex Track Digger Derrick	
	61' to 70' Flex Track Digger Derrick	
	71' to 80' Flex Track Digger Derrick	
	Hydro - Excavation Truck	\$179.58
	Track Machine/Digger < 51'	
	Track Machine/Digger 51' to 65'	
	Track Machine/Digger 66' to 80'	
	Pressure Digger Wheeled (Texoma 330)	\$117.33
Pressure Digger Wheeled (Texoma 650/Watson 1100)	\$99.76	
Pressure Digger Wheeled (Texoma 800)	\$154.33	
Pressure Digger Tracked (Texoma 330)		
Pressure Digger Tracked (Lodril EDT-7)		
Production Digger 60"x20'		
Production Digger 60"x28'		
<b>Cranes</b>	18-25 Ton Crane	\$78.38
	32-40 Ton Crane	\$86.86

	41-65 Ton Crane	\$114.85
	Mantis Crane 30T	
Lifts	Manlift Straight or Articulating 40' to 52'	\$50.25
	Manlift Straight or Articulating 53' to 66'	\$50.25
	Manlift Straight or Articulating 67' to 92'	\$74.46
	Manlift Straight or Articulating 93' to 131'	\$74.46
	Manlift Straight or Articulating 131' to 150'	\$74.46
	Manlift Scissor 32' and below	\$10.47
	Manlift Scissor 33' to 46'	\$10.47
Wire Handling/Pulling Equipment	Single Reel Trailer Small	\$6.56
	Single Reel Trailer Large	\$6.56
	3 or 4 Reel Trailer Small	\$10.15
	3 or 4 Reel Trailer Large	\$19.41
	20,000-30,000# Reel Stand	
	Single Drum Puller 4000#	\$56.97
	Single Drum Puller 10000#	
	Single Drum Puller 30000#	
	4 Drum Puller 2000#	\$62.12
	4 Drum Puller 3500# to 4000#	\$113.74
	4 Drum Rope Puller 3,000#	
	Tensioner 3000# 36"/38" Bullwheel	\$275.38
	Tensioner 5000# 52" Bullwheel	
	Tensioner 10000# 72" Bullwheel	
	2-Bundle Hydraulic Transmisson Tensioner	
	Spiders	
	Wire Pulling Accessories (hot arms, rollers, set of 6)	
	Wire Puller (Hardline)	
	Wire Tensioner Sgl Cond. 48" Bull Wheels	
	Wire Tensioner Sgl Cond. 60" Bull Wheels	
	Wire Tensioner Bundle Cond.	
	Towmotor	
Material Handling	Telehandler <10,000#	
	Telehandler 10,000# to 15,000#	
	Telehandler 20,000#	
	Backhoe	\$41.90
	Track Loader Bobcat 590 or Equivalent	
	Track Loader Bobcat 650 or Equivalent	
	Track Loader Bobcat 750 or Equivalent	
	Mini Excavator CAT 303/303.5 or Equivalent	\$33.75
	Mini Excavator CAT 304 or Equivalent	
	Mini Excavator CAT 305 or Equivalent	
	Mini Excavator CAT 308 or Equivalent	

	Excavator Komatsu PC138 or Equivalent	\$67.67
	Excavator Komatsu PC170 or Equivalent	\$95.67
	Excavator Komatsu PC228 or Equivalent	\$170.90
<b>Dirt/Construction Equipment</b>	D3/D4 Dozer or Equivalent	\$41.27
	D5 Dozer or Equivalent	\$56.26
	D6 Dozer or Equivalent	\$82.75
	D7 Dozer or Equivalent	\$101.89
	D8 Dozer or Equivalent	\$224.35
	Dump Bed Sgl. Axle 6-10 C.Y.	\$26.40
	Dump Bed Dbl Axle 6-10 C.Y.	\$48.53
	Flatbed 1-4T or 2 1/2T Crew Cab 4x4	\$26.40
	Wheel Loader 3.0 to 3.5 yard	
	Wheel Loader 4.0 yard	
	Compactor Roller	\$10.66
	Water Truck	
	Dump Trailer	
	Dump Truck 3 Yards	\$26.40
	Dump Truck Single Axle	\$26.40
	Dump Truck 5.0 cubic yards	
	S Yard Dumbo Truck	
	10 Yard Dump truck	
	Dump Truck 10.0 cubic yards	
	Flex Track With Dump Box	
	Flex Track ATV (T&E)	
	Track Dump Truck 14,000# and below	
	Track Dump Truck 14,001# to 22,000#	
	Track Dump Truck 22,001# to 33,100#	
	ATV ( All Terrain Vehicle - Ranger, Prowler, etc.)	\$15.13
	Welder/Mechanic's Truck	
	Trencher	
Trencher w/ Rock Wheel		
Water Truck - 4,000 Gallon		
<b>Misc. Equipment</b>	Pole Jack	\$13.82
	Concrete Breaker	
	Light Tower (used as Generator)	\$31.30
	Generator 15kW	\$28.43
	Air Compressor 185/210 CFM	\$25.63
	Air Compressor 375 CFM	\$39.33
	60-100 Ton Press	\$1.78
	DMC Press 45 Ton	
	DMC Press 65 Ton	
	Arrow Board	
	Portable Traffic Light System	

	30 Yard dumpster (PER EXCHANGE)	
	Port a John (MONTHLY RATE)	
	66 - 80 Ton Crane	
	80 - 120 Ton Crane	
	Vacuum Truck	
	Snow Plow Attachment	
	Storage container (MONTHLY RATE)	

**Personnel Rate Schedule**

Standard Time	Billing Rate
General Foreman	\$236.90
Foreman	\$223.05
Small Job Foreman	\$223.05
Lineman, Journeyman	\$204.61
Apprentice 7th period	\$186.14
Apprentice 6th period	\$176.93
Apprentice 5th period	\$167.70
Apprentice 4th period	\$158.47
Apprentice 3rd period	\$149.24
Apprentice 2nd period	\$140.01
Apprentice 1st period	\$130.79
Equipment Operator A	\$195.38
Equipment Operator B	\$186.14
Equipment Operator	\$167.70
Vac Tr/Dir. Boring	
Gr. Truck Driver (W)	\$149.24
Groundman Truck Driver	\$140.01
Groundman	\$121.56
Groundman - 1st Year	\$121.56
Flagman	
Line Equip. Mech/Welder	\$206.44
Eq. Serv/Mech Helper	

**EXHIBIT D**  
**SAMPLE WORK ORDER**

**CONTRACTOR AGREEMENT**  
**(ELECTRIC UTILITY STORM RESTORATION SERVICES)**  
**WORK ORDER NO. \_\_\_\_\_**

THIS WORK ORDER for Electric Utility Storm Restoration Services ("Work Order" hereafter) is made on the \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Michels Power, a Division of Michels Corporation**, a company authorized to do business in Florida ("Contractor" hereafter).

**1.0 Project Description:**

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Electric Utility Storm Restoration Services project generally described as:

\_\_\_\_\_ (the "Project"). The Project is more specifically described in the plans prepared by \_\_\_\_\_, dated \_\_\_\_\_, and which are incorporated herein by reference.

**2.0 Scope**

Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule and Liquidated Damages**

Substantial completion of all services and work under this Work Order shall be within \_\_\_\_\_ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within \_\_\_\_\_ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

**Liquidated Damages.** The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the

services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City \_\_\_\_\_ hundred dollars (\$ \_\_\_\_\_ .00) for each day that expires after the time specified in this Work Order.

**4.0 Compensation and Direct Purchases**

This Work Order is issued for a lump sum, not to exceed amount of \$\_\_\_\_\_ (\_\_\_\_\_). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**5.0 Project Manager**

The Project Manager for the Contractor is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_; and, the Project Manager for the City is \_\_\_\_\_, phone: \_\_\_\_\_; email: \_\_\_\_\_.

**6.0 Progress Meetings**

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

**7.0 Contractor's Representations**

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated

on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

**8.0 Warranty.** The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

**9.0 Authorization**

This Work Order is issued pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated [REDACTED], 2020 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Order** as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Michels Power, a Division of Michels Corporation**

By: \_\_\_\_\_(DO NOT SIGN – SAMPLE)

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who was physically present, as \_\_\_\_\_ (title), of **Michels Power, a Division of Michels Corporation**, a Company which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT E**

**CITY OF LAKE WORTH BEACH**

**PAYMENT AND PERFORMANCE BOND**  
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. \_\_\_\_\_

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

**CONTRACTOR:**

Name:

Principal Business Address:

Telephone Number:

**SURETY:**

Name:

Principal Business Address

Telephone Number:

**OWNER:**

City of Lake Worth Beach

7 North Dixie Highway

Lake Worth Beach, FL 33460

(561) 586-1600

**CONTRACT:**

Date:

Amount:

Description (Name and Location):

## **BOND**

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. \_\_\_\_\_ with the City for the project titled “\_\_\_\_\_” (the “Contract”), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the “Contract Documents”) is by reference made a part hereof for the purposes of explaining this bond.
2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
3. THE CONDITION OF THIS BOND is that if Principal:
  - a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and
  - b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

(Attach Power of Attorney)

\_\_\_\_\_  
Print Name

(Corporate Seal)

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinance No. 2020-07 – Second Reading - Amending the City's Code of Ordinances Chapter 23 Land Development Regulations

**SUMMARY:**

Ordinance No. 2020-07 provides for a series of amendments to Chapter 23 Land Development Regulations of the City's Code of Ordinances related to Article I - General Provisions, Division 2 - Definitions; Article II - Administration, Division 3, Permits; Article III - Zoning Districts, Division 3, Mixed Use Districts; Article IV - Development Standards, Off Street Parking and Medium and High Intensity Conditional Uses; and Article V - Supplemental Regulations, Nonconformities

**BACKGROUND AND JUSTIFICATION:**

Ordinance No. 2020-07 provides for a series of updates, clarifications, corrections and additions to the City's Land Development Regulations (LDRs). Back at its workshop on March 3, 2020, Staff presented a series of priorities for the LDRs to the Commission. The changes provided here are of the highest priority and include the following:

1. Updated, eliminated and clarified definitions
2. Clarification of language in the Mixed-Use West zoning district Planned Development District
3. Revamped and modernized off street parking section including provision for electrical vehicle charging infrastructure and greater flexibility in off street parking requirements
4. Expansion and clarification of performance standards for Administrative Uses and Conditional Uses including a new section for Single Destination Retail Uses as well as Stand Alone Retail and Stand Alone Commercial Uses
5. Clarification of conflict in the Nonconformities section

At its meetings in May, both the Planning & Zoning Board and Historic Resources Preservation Board discussed the amendments and both recommended unanimously for the City Commission to approve the proposed amendments.

At its meeting of June 2, 2020, the City Commission voted unanimously to approve the proposed LDR amendments and to schedule the public hearing and second reading for June 16, 2020.

**MOTION:**

Move to approve/disapprove Ordinance No. 2020-07 – Amending the City’s Code of Ordinances Chapter 23 Land Development Regulations

**ATTACHMENT(S):**

Ordinance No. 2020-07  
PZB/HRPB Staff Report  
Presentation

1  
2  
3  
4       **ORDINANCE 2020-07 - AN ORDINANCE OF THE CITY OF LAKE**  
5       **WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND**  
6       **DEVELOPMENT REGULATIONS, BY AMENDING ARTICLE 1**  
7       **“GENERAL PROVISIONS,” DIVISION 2, “DEFINITIONS,” SECTION**  
8       **23.1-12 - DEFINITIONS; ARTICLE 2, “SITE DESIGN QUALITATIVE**  
9       **STANDARDS” - SECTION 23.2-31. - SITE DESIGN QUALITATIVE**  
10       **STANDARDS; ARTICLE 3 “ZONING DISTRICTS” DIVISION 3, “MIXED**  
11       **USE DISTRICTS,” SECTION 23.3-18 - MU-W MIXED USE WEST;**  
12       **ARTICLE 3 “ZONING DISTRICTS”, DIVISION 6, “PLANNED**  
13       **DEVELOPMENT”, SECTION 23.3-25 - PLANNED DEVELOPMENT**  
14       **DISTRICT; ARTICLE 4 “DEVELOPMENT STANDARDS, SECTION 23.4-**  
15       **10 - OFF STREET PARKING; AND SECTION 23.4-13 -**  
16       **ADMINISTRATIVE USES AND CONDITIONAL USES; AND ARTICLE 5**  
17       **“SUPPLEMENTAL REGULATIONS”, DIVISION 3,**  
18       **“NONCONFORMITIES”, SECTION 23.5-3 – NON-CONFORMITIES OF**  
19       **THE CITY’S CODE OF ORDINANCES; AND PROVIDING FOR**  
20       **SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT,**  
21       **CODIFICATION, AND AN EFFECTIVE DATE.**

22  
23       **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State  
24 of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the  
25 “City”), a municipal corporation, enjoys all governmental, corporate, and proprietary  
26 powers necessary to conduct municipal government, perform municipal functions, and  
27 render municipal services, and may exercise any power for municipal purposes, except  
28 as expressly prohibited by law; and

29  
30       **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing  
31 body of each municipality in the state has the power to enact legislation concerning any  
32 subject matter upon which the state legislature may act, except when expressly prohibited  
33 by law; and

34  
35       **WHEREAS**, the City wishes to amend the Definitions section of its code to address  
36 inconsistencies and conflicts; and

37  
38       **WHEREAS**, the City wishes to amend the Site Design Qualitative Standards for  
39 Vehicular fueling/charging section to address emerging technology and fueling options;  
40 and

41  
42       **WHEREAS**, the City wishes to amend the Mixed Use West (MU-W) section to  
43 provide clarity and address a conflict; and

44  
45       **WHEREAS**, the City wishes to amend the Planned Development District (PDD)  
46 section to provide clarity and consistency; and

47  
48       **WHEREAS**, the City wishes to amend the Medium and High Intensity Conditional  
49 Uses to provide clarity and consistency; and

51           **WHEREAS**, the City wishes to amend the Off Street Parking section of the code  
52 to address alternative parking options and changes in demand;

53  
54           **WHEREAS**, the City wishes to amend the Nonconformities section of the code to  
55 address non-conforming buildings and structures; and

56  
57           **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning  
58 agency, considered the proposed amendments at a duly advertised public hearing; and

59  
60           **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local  
61 planning agency, considered the proposed amendments at a duly advertised public  
62 hearing; and

63  
64           **WHEREAS**, the City Commission has reviewed the proposed amendments and  
65 has determined that it is in the best interest of the public health, safety, and general  
66 welfare of the City to adopt this ordinance.

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68           **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**  
69 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

70  
71           **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as  
72 being true and correct and are made a specific part of this Ordinance as if set forth herein.

73  
74           **Section 2:** Chapter 23 “Land Development Regulations,” Article 1, “General  
75 Provisions,” Division 2, “Definitions”, Sec. 23.1-12. – Definitions of the City’s Code of  
76 Ordinances, is hereby amended by adding the words shown in underlined type and  
77 deleting the words struck through as indicated in **Exhibit A**.

78  
79           **Section 3:** Chapter 23 “Site Design Qualitative Standards”, Article 2,  
80 “Administration,” Division 3 “Permits,” Sec. 23.2-31 is hereby amended by adding the  
81 words shown in underlined type and deleting the words struck through as indicated in  
82 **Exhibit B**.

83  
84           **Section 4:** Chapter 23 “Land Development Regulations,” Article 3, “Zoning  
85 Districts,” Division 3, “Mixed Use Districts”, Sec. 23.2-18. – MU-W – Mixed Use West; and  
86 Article 3, “Zoning Districts,” Division 6, “Planned Development,” Sec. 23.2-33. –PDD-  
87 Planned Development District - of the City’s Code of Ordinances, are hereby amended  
88 by adding the words shown in underlined type and deleting the words struck through as  
89 indicated in **Exhibit C**.

90  
91           **Section 5:** Chapter 23 “Land Development Regulations,” Article 4,  
92 “Development Standards” Sec. 23.4-13. – Administrative Uses and Medium and High  
93 Intensity Conditional Uses; and Article 4, “Development Standards” Sec. 23.4-10 – Off  
94 Street Parking, are hereby amended by adding the words shown in underlined type and  
95 deleting the words struck through as indicated in **Exhibit D**.

96  
97           **Section 6:** Chapter 23 “Land Development Regulations,” Article 5,  
98 “Supplemental Regulations,” Division 3 “Nonconformities,” Sec. 23.5-3 –

99 Nonconformities, is hereby amended by adding the words shown in underlined type and  
100 deleting the words struck through as indicated in **Exhibit E**.

101  
102 **Section 5.** Severability. If any section, subsection, sentence, clause, phrase or  
103 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of  
104 competent jurisdiction, such portion shall be deemed a separate, distinct, and  
105 independent provision, and such holding shall not affect the validity of the remaining  
106 portions thereof.

107  
108 **Section 6.** Repeal of Laws in Conflict. All ordinances or parts of ordinances in  
109 conflict herewith are hereby repealed to the extent of such conflict.

110  
111 **Section 7.** Codification. The sections of the ordinance may be made a part of  
112 the City Code of Laws and ordinances and may be re-numbered or re-lettered to  
113 accomplish such, and the word "ordinance" may be changed to "section", "division", or  
114 any other appropriate word.

115  
116 **Section 8.** Effective Date. This ordinance shall become effective 10 days after  
117 passage.

118  
119 The passage of this ordinance on first reading was moved by Vice Mayor Amoroso,  
120 seconded by Commissioner Maxwell, and upon being put to a vote, the vote was as  
121 follows:

122  
123 Mayor Pam Triolo AYE  
124 Vice Mayor Andy Amoroso AYE  
125 Commissioner Scott Maxwell AYE  
126 Commissioner Omari Hardy AYE  
127 Commissioner Herman Robinson AYE

128  
129 The Mayor thereupon declared this ordinance duly passed on first reading on the  
130 2<sup>nd</sup> day of June, 2020.

131  
132  
133 The passage of this ordinance on second reading was moved by  
134 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote,  
135 the vote was as follows:

136  
137 Mayor Pam Triolo  
138 Vice Mayor Andy Amoroso  
139 Commissioner Scott Maxwell  
140 Commissioner Omari Hardy  
141 Commissioner Herman Robinson

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143  
144 The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of  
145 \_\_\_\_\_, 2020.

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LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Andrea, CMC, CMC, City Clerk

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EXHIBIT A

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 1 "GENERAL PROVISIONS"

\*\*\*

Article 1, "General Provisions," Division 2, "Definitions"

**Sec. 23.1-12. - Definitions.**

*Building height:* The vertical distance measured from the minimum required floor or base flood elevation or of twelve (12) inches above the crown of the road, whichever is greater ~~less~~, to (a) the highest point of a flat roof; (b) the deck line of mansard roof, (c) the average height between eaves and ridge for gable, hip, and gambrel roofs, ~~or~~ (d) the average height between high and low points for a shed roof or (e) the average height of a parapet. The measurement of height shall not include decorative architectural elements, chimneys, mechanical equipment, church steeples, stair and/or elevator overruns and architecturally integrated signage, which may extend an additional ten (10) feet but cannot cover cumulatively more than ten (10) percent of the roof surface. In no instance shall any part of a building exceed the overall height as described in the City's Charter provisions Sec. 11 – Building height limitation.

*Parapet:* That portion of a façade which extends above the roof line. A parapet may include a balustrade or protective railing up to 42 inches above the roof line ~~maximum building height~~, subject to City Charter limitations.

~~*Convenience store accessory to gasoline sales:* An establishment not exceeding two hundred fifty (250) square feet and incidental to the sale of gasoline as a principal use.~~

*Stand alone retail:* A single retail use occurring in a singular structure. See "single-destination retail uses."

*Vehicle fueling/charging service station:* A vehicle fueling/charging service station is an establishment whose principal business is the retail dispensing of automobile fuels and energy for vehicles, but whose business may also include the selling and installation of oil, grease, batteries, tires and other vehicle accessories. The following services may be rendered and sales made, and no other:

- (1) Fuel, energy, oil and grease sales;
- (2) Sales and servicing related to spark plugs, batteries, distributors and distributor parts;
- (3) Tire sales;
- (4) Tire servicing and repair, but not recapping or regrooving;

- 205 (5) Replacement of water hoses, fan belts, brake fluid, light bulbs, fuses, floor  
206 mats, wiper blades, grease retainers, wheel bearings, mufflers, shock  
207 absorbers, mirrors and the like;
- 208 (6) Provision of water and supplements for radiator fluids, and the like;
- 209 (7) Washing and polishing, limited to facilities for washing one (1) vehicle car  
210 at a time, and sale of vehicle automotive washing and polishing materials,  
211 but not the operation of vehicle automobile washing establishments;
- 212 (8) Providing and preparing fuel pumps and lines;
- 213 (9) Minor servicing and repair of carburetors;
- 214 (10) Minor servicing of air conditioners;
- 215 (11) Vehicular Automotive wiring repairs;
- 216 (12) Brake repair;
- 217 (13) Motor repairs not involved in removal of the motor from the vehicle head or  
218 crankcase;
- 219 (14) Greasing and lubrication;
- 220 (15) Provision of air for tires;
- 221 (16) Sales of cold drinks, candies, tobacco products and similar goods for  
222 service station customers, but only as accessory and incidental to the  
223 principal business operation;
- 224 (17) Provision of road maps and other informational material for customers;
- 225 (18) Provision of restroom facilities.

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EXHIBIT B

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 2 "ADMINISTRATION"

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*Article 2, "Administration," Division 3 "PERMITS"*

**Sec. 23.2-31. - Site design qualitative standards.**

~~e) Gasoline stations. Gasoline stations must follow all criteria set forth in this section, including the following additional criteria:~~

- ~~1. Symbolic colors of the exterior façades or roofs may not be used unless they are harmonious with the atmosphere in the neighborhood and the city as well as appropriate to the architectural style of the proposed building(s).~~
- ~~2. Exterior display of goods for sale or those designating a service will not be allowed. However, gasoline station displays of goods and tools or services may be displayed on the pump island, provided that the island is not considered by the board to be enlarged to take advantage of this provision, and provided that the goods and tools are such that they can be used or installed at the island. For example, an oil rack is acceptable but a tire display is not.~~
- ~~3. Areas used to store materials such as mufflers, tires, packing crates or cases, refuse and garbage shall be screened from adjacent property and from the public view.~~

EXHIBIT C

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 3 "ZONING DISTRICTS"

\*\*\*

Article 3, "Zoning Districts," Division 3, MIXED USE DISTRICTS

**Sec. 23.3-18. – MU-W – Mixed use west.**

de) *Development regulations for uses permitted by right.*

5. *Maximum impermeable surface.* The maximum impermeable surface shall be:

A. Sixty-five (65) percent for lots up to four thousand nine hundred ninety-nine (4,999) square feet;

B. Sixty-five (65) percent for lots between five thousand (5,000) square feet and seven thousand four hundred ninety-nine (7,499) square feet; and

C. Sixty-five (65) percent for lots seven thousand five hundred (7,500) square feet and greater.

Article 3, "Zoning Districts," Division 6, Planned Development

**Sec. 23.3-25. – Planned Development District.**

e) *Mixed use urban planned development.*

1. Location. Urban planned developments may be located in any mixed use district east of Interstate 95, such as Mixed Use - East, Mixed Use - West, Mixed Use - Dixie Highway, Mixed Use - Federal Highway, Transit Oriented Development - East, Transit Oriented Development – West and Downtown with the exception of the neighborhood commercial district. Industrial planned developments are not allowed as a mixed use urban planned development.

f) *Amendments to approved planned development master plans.* Minor amendments to existing planned development master plans may be approved by the development review official ~~planning and preservation manager~~.

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EXHIBIT D

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 "DEVELOPMENT STANDARDS"

Article 4, "Development Standards"

**Sec. 23.4-10. - Off-street parking.**

a) *General provisions.* The following standards shall apply to all parking spaces required for new buildings, new uses, additions, enlargements, or changes:

1. Except as otherwise provided in this section, no building shall be erected or moved into a district nor shall any building be enlarged by more than twenty-five (25) percent or increased in capacity by adding dwelling units, guest rooms, floor area or seats, unless there be provided on the building site, off-street parking facilities for the entire building as set forth in this section. A certificate of occupancy for the given structure or premises shall be prohibited until the required parking area has been improved, inspected and approved.
2. Fractional measurements. When units or measurements determining the number of required off-street parking spaces result in the requirement of a fractional space, any such fraction of one-fourth (¼) or greater shall require a full space.
3. Parking prohibited. Parking is prohibited on lawns or landscaping areas in all zoning districts. Parking shall be confined to designated marked parking spaces in all districts except SF-R7 and SF TF-14 districts. In SF- R7 and SF TF-14 districts, parking is limited to driveways, carports, garages or marked parking spaces. ~~No vehicle in excess of three-quarter ton shall be parked in any residential district except when used for temporary construction or service purposes.~~
4. Parking for the disabled. Required parking shall include parking spaces for disabled persons in accordance with the requirements of F.S. § 553.501 et seq., the "Florida Americans With Disabilities Accessibility Implementation Act" ("Florida ADAIA") and the Americans with Disabilities Act Accessibility Guidelines, as adopted by reference in 28 C.F.R., Part 36, Subparts A and D, and Title II of Pub. L. No. 101-336, which are also incorporated by reference into the Florida ADAIA.
5. Uses not specifically mentioned. For any use not specifically mentioned in this section, the development review official zoning administrator shall identify a similar use that is specifically listed and apply the required parking standards accordingly.
6. Joint use of off-street parking facilities. Nothing in this section shall be construed to prevent collective provision for, or joint use of, off-street parking facilities for two (2) or more buildings or uses by two (2) or more owners or operators, provided that the total of such spaces, when combined or used together, shall not be less than the sum of the requirements of the several individual uses computed separately in accordance with this section. Such facilities shall be permanently maintained for such joint use, and shall not be discounted in whole or in part unless other suitable facilities conforming with this section are provided.

342 b) *Location.*

343 1. Unless otherwise specified herein, parking spaces for all residential uses shall be  
344 located on the same lot with the main building to be served. Such parking space  
345 may consist of a carport, garage or parking area as defined in this section. Parking  
346 beneath a building is expressly allowed and such space shall not be included as a  
347 "story" of the building.

348 A. Parking off of an alley.

349 1) Parking provided off of an alley shall maintain a twenty-foot back-out, which  
350 includes the width of the alley.

351 2) If a building is located between a ROW and a vehicular area, foundation  
352 plantings shall be provided.

353 2. Parking spaces for all other single uses, in all districts except ~~all commercial and~~  
354 ~~the Industrial Park of Commerce – I-POC~~ uses, shall be provided on the same lot  
355 or in conformance with the requirements for transitional parking lots (section 23.4-  
356 13).

357 3. Parking spaces for those properties in ~~all commercial and~~ mixed use districts with  
358 a mix of uses are allowed to provide required parking at an off-site location  
359 anywhere within four hundred (400) feet of the proposed use. Parking spaces for  
360 those properties in ~~all~~ industrial use districts are allowed to provide required  
361 parking at an off-site location anywhere within five hundred (500) feet of the  
362 proposed use. In each case, such parking lots shall be tied to the mixed use or  
363 ~~commercial or~~ industrial site by unity of title. Properties with the single use of  
364 residential must provide on-site parking.

365 c) *Access.*

366 1. All parking spaces shall have unobstructed on-site access to a paved public right-  
367 of-way.

368 2. All properties using State Roads 802, 805 and 5; and 6th Avenue South, 10th  
369 Avenue North, Worthmore Drive and Lake Osborne Drive as access to their on-  
370 site parking shall provide maneuvering space to permit vehicles to enter and leave  
371 the parking area in a forward motion.

372 3. No building permit shall be issued by the city for any on-site improvements where  
373 the building plans submitted show that the access to any on-site parking space  
374 requires the use of unimproved public right-of-way, unless and until:

375 A. The owner enters into an agreement with the city agreeing to the paving, at  
376 said owner's expense, of the unimproved right-of-way from paved street to  
377 street, and such owner posts a cash bond with the city in an amount determined  
378 by the city engineer to be sufficient to cover the actual costs of improvements,  
379 including engineering fees, with said engineering fees refundable upon the  
380 city's acceptance of the improvements; or

381 B. A petition, signed by a majority of the property owners abutting the unimproved  
382 public right-of-way and requesting the paving of the unimproved public right-of-  
383 way with the costs thereof to be assessed against the benefited properties, is

384 presented to the city commission; a public hearing is held therefore; and, a  
 385 contract is let for said project.

386 C. No certificate of occupancy shall be issued in either case until said  
 387 improvements are completed and accepted for perpetual maintenance by the  
 388 City of Lake Worth.

389 4. Single-family buildings, duplexes, multiple-family buildings of four (4) units or fewer  
 390 and commercial businesses not exceeding one thousand (1,000) feet of gross floor  
 391 area shall be exempt from the provisions of this section.

392 d) *Material.* Each parking space shall be surfaced with a hard impermeable dustless  
 393 material, either solid in area or in individual concrete strips or other approved  
 394 materials, in accordance with City of Lake Worth standards. Required off-street  
 395 parking for single family and two family dwelling units may utilize permeable materials,  
 396 such as permeable pavers, gravel, stone, shell rock, and turf block, in lieu of  
 397 impermeable material as long as it meets the following criteria:

398 1. Appropriate stabilization must be established to keep permeable materials out of  
 399 the ROW and storm water systems;

400 e) *Drainage.* All off-street parking facilities shall be drained so as not to cause any  
 401 nuisance to adjacent private or public property.

402 f) *Minimum parking space requirements by use category.* See table below:

Principal Use	Minimum Number of Spaces	Additional Requirements
<i>Residential:</i>		
Single-family dwelling	2 spaces	1 space for 25' lots
Two-family dwelling	2 spaces per unit	1 space per unit for 25' lots
Accessory dwelling unit	1 space in addition to that required for the primary dwelling	
Mobile homes	2 spaces per mobile home	
Multi-family dwelling	1 space per bedroom with a max. of 2 spaces per unit; additional 0.5 guest space per efficiency and 1-bedroom unit; no additional guest spaces required for units containing 2 or more bedrooms	1 additional space if rental/sales office on-site. On-street parking may be counted towards required parking.
<i>Lodging, retirement homes, overnight medical facilities:</i>		

Hotels/motels	1 space per sleeping room; 2 additional spaces for office	Additional 50% of required parking to accommodate any accessory uses, such as restaurants, bars, conference centers, etc.
Bed and breakfast inns	1 space per sleeping room, plus 1 space for manager, owner or operator, plus 1 space for each employee	Available on-street parking spaces along the legal lot frontage of the property shall be the only credit to the required parking
Boarding houses, rooming houses, dormitories	1 space per sleeping room, plus 1 space for manager, owner or operator, plus 1 space for each employee	
Nursing Homes	1 space per 2 patient beds	1 space per 2 employees for on-site care providers
Hospitals	1.5 spaces per patient bed	
<i>Industrial, service facilities:</i>		
Vehicle service facilities	2 spaces per service bay plus 1 space per 200 square feet of non-service floor area	
Motor vehicle sales and service	1 space per 100 square feet of showroom floor area; 1 space per service bay	
Vehicle filling and service stations	Service stations: Min. 6 spaces, plus 1 additional space per service bay.	
	Filling stations: Min. 6 spaces.	
Industrial or manufacturing	1 space per 1000 square feet gross floor area or 1 space per employee, whichever is greater	
Mini-warehouses	1 space per 2,500 square feet rentable area, plus 1 space for non-resident manager or 2 spaces for on-site resident manager	

Warehouse or wholesale distribution	1 space per 500 square feet gross floor area	
Bus station	1 space per 300 square feet gross office and waiting area	
<i>Office, professional facilities:</i>		
Banks	1 space per 300 square feet gross floor area	
Business, professional, government, similar offices	1 space per 300 square feet gross floor area, but no less than 0.8 space per employee	
Medical clinics, dentist, doctor, similar offices	6 spaces for each doctor/dentist, plus 1 space per employee	
<i>Commercial, personal services:</i>		
Beauty, barber shops, similar personal services	1 space per 200 square feet gross floor area or 2 spaces for each beauty or barber chair, whichever is greater	
Convenience store	1 space per 100 square feet gross floor area	
Day care facilities	2 spaces or 1 space per employee, whichever is greater; plus 1 space for each 10 children	
General retail store	1 space per 200 square feet gross floor area	
Laundromats and self-service dry cleaning establishments	1 space for each 2 washing or dry cleaning machines	
Mortuaries	1 space per 50 square feet floor area used for services	
New vehicle sales and service	3 spaces per service bay; plus 1 space per 300 square feet non-service floor area or 1 space per	

	<del>employee, whichever is greater</del>	
<del>Shopping centers, supermarkets</del>	<del>1 space per 250 square feet gross leasable area</del>	
<del>Showroom-type establishments over 10,000 square feet, including furniture, appliance and household equipment, similar uses</del>	<del>1 space per 700 square feet gross floor area</del>	
<i>Restaurants, bars, nightclubs:</i>		
<del>Drive-in or drive-through restaurants</del>	<del>Drive-in: 1 space per 50 square feet gross floor area;</del>	
	<del>Drive-through: 1 space per 75 square feet gross floor area</del>	
<del>Drive-in or drive-through restaurants</del>	<del>Drive-in: 1 space per 50 square feet gross floor area;</del>	
	<del>Drive-through: 1 space per 75 square feet gross floor area</del>	
<del>Restaurants, bars, nightclubs, similar establishments</del>	<del>1 space per 75 square feet seating or service area</del>	
<i>Recreational facilities:</i>		
<del>Bowling alleys</del>	<del>2 spaces per bowling lane</del>	<del>Additional 50% of required parking to accommodate any accessory uses, such as restaurant or bar</del>
<del>Stadiums, sports arenas</del>	<del>1 space per 3 seats</del>	
<del>Theatres, auditoriums having fixed seating</del>	<del>1 space per 3 seats</del>	
<i>Schools, places of worship and assembly:</i>		

Places of assembly, including private clubs, lodges and fraternal buildings, assembly halls, exhibition halls, convention centers, community centers, libraries, museums, dance halls, skating rinks, similar uses	1 space for each 4 seats provided for patron use or 1 space per 75 square feet gross floor area occupied by customers, patrons or members, whichever is greater	
Places of worship	1 space for each 5 fixed seats	For those using a multipurpose assembly area without fixed seats, 1 space per 75 square feet assembly area
Schools (public, private and parochial)		
Elementary schools:	1 space per classroom, plus 1 space for each non-instructional employee, plus 1 space per 100 square feet floor area used for assembly	
Junior High or middle schools:	1 space per classroom, plus 1 space for each non-instructional employee, plus 1 space per 100 square feet floor area used for assembly, plus 1 space for each 25 students	
Senior High schools:	6 spaces per classroom	If a sports stadium is included on-site, each 24 lineal inches of bleacher/bench seating shall be counted as 1 seat for the purpose of computing off-street parking. See "stadium/sports arenas" above.
Schools, other:	1 space per 75 square feet gross floor area to be occupied by students	

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404 g) ~~Core area parking requirements.~~

- 405 1. ~~The core area shall mean the central most properties of the downtown, more~~  
 406 ~~particularly described as: Those properties which are bounded on the west by "A"~~  
 407 ~~Street and on the east by Golfview Road, and on the north by 2nd Avenue North,~~  
 408 ~~and on the south by 1st Avenue South.~~
- 409 2. ~~Minimum access, markings, materials and drainage shall be as provided in this~~  
 410 ~~section. Minimum parking space size and aisle width is as follows:~~

Angle of Parking	Stall Width	Stall Depth	Aisle Width
0 degrees parallel	9'	22'	10' one-way 20' two-way
+/- 45 degrees	9'	18'	10' one-way 20' two-way
90 degrees	9'	18'	10' one-way 20' two-way

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412 13. Minimum off-street parking space requirements are as follows:

413 A. Residential uses:

- 414 Single-family detached on lot less than fifty (50) ft wide - 1 space per unit.  
 415 Single-family detached on lot greater than fifty (50) ft wide - 2 spaces per unit.  
 416 Single-family attached less than 3 units – 1.5 spaces per unit.  
 417 Single-family attached 3 or more units – 1.25 spaces per unit.  
 418 Multi-family (efficiency) - 1.25 spaces per unit.  
 419 Multi-family (1 bedroom) - 1.5 spaces per unit.  
 420 Multi-family (2 bedroom) - 1.75 spaces per unit.  
 421 Multi-family (> 2 bedroom) - 2 parking spaces.

422

423 B. Nonresidential uses:

- 424 ~~Professional Office—1 space per four hundred (400) gross net square feet of~~  
 425 ~~space.~~  
 426 Retail—1 space per five hundred (500) gross net square feet of space.  
 427 Restaurant—1 space per ~~two one~~ hundred fifty (2150) gross net square feet of  
 428 dining space (including kitchen and seating areas).  
 429 Lodging Hotel—0.75 spaces per unit.  
 430 Commercial / Single Destination Retail / Stand Alone Retail-1 space per two  
 431 hundred fifty (250) gross square feet of space.  
 432 Personal Services / Medical Related Office-1 space per two hundred fifty (250)  
 433 gross square feet of space.  
 434 Vehicular-1 space per one hundred fifty (150) gross square feet of space.  
 435 Industrial-1 space per one thousand (1,000) gross square feet of space.  
 436 Institutional-1 space per two hundred (200) gross square feet of space.  
 437 Assembly-1 space per seventy five (75) gross square feet of space  
 438 ~~Uses not specifically mentioned— for any use not specifically mentioned in this~~  
 439 ~~section, the requirements for off-street parking which is so mentioned and to~~  
 440 ~~which the said use is similar shall apply. Properties with multiple uses shall~~

441 calculate the aggregate total of parking required for each use category prior to  
 442 taking a twenty five (25) percent deduction. Uses that generate a high parking  
 443 demand of greater than 6 spaces per 1,000 sf\*, but do not exceed the 50  
 444 person threshold to qualify as assembly per the latest version of the Florida  
 445 Building Code shall be required to provide 50% more parking than other uses  
 446 in the same use category. (\*Institute of Transportation Engineers (ITE) Peak Parking Generation Rate,  
 447 3<sup>rd</sup> Edition or later)  
 448

449 **24. Exceptions. Parking is not required for:**

- 450 A. Changes in use or occupancy or remodeling of existing buildings which do not  
 451 increase floor area or number of overall existing dwelling units, located outside  
 452 of the single-family residential SF-R zoning district.
- 453 B. Changes in use, remodeling, of existing buildings as designated as a  
 454 contributing structure in one (1) of the city's historic districts (as determined by  
 455 section 23.5-4.).
- 456 C. A bed and breakfast use proposed in a building designated as a contributing  
 457 structure in a city historic district (as determined by section 23.5-4) is excluded  
 458 from these off-street parking exceptions unless the bed and breakfast is to be  
 459 established in a single family residence whereby parking shall be provided in  
 460 accordance with these LDRs.

461 **35. Fee-in-lieu of parking.** All uses which do not provide the required number of off-  
 462 street parking spaces shall pay a fee-in-lieu of parking to the city. The fee shall be  
 463 held in the community benefits fund to be allocated toward projects identified and  
 464 approved by the commission as part of the Community Benefits Program.

- 465 A. Payments-in lieu. For any uses that elect to not provide any or all of the required  
 466 number of off-street parking spaces described in this section, the owner or  
 467 developer must make a payment to the city in the amount of fifteen thousand  
 468 dollars (\$15,000) ~~seven thousand five hundred dollars (\$7,500.00)~~ per space  
 469 not provided.
- 470 B. Any changes in use, remodeling, building expansion or new construction that  
 471 have the net effect of increasing parking demand by more than twenty-five (25)  
 472 ~~ten (10)~~ percent as calculated by the required parking in this section, must  
 473 provide parking as required by this section unless a payment-in-lieu of parking  
 474 is made to the city in the amount of fifteen thousand dollars (\$15,000)~~seven~~  
 475 ~~thousand five hundred dollars (\$7,500.00)~~ per space not provided.

476 g) Electric Vehicle Charging Infrastructure. It is the purpose of the electric vehicle  
 477 charging infrastructure to provide the availability of electric vehicle charging stations  
 478 to residents and visitors of the city.

479 1. All new commercial or mixed-use developments with at least 25 parking spaces, or  
 480 existing commercial or mixed-use developments with at least 25 parking spaces  
 481 that enter into either the site plan or site plan amendment process are subject to  
 482 the following:

- 483 A. 4% of the total minimum required off-street parking spaces shall be designated  
 484 and outfitted as electric vehicle charging spaces. Each required space at a  
 485 minimum shall include the following:

486 1) A maintained and operational 240-volt “Level 2” charging station, with a  
487 cable retraction device and/or place to hang permanent cords and  
488 connectors sufficiently above the ground, and mounted at a height which  
489 places the connector a minimum of 36 inches and a maximum of 48 inches  
490 above the ground,

491 2) Wheel stops or concrete filled steel bollards to protect the aforementioned  
492 charging station,

493 3) Signage allowing only electric vehicles to park in such space and indicating  
494 that it is only for electric vehicle charging purposes,

495 4) The ability for all visitors to the site to access and use such space,

496 B. All spaces with Electric Vehicle Charging Infrastructure shall be located in close  
497 proximity to the building or facility entrance,

498 2. Any development that proposes more than 20% of its required off-street parking to  
499 be outfitted as electric vehicle charging spaces, or operates any amount of  
500 charging stations as a primary use as determined by the Development Review  
501 Official, shall be classified as containing an “Vehicle Fueling/Charging Service  
502 Station” use as defined in Section 23.1-12 and is subject to the appropriate use  
503 approval process prior to the operation of such charging stations per Section 23.3-  
504 6.

505 3. Charging stations in SFR, SF/TF-14, MH-7, MF-20, MF-30, or MF-40 zoning  
506 districts shall be for the exclusive use of the development’s residents and guests  
507 that are visiting the development’s residents, and shall not be made available to  
508 the general public.

509  
510 h) *Shared parking for mixed-use zoning.* It is the purpose of the shared parking  
511 subsection to provide flexible parking provisions for the city in the appropriate mixed-  
512 use zoning districts where mixed-use developments occur. Mixed-use developments  
513 typically do not experience peak parking demands at the same time so reduced  
514 parking may be provided in these instances.

515 1. Shared parking levels for mixed-use development. When any land or building is  
516 used for two (2) or more uses, the total requirement for off-street parking shall be  
517 the sum of the requirements of the various uses computed separately, minus  
518 twenty-five (25) percent of the total required. However, in no case, shall less than  
519 0.8 of a space be provided for each employee and 1.0 space be provided for each  
520 dwelling unit.

521 2. Credit for onsite transit facilities in TOD districts. In the event onsite transit facilities  
522 are provided within two thousand (2,000) feet of a building, the parking required  
523 for that building shall be reduced by twenty-five (25) percent.

524 i) *Change of use or occupancy.* Where the use of a given structure is changed, off-street  
525 parking facilities must be provided for the new use according to the requirements set  
526 forth in this section 23.4-10.

527 1. If a portion or all of a structure or property is changed in use which requires to  
528 require a greater number of off-street parking spaces, then additional parking shall

529 be documented ~~provided~~ for the new use in accordance with section 23.4-10 and  
 530 any parking non-conformity recorded.

531 2. Any expansion, alteration, or improvement which increases the gross square  
 532 footage or area of an existing structure by more than twenty five (25) percent shall  
 533 be accompanied by any corresponding increase in the number of parking or  
 534 loading spaces necessary for the expansion to conform to the requirements of  
 535 section 23.4-10.

536 ~~3. Changes in the use or occupancy of existing buildings located in the DT, MU-FH,  
 537 MU-DH, MU-E, TOD-E and AI zoning districts or that have been designated as a  
 538 contributing structure in one (1) of Lake Worth's historic districts (as determined by  
 539 section 23.5-4) shall follow the requirements set forth in section 23.4-10 g), Core  
 540 Area Parking Requirements.~~

541 j) *Minimum parking dimensions.*

542 1. The standard parking space is nine (9) feet in width and eighteen (18) feet in length  
 543 in a perpendicular and/or angled configuration. Parallel parking spaces shall be  
 544 nine (9) feet in width and twenty-two (22) feet in length.

545 2. Parking lot designs:

546 a. Parking space dimensions for other types of spaces are:

547 i. Compact Car Spaces at eight (8) feet x sixteen (16) feet.

548 ii. Handicapped Spaces at twelve (12) feet x eighteen (18) feet.

549 b. Drive aisle widths shall be a minimum of twelve (12) feet for any one-way isle  
 550 and twenty (20) feet for all other isles.

551 c. For landscaping requirements in regard to parking and other vehicular use  
 552 areas, see section 23.6-1(f)(3).

553 d. For lighting requirements, see section 23.4-3.

554 e. Up to a maximum of twenty five (25) ~~ten (10)~~ percent of total required spaces  
 555 may be compact cars. All compact spaces must be clearly identified.

556 f. Alternative parking lot designs which incorporate one-way aisles, two-way  
 557 aisles, and diagonal parking may be used in lieu of the standard (perpendicular,  
 558 two-way aisle) parking lot design.

<u>Angle of Parking</u>	<u>Stall Width</u>	<u>Stall Depth</u>	<u>Aisle Width</u>
<u>0 degrees-parallel</u>	<u>9'</u>	<u>22'</u>	<u>10' one-way</u> <u>20' two-way</u>
<u>+/- 45 degrees</u>	<u>9'</u>	<u>18'</u>	<u>10' one-way</u> <u>20' two-way</u>
<u>90 degrees</u>	<u>9'</u>	<u>18'</u>	<u>10' one-way</u> <u>20' two-way</u>

559  
 560 k) *On-street parking.*

- 561 1. *Applicability.* The minimum number of required off-street parking spaces for a use  
562 or project may be satisfied, in part, by the use of on-street parking spaces located  
563 within the public right-of-way abutting that same lot or parcel.
- 564 2. *Conditions.* The provision for on-street parking spaces to be used to meet the  
565 minimum number of required off-street parking spaces shall be subject to the  
566 following conditions:
- 567 a. The on-street parking provision is applicable to all existing or proposed  
568 development located within all ~~commercial and mixed use~~ and multi-family  
569 zoning districts ~~and for all multi-family developments~~;
- 570 b. Only the on-street parking spaces located within the public right-of-way that  
571 abut the frontage of a use or project may be used to count toward meeting the  
572 minimum number of required off-street parking spaces. The on-street parking  
573 spaces must be located on the same side of the street as the subject use or  
574 project;
- 575 c. The design of the on-street parking spaces must be approved by the city public  
576 services department in order to satisfy parking demand according to subsection  
577 B.1. herein; and
- 578 d. On-street parking spaces utilized under this provision shall not be reserved,  
579 temporarily or permanently, for any given use.
- 580 e. No more than fifty (50) percent of the required off-street parking requirement  
581 may be met with on-street parking.

582 l) Parking Alternates.

- 583 1. For the purposes of these land development regulations the following may be  
584 substituted for on site parking spaces.
- 585 a. The provision of four (4) bicycle rack spaces shall count as one (1) parking  
586 space;
- 587 b. The provision of two (2) motorcycle or scooter spaces shall count as one (1)  
588 parking space;
- 589 c. The provision of one (1) transit vehicle or bus space shall count as four (4)  
590 parking spaces.
- 591 2. Alternate parking spaces including compact spaces shall count toward no more  
592 than twenty five (25) percent of the overall on site parking requirement.

593  
594 **Sec. 23.4-13. – Administrative Uses and Medium and High-Intensity Conditional**  
595 **Uses.**

- 596  
597 a) *Purpose.* The following uses have been determined to carry the potential for  
598 substantial adverse impacts on neighboring properties and, therefore, are subject to  
599 development standards and regulations in addition to those required for the zoning  
600 district. All uses listed herein are subject to the requirements set forth under [section](#)  
601 [23.2-28](#), Administrative Adjustments/administrative use permits or [section 23.2-29](#),  
602 Conditional uses.

603 b) *Findings by review authority.* In addition to the standards of [section 23.2-28](#) or [section](#)  
604 [23.2-29](#), the review authority, prior to recommending approval, or approving, as the case  
605 may be, of an administrative use or a conditional use for an automobile filling station or  
606 automobile service station shall find that the standards of this section and sections [23.2-](#)  
607 [30,23.2-31](#) and [23.2-32](#) have been met. See [Article 3](#), permitted use table.

608 c) *Standards.*

609 1. *Vehicular related services.*

610 A. *Regulations and Standards.*

611 (2) Vehicle fueling/charging service ~~Vehicle filling~~ stations.

612 (a) *Purpose.* It is the purpose of this section to provide regulations and  
613 standards for the establishment of vehicle fueling/charging ~~automobile~~  
614 ~~filling stations~~ and automobile service stations within designated  
615 zoning districts. Vehicle fueling/charging ~~automobile filling~~ stations and  
616 ~~automobile~~ service stations are intended primarily to serve the fuel and  
617 service needs of motorists. Vehicle fueling/charging ~~automobile filling~~  
618 ~~stations~~ and automobile service stations shall be approved through the  
619 appropriate decision making authority by conditional use procedures.

620 (b) *Use regulations.* Uses permissible at an vehicle ~~automobile~~ service  
621 station do not include any sales or mechanical work not specifically  
622 listed below, nor do they include body work, the straightening of frames  
623 or body parts, steam cleaning, painting, welding, storage of vehicles  
624 ~~automobiles~~ not in operating condition, provision of parking services,  
625 or other work involving noise, glare, fumes, smoke, traffic congestion  
626 or other characteristics to an extent greater than normally found in uses  
627 permitted by right or with special approval in the district where the  
628 facility is located. ~~Activities allowed as part of station and automobile~~  
629 ~~service station use:~~

630 i. ~~Provision of air for tires;~~

631 ii. ~~Sales of cold drinks, candies, tobacco products and similar goods~~  
632 ~~for service station customers, but only as accessory and incidental~~  
633 ~~to the principal business operation;~~

634 iii. ~~Provision of road maps and other informational materials for~~  
635 ~~customers;~~

636 iv. ~~Provision of restroom facilities;~~

637 v. ~~Fuel, oil, and grease sales;~~

638 vi. ~~Sales and servicing relating to spark plugs, batteries, distributors~~  
639 ~~and distributor parts;~~

640 vii. ~~Tire sales;~~

- 641 ~~viii. Tire servicing and repair, but not recapping or re-grooving;~~
- 642 ~~ix. Replacement of water hoses, fan belts, brake fluid, light bulbs,~~
- 643 ~~fuses, floor mats, wiper blades, grease retainers, wheel bearings,~~
- 644 ~~mufflers, shock absorbers, mirrors and the like;~~
- 645 ~~x. Provision of water and supplements for radiator fluids, and the like;~~
- 646 ~~xi. Washing and polishing, limited to facilities for washing one (1) car~~
- 647 ~~at a time, and sale of automatic washing and polishing materials,~~
- 648 ~~but not the operation of automobile washing establishments;~~
- 649 ~~xii. Providing and preparing fuel pumps and lines;~~
- 650 ~~xiii. Minor servicing and repair of carburetors;~~
- 651 ~~ixx. Minor servicing of air conditioners;~~
- 652 ~~xx. Automotive wiring repairs~~
- 653 ~~xxi. Brake repair;~~
- 654 ~~xxii. Motor repairs not involved in the removal of the head or crankcase;~~
- 655 ~~xxiii. Greasing and lubricating.~~

656 5. Single Destination Retail Uses including Stand Alone Retail and Single

657 Destination Commercial Uses. Convenience stores.

658 A. *Purpose.* It is the purpose of this section to provide regulations and standards

659 for single destination retail and single destination commercial convenience

660 store establishments within designated zoning districts. These

661 uses ~~Convenience stores~~ shall be approved through the appropriate decision

662 making authority ~~by conditional use procedures.~~

663 B. *Design and performance standards.*

664 (1) Minimum site area: Ten thousand (10,000) square feet.

665 (2) Minimum lot width: One hundred (100) feet.

666 ~~(3) Minimum distances. All convenience stores shall be located a minimum~~

667 ~~of one thousand (1,000) feet from any existing convenience store.~~

668 ~~Distance shall be measured from property line to property line, without~~

669 ~~regard to intervening structures or objects.~~

670 ~~(34) Landscape requirements. The site must be provided with a minimum~~

671 ~~five-foot-wide perimeter planting area. Site landscaping shall comply~~

672 ~~with adopted landscape regulations.~~

673 ~~(45) Buffering. A fence or wall shall be erected at a height of not less than six~~

674 ~~(6) feet when the parking area(s), pay phones or other common area(s)~~

675 ~~is within twenty-five (25) feet of a residential district, in addition to the~~

676 ~~landscaping requirements outlined in subsection (5), above. All fences~~

677 and walls shall be constructed of concrete, masonry or metal. Metal  
678 fences shall be open weave chain link, vinyl coated type combined with  
679 a shrub hedge or ornamental in nature. Walls shall be finished with a  
680 graffiti-resistant paint.

681 (56) Pay telephones, ATMs and vending machines. Vending machines or any  
682 facility dispensing cash or merchandise shall be confined to space built  
683 into the building or enclosed in a separate structure compatible with the  
684 main building. Pay phones must be attached to the building or within ten  
685 (10) feet of the main entrance. Where appropriate and feasible, such  
686 facilities shall not be visible from a side street.

687 ~~(67)~~ Variances for minimum site area ~~and minimum distance separation~~  
688 ~~between convenience stores shall not be granted.~~

689 (7) Establishments must front one of the city's major thoroughfares.

690 (8) Outdoor display of more than three (3) individual items is strictly  
691 prohibited.

692 (9) Establishments must have at least twenty-five (25) percent clear glazing  
693 and fenestration along frontages and entrances clearly identifiable.

694 (10) Display windows must have engaging and pedestrian friendly vignettes.  
695 Covering of display windows with posters, paper, advertisements, written  
696 signs and similar shall be strictly prohibited. Vacant buildings shall have  
697 approved vignettes covering windows until an active business is  
698 established and operating.

699 (11) All sales transactions, except during city approved special events, shall  
700 take place within the building.

701 (12) Walk up sales windows shall be treated as a drive through facility and be  
702 regulated as such.

703

EXHIBIT E

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 5 "SUPPLEMENTAL REGULATIONS"

\*\*\*

Article 5, "Supplemental Regulations," Division 3 "NONCONFORMITIES"

**Sec. 23.5-3. – Nonconformities.**

d) *Nonconforming buildings and structures.* A nonconforming building or structure is a building or structure properly constructed according to the law existing at the time of permit but which does not presently conform to the property development regulations of these LDRs for minimum site area or dimensions, minimum setback requirements, maximum building or structure height, maximum lot coverage, minimum floor area, parking or loading or for other characteristics of buildings or structures regulated in these LDRs, or for its location on the lot. A nonconforming building or structure may continue to exist in a nonconforming state so long as it otherwise conforms to law, subject to the following provisions:

1. Nonconforming buildings and structures may be enlarged, expanded or extended subject to these LDRs, including minimum site area and dimensions of the district in which the building or structure is located. No such building or structure, however, shall be enlarged or altered in any way so as to increase its nonconformity. Such building or structure, or portion thereof, may be altered to decrease its nonconformity, except as hereafter provided.
2. Should the structure or building be deteriorated or destroyed ~~by any means~~ to an extent of more than fifty (50) percent of the assessed value of the structure or building as determined by the building official, it shall not be reconstructed except in conformity with the provisions of these LDRs.
3. Should the structure or building be deteriorated or destroyed ~~by any means~~ to an extent of less than fifty (50) percent but more than thirty-three (33) percent of its assessed value as determined by the building official, it may be restored only upon issuance of a variance pursuant to [section 23.2-26](#) for the particular building or structure nonconformity. A variance shall not supersede a condemnation order of the building official and such variance shall not obviate the necessity of obtaining other needed waivers or variances from the city.
4. Should such building or structure be moved to a new site, or to a new location on the same lot or site, it shall conform to the current land development regulations relevant at the time of the relocation.



**City Of Lake Worth**  
**Department for Community Sustainability**  
**Planning, Zoning and Historic Preservation Division**  
1900 Second Avenue North · Lake Worth · Florida 33461 · Phone: 561-586-1687

DATE: May 13, 2020

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: May 13, 2019 and May 20, 2019

SUBJECT: **PZB / HRPB Project Number 20-03100001**: Consideration of an ordinance to amend Chapter 23 “Land Development Regulations” that includes changes to parking, electric charging stations, general housekeeping items, and modifications to development standards and requirements for single-destination retail and comprehensive plan consistency.

---

**BACKGROUND/ PROPOSAL:**

On March 5, 2020, the City Commission held a workshop on the prioritization of amendments to the City’s Land Development Regulations (LDR) that were previously identified by staff and the Commission. The subject LDR amendments address several of the initially prioritized items identified at the March meeting. These include changes to parking, electric charging stations, general housekeeping items, and modifications to development standards and requirements for single-destination retail and comprehensive plan consistency. The proposed amendments to the Land Development Regulations have been reviewed by staff for consistency with the City’s Comprehensive Plan. A summary of each component in the draft ordinance is also provided.

The proposed LDR amendments will modify the following sections of the City’s Code of Ordinances:

- Article 1- Section 23.1-12: Definitions
- Article 2- Section 23.2-31. – Site Design Qualitative Standards
- Article 3 - Section 23.3-18 - MU-W Mixed Use West
- Article 3 - Section 23.3-25 – Planned Development District
- Article 4 - Section 23.4-10 – Off Street Parking
- Article 4 - Section 23.4-13 – Administrative Uses and Conditional Uses
- Article 5 - Section 23.5-3 – Non-Conformities

**Parking:** The proposed parking amendments are intended to simplify review of parking requirements and allow for additional flexibility in meeting required parking standards, while ensuring adequate parking is constructed for residential and commercial uses. In establishing minimum parking requirements by general use categories instead of specific uses, parking review is streamlined and minimum parking requirements are more easily conveyed to potential applicants. Flexibility in meeting minimum parking requirements in a new “Parking Alternates” section.

The payment in lieu fee was also increased for parity with the market value costs of constructing a parking space. Per commission consensus, on street parking allowances to meet on-site parking requirements have been expanded.

**Electric Vehicle Charging:** The intent of the proposed amendments is to increase the availability of electric vehicle charging stations to residents and visitors by establishing standards for the construction of electric vehicle charging infrastructure with the City. New commercial or mixed use developments with a minimum of 25 parking spaces would be required to provide at least 4% of the site's required parking as designated and outfitted electric vehicle charging spaces.

**Single Destination Retail:** The proposed amendments include updates to the development review standards for Single Destination Retail and consolidates the Convenience Store use into the Single Destination use based on fundamental similarities and existing development pattern. Additional performance and development standards have been provided to ensure that nuisance generating and curb appeal issues are addressed.

**Development Standards:** The proposed amendments include edits and changes to improve consistency and clarity for both Administrative and Conditional uses. The changes also provide a higher level of performance standard for both types of uses.

**Comprehensive Plan Consistency:** The proposed amendments include changes to the location description of districts for clarity and consistency with the City's Comprehensive Plan and Strategic Plan

**Housekeeping Items:** The proposed amendments include several minor amendments to update internal references and update references to "zoning administrator" to "development review official." Modified several definitions for clarity. Redundant and conflicting provisions have been deleted as well as out of date definitions.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2020-XX: PZB / HRPB Project Number 20-03100001

#### **POTENTIAL MOTION:**

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in PZB / HRPB Project Number 20-03100001.

#### **Attachments**

- A. Draft Ordinance 2020-XXXX



*City of*  
**Lake Worth**  
**Beach**  
**FLORIDA**

*The Art of Florida Living.<sup>SM</sup>*



CITY OF LAKE WORTH BEACH

**Community**  
Sustainability<sup>SM</sup>

City Commission  
Second Reading  
June 16, 2020

## Proposed LDR Amendments



# Proposed Ordinance

- ❖ Ordinance with proposed amendments to Chapter 23 “Land Development Regulations”:
  1. Article 1 “General Provisions” Division 2, “Definitions”
  2. Article 2 “Administration” Division 3, “Permits” section 23.2-31 “Site Design qualitative standards”
  3. Article 3 “Zoning Districts” Division 3, “Mixed Use Districts” Section 23.3-18 “MU-W – Mixed Use West” and Section 23.3-25 “Planned Development District”
  4. Article 4 “Development Standards” Section 23.4-10 “Off Street Parking”
  5. Article 4 “Development Standards” Section 23.4-13 “Medium and high intensity conditional uses”
  6. Article 5 “Supplemental Regulations Section 23.5-3 “Nonconformities”

# Summary

1. Article 1 “General Provisions” Division 2, “Definitions”
  - Clarify definitions for Building Height, Parapet, Stand Alone Retail and Vehicle fueling/charging service stations
  - Delete definition for Convenience Store accessory to gasoline station
2. Article 2 “Administration” Division 3, “Permits” section 23.2-31 “Site Design qualitative standards”
  - Delete standards for gasoline stations

# Summary

3. Article 3 “Zoning Districts” Division 3, “Mixed Use Districts” Section 23.3-18 “MU-W – Mixed Use West” and Section 23.3-25 “Planned Development District”
  - Clarify regulations regarding impermeable surface
  - Clarify regulations regarding urban planned developments west of 95
  
4. Article 4 “Development Standards” Section 23.4-10 “Off Street Parking”
  - Delete parking table and replace with parking based on classes of uses
  - Provide for electric vehicle charging infrastructure requirements
  - Clarify on-street parking
  - Clarify inconsistencies

# Summary

5. Article 4 “Development Standards” Section 23.4-13 “Medium and high intensity conditional uses”
  - Clarify standards for both administrative uses and conditional uses
  - Add standards for vehicle fueling/charging stations
  - Add standards for single destination retail uses including stand alone retail and single destination commercial uses
6. Article 5 “Supplemental Regulations Section 23.5-3 “Nonconformities”
  - Clarify inconsistencies within the section

# Recommendation

- At its meeting on May 13, 2020, the Historic Resources Preservation Board unanimously recommended approval of the proposed ordinance to the City Commission.
- At its meeting on May 20, 2020, the Planning & Zoning Board unanimously recommended approval of the proposed ordinance to the City Commission.
- At its meeting on June 2, 2020, the City Commission unanimously voted to approve the ordinance on first reading and to schedule the public hearing and second reading.
- Staff recommends that the Planning & Zoning Board recommend that the City Commission adopt the Ordinance.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** Multiple

**TITLE:**

Authorization of grant applications to Florida Department of Economic Opportunity (FDEO) funding of critical facility hardening projects in impacted communities and invitation of public comment.

**SUMMARY:**

Authorize City staff to submit grant applications to FDEO for critical facility hardening projects in impacted communities and invite the public to comment.

**BACKGROUND AND JUSTIFICATION:**

The Florida Department of Economic Opportunity (FDEO) has announced the availability of \$75,000,000 to fund critical facility hardening projects in impacted communities. The City is interested in applying for four (4) FDEO Rebuild Florida Critical Facility Hardening Program grants totaling \$1,333,000 for the following City projects:

Water Treatment Plant Hardening Project - \$383,000

Water Treatment Plant Facility Roof Evaluation and East Clearwell roof membrane replacement - \$240,000

Electrical System Operations Center Relocation - \$420,000

Fire Station No. 2 roof and emergency notification system upgrades - \$290,000

The City is seeking 100% FDEO grant funding for these projects, as these are unfunded needs the City has that are a necessary element of the City's storm mitigation strategy.

**MOTION:**

Motion to approve/disapprove submittal of grant applications to Florida Department of Economic Opportunity for funding of critical facility hardening projects in impacted communities.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A

Advertisement

# NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the City Commission of the City of Lake Worth Beach, Florida, proposes to vote on applying for four (4) Florida Department of Economic Opportunity (FDEO) Rebuild Florida Critical Facility Hardening Program grants totaling \$1,333,000 for various City projects and will hold a public hearing on the matter in a virtual meeting, at or after 6:00 PM on June 16, 2020 or as soon after as it can be heard. The meeting or public hearing may be continued by the Commission from time to time as required. To watch the meeting, go to <https://lakeworthbeachfl.gov/watch/>.

The public is invited to provide comments on the projects and grant opportunity via the City website beginning on June 6. Please submit your comments at <https://lakeworthbeachfl.gov/public-comment-card/>. A request for a copy of the grant applications should be made to the City Clerk at [cityclerk@lakeworthbeachfl.gov](mailto:cityclerk@lakeworthbeachfl.gov).

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (561) 586-1662 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.

City of Lake Worth Beach, Florida  
Deborah M. Andrea, City Clerk

Publish: Lake Worth Herald on June 4, 2020

PO# 181530 to be paid by WTP, account #402-7010-533-47-00

THE  
**LAKE WORTH HERALD**

Published Once a Week  
Lake Worth, Palm Beach County, Florida

STATE OF FLORIDA  
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Notice by the City of Lake Worth of meeting on June 16, 2020, 6 p.m. or as soon thereafter via Communication Media Technology (CMT) on HRPB 20-00100081

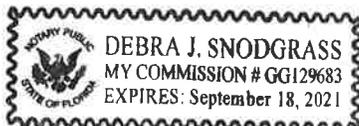
was published in said newspaper in the issue of  
June 4, 2020

Affiant further says that the said *The Lake Worth Herald* is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

  
MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 4th day of June, 2020, by Mark J Easton, who is known to me.

  
Notary Public, State of Florida at Large



**Legal Notice No. 36831**

PLEASE TAKE NOTICE that due to the Novel Coronavirus 2019 (COVID-19) and Federal, State, and Palm Beach County's Declarations of State of Emergency, the City of Lake Worth Beach City Commission will conduct a meeting on **Tuesday, June 16, 2020, at 6:00 p.m.** or as soon thereafter as possible via Communication Media Technology ("CMT").

Live streaming of the hearing can be accessed at <https://lakeworthbeachfl.gov/virtual-meetings/> to consider the following:

**HRPB#20-00100081:** An Appeal of the Historic Resources Preservation Board approval for the new construction of a ± 2,267 square foot single-family structure located at 403 South M Street, pursuant to but not limited to Sections 23.2-7, 23.3-7, and Section 23.5-4 of the Land Development Regulations. The subject property is located in the Single-Family Residential (SFR) Zoning District and the Southeast Lucerne Local Historic District. PCN#:38-43-44-21-15-157-0180.

Because this is an appeal, the City Commission will not be taking new testimony but will consider the record from the Historic Resources Preservation Board meeting. However, written public comment will be accommodated through the City's web portal: <http://lakeworthbeachfl.gov/pccab> up to 30 minutes prior to the commission meeting. If you are unable to access the web portal, please leave a message at 561-586-1662 to be read into the record by the City Clerk. Also, written responses or comments can be sent to the Planning & Zoning Division, 1900 2nd Avenue North, Lake Worth Beach, FL 33461 and must arrive before the hearing date to be included in the formal record.

If a person decides to appeal any decision made by the Board, Agency or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105) In accordance with the provisions of the American with Disabilities Act (ADA) this document may be requested in an alternative format. Persons in need of special accommodation to participate in this proceeding are entitled to the provision of certain assistance. Please call 561-586-1662 no later than five (5) days before the hearing if this assistance is required.

Publish: The Lake Worth Herald  
June 4, 2020



## AVISO DE AUDIENCIA PÚBLICA

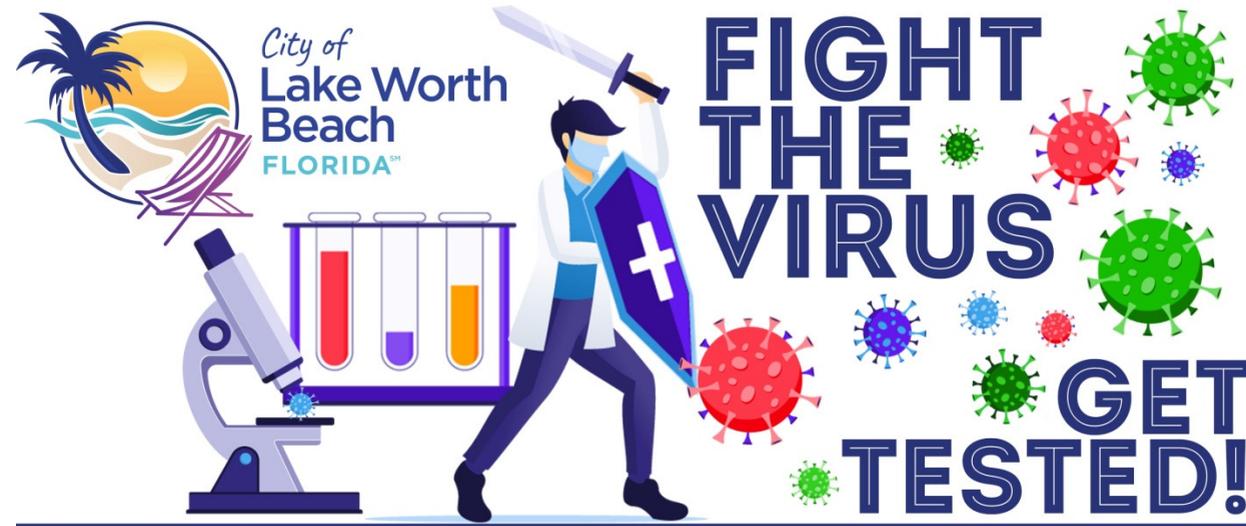
POR FAVOR, TENGA EN CUENTA que la Comisión de la Ciudad de Lake Worth Beach, Florida, propone votar sobre la solicitud para cuatro (4) subvenciones del Programa de Fortalecimiento de Instalaciones Críticas de Florida del Departamento de Oportunidades Económicas de Florida (FDEO por sus siglas en inglés) por un total de \$1,333,000 para varios proyectos de la Ciudad y celebrará una Audiencia Pública al respecto en una reunión virtual el 16 de junio de 2020 comenzando a las 6:00 p. m., o tan pronto como sea posible. La Comisión podrá retomar dicha reunión o audiencia pública de vez en cuando, según sea necesario. Para ver la reunión, vaya a <https://lakeworthbeachfl.gov/watch/>.

Se invita al público a proporcionar comentarios sobre los proyectos y oportunidades de subvención a través del sitio web de la Ciudad, a partir del 6 de junio. Envíe sus comentarios a <https://lakeworthbeachfl.gov/public-comment-card/>. Para solicitar una copia de las solicitudes de subvención deberá hacerlo al Secretario Municipal en [cityclerk@lakeworthbeachfl.gov](mailto:cityclerk@lakeworthbeachfl.gov).

Si una persona decide apelar cualquier decisión tomada por la Junta, la Agencia o la Comisión con respecto a cualquier asunto considerado en dicha reunión o audiencia, necesitará un registro de los procedimientos que, deberá asegurar (de) que se haga un registro literal, el cual incluye el testimonio y las pruebas en las que basará la apelación. (FS 286.0105)

Cualquier persona que requiera asistencia y servicios auxiliares en esta reunión puede comunicarse con la Oficina del Secretario de la Ciudad al (561) 586-1662 al menos 24 horas antes de la reunión. Si tiene problemas de audición o del habla, comuníquese con el Servicio de retransmisión de Florida al 1-800-955-8770 o al 1-800-955-8771.

Ciudad de Lake Worth Beach, Florida  
 Deborah M. Andrea, Secretaria de la Ciudad



**GET TESTED! | HAGASE LA PRUEBA | ALE PRAN TES POU CORONAVIRUS LA**  
**JUNE 6** **OSBORNE COMMUNITY CENTER**  
 1699 WINGFIELD STREET **8AM - 3PM** **561-853-1634**  
 (EXT. 128)



## COVID-19 SAFETY



STAY 6 FEET APART  
 MANTENGASE A 6 PIES DE DISTANCIA  
 RETE 6 PYE APA



WASH YOUR HANDS OFTEN  
 LAVASE LAS MANOS SEGUIDO  
 LAVE MEN OU SOUVAN



WEAR A MASK TO PROTECT OTHERS  
 USE UNA MASCARA/TAPABOCAS PARA PROTEGER A LOS DEMAS  
 METE YON MASK POU PWOTEJE LOT MOUN



GET TESTED  
 HAGASE LA PRUEBA  
 ALE PRAN TES POU CORONAVIRUS LA  
 LAKEWORTHBEACHFL.GOV/TESTING

FOR ADDITIONAL INFORMATION ON SAFE PRACTICES AND SOCIAL DISTANCING PLEASE VISIT CDC.GOV  
 PARA OBTENER INFORMACION ADICIONAL SOBRE PRACTICAS SEGURAS Y DISTANCIAMIENTO SOCIAL PORFAVOR VISITE CDC.GOV  
 POU PLIS ENFOMASYON SOU PRATIK KI AN SEKIRITE AK DISTANS SOSYAL TANPRI VIZITE CDC.GOV



**Affidavit**

June 6, 2020

We, El Latino Semanal Inc. are a newspaper of general circulation I Palm Beach County, Florida. Pursuant to Florida Statue 166.04 we are authorized to publish legal advertising in the State of Florida.

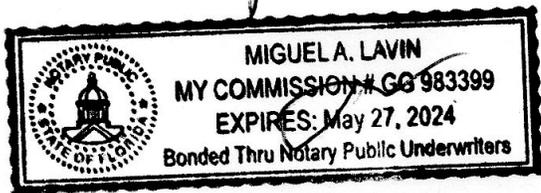
We hereby declare that we published a legal advertisement contracted by the City of Lake Worth Beach, Florida on:

Issue # 2012 June 5, 2020 Public Notice

Our Federal ID Number is 59-234-1954



Jose R Uzal, General Manager



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** Commission

**TITLE:**

Rent deferral amendment to the Casino tenants' leases for COVID-19 closures and authorization to City Manager to sign the Amendments

**SUMMARY:**

The proposed rent deferral amendment provides assistance to the Casino building tenants as a result of the COVID-19 ordered closures by the Governor. If approved, City Manager will be authorized to sign the amendments with each tenant.

**BACKGROUND AND JUSTIFICATION:**

Due to the COVID-19 pandemic, Casino building tenants were forced to close their leased premises on March 20, 2020. On May 11, 2020, the Governor began relaxing the COVID-19 restrictions with current restrictions limited to 50 percent of the tenants' indoor seating capacity or building occupancy. It is anticipated (but not known) that the Governor or Palm Beach County will continue to ease the COVID-19 restrictions and allow for further indoor premise service by the tenants.

In the interest of providing continued quality food and retail services for the visitors of the beach and encouraging re-establishing employment, the City is providing assistance in the form of base rent deferrals based on the percentage governmental closures due to COVID-19 pandemic.

The deferral assistance is calculated by applying the percentage of the ordered closure for interior capacity or building occupancy to the base rent payment prorated over the days of the closure. If patio rent is applicable, it too is deferred in the same fashion. The deferred amount will be due on or before the one year anniversary of the original due date of the deferred amount. The additional rent due under the lease if any (Common Area Maintenance, utilities, all taxes, etc.) shall remain due and payable. The timeframe for allowing the deferral of base rent starts March 20, 2020 and ends December 30, 2020 (unless all COVID-19 governmental restrictions are earlier removed). During the year pay-back timeframe for the deferred rent, the City will charge interest consistent with the interest charge for court judgments under Chapter 55, Florida Statutes (currently 6.33%).

The affected businesses are Kilwins, LW Tees and Mamma Mia's. A lease amendment will be provided to each tenant with the following rent deferral provision and related legal requirements:

**RENT DEFERRAL.** The Lease shall be amended to include a new subsection \_\_\_\_\_ to be entitled "COVID-19 Rent Deferral" as follows:

Due to the COVID-19 pandemic, on March 20, 2020, Florida Governor Ron DeSantis issued Executive Order 20-70, which closed indoor premise service by restaurants with seating of more than ten (10) people. This resulted in Tenant having to close the leased premises on March 20, 2020. On May 11, 2020, the Governor through Executive Order 20-120 (based on Executive Order 20-112) authorized the Tenant to re-open indoor premise service so long as the Tenant adopted appropriate social distancing measures and limited Tenant's indoor occupancy to no more than 25 percent of Tenant's building occupancy. This Executive Order also allowed Tenant to start serving its outdoor areas (subject to mandatory social distancing between tables and limited to groups of 10 or less people). On May 18, 2020, the Governor through Executive Order 20-123, authorized the tenants to increase their indoor premise service to 50 percent of their indoor seating capacity or building occupancy. It is anticipated (but not known) that the Governor or Palm Beach County will continue to ease the COVID-19 restrictions and allow for further indoor premise service by the tenants. Based on the foregoing, the following amendments are made to this Subsection:

For the time period of **March 20, 2020 through May 10, 2020**, the Tenant shall be provided a deferral of the Base Rent (including any patio rent) amount. For the time period of **May 11, 2020 through May 17, 2020**, the Tenant shall be provided a deferral of seventy-five percent (75%) of the Base Rent (including any patio rent) amount. For the time period of **May 18, 2020 to December 30, 2020**, the Tenant shall be provided a deferral of Base Rent (including any patio rent) amount with the deferred amount being the same as the percentage of the governmental ordered closure of the Tenant's interior capacity or building occupancy due to the COVID-19 pandemic (prorated over the days of the closure). If all COVID-19 Pandemic governmental closures are lifted prior to December 30, 2020, the deferral of Base Rent (including patio rent) shall end on that date prior to December 30, 2020. No further deferral of Base Rent shall be authorized after December 30, 2020.

The Base Rent (including any patio rent) amount that is authorized to be deferred under this provision ("Deferred Rent") shall be paid to the Landlord on or before the one year anniversary of the original due date for the Deferred Rent. By way of example only, the Tenant's Deferred Rent for March 2020 shall be paid on or before the due date for Tenant's Rent payment for March 2021. If Tenant fails to pay the Deferred Rent when due, the Landlord, in addition to all other rights and remedies under this Lease and under applicable law, shall have the right to declare all Rent due under the then existing Lease term, including the Deferred Rent plus interest, as immediately due and payable. Failure to pay the Deferred Rent shall also be considered a Monetary Default under section \_\_\_ of the Lease. The Deferred Rent shall accrue interest from the first full month after the date of deferral until paid in full at the rate set forth in section 55.03, Florida Statutes, regarding interest on judgments. By way of example only, for the March 2020 Deferred Rent, interest will begin to accrue as of April 1, 2020 until the March 2020 Deferred Rent is paid in full.

Tenant and Landlord agree that despite the COVID-19 restrictions, Tenant shall pay all other Rent and all other monetary obligations of the Tenant that are due under the Lease without any abatement or deferral.

If the above amendment is approved to the Casino building tenants' leases, authorization for the City Manager to sign the Lease amendments is requested.

**MOTION:**

Move to approve/deny the rent deferral amendment to the Casino tenants' leases for COVID-19 closures and authorization to the City Manager to sign the Amendments.

**ATTACHMENT(S):**

Fiscal Impact Analysis (unknown until after December 30, 2020)  
Tenant Rent Payments Spreadsheet

Tenant's Rent								
Cust ID	Tenant	April	Paid	May	Paid	June	Paid	Unpaid
2754	Mamma Mia	\$ 6,617.61	\$ 6,617.61	\$ 6,937.58	\$ -	\$ 6,937.58	\$ -	\$ 13,875.16
2753	Kilwins	\$ 5,864.01	\$ -	\$ 5,864.01	\$ -	\$ 5,864.01	\$ -	\$ 17,592.03
1645	BF Enterprise	\$ 6,784.38	\$ -	\$ 6,830.09	\$ -	\$ 6,830.09	\$ -	\$ 20,444.56
	Total:	\$ 19,266.00	\$ 6,617.61	\$ 19,631.68	\$ -	\$ 19,631.68	\$ -	\$ 51,911.75

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** Community Sustainability

## **TITLE:**

Appeal of the Historic Resources Preservation Board's decision to approve the construction of a new single-family structure at 403 South M Street

## **SUMMARY:**

At the February 12, 2020, HRPB regular meeting, the Board voted unanimously to approve a new single-family residence on the vacant lot at 403 South M Street with conditions of approval. The conditions of approval included the initial staff recommended conditions as well as modifications to conditions 7 & 8 which were amended by the Board at the meeting.

The Applicant, Dan Walesky, on behalf of Royal Building Group LLC, is appealing the decision by the City's Historic Resources Preservation Board (HRPB) approving the new construction of the single-family structure. The Applicant contends that the Board amended conditions (Conditions 7 & 8) were arbitrary and not supported by any historic context, code, or ordinance existing in the City of Lake Worth Beach.

As stated in the Staff Report, the structure's design featured elements that were reminiscent of the Masonry Vernacular or Masonry Minimal Traditional architectural style, but the proposal lacked general features, massing, and detailing of any discernable architectural style. The Applicant contends that the front façade detailing was consistent with the Masonry Vernacular architectural style, particularly regarding the front porch configuration and front window. The Applicant stated in the Basis of Appeal that the Board amended conditions of approval are in contradiction with the City's Historic Preservation Design Guidelines (HPDG) portion on the Masonry Vernacular architectural style.

At the February 12, 2020 HRPB meeting, the Board determined that the proposed single-family residence did not represent a distinct architectural style and contained incompatible front yard site features. The Board discussion focused on the modification of the conditions based on the neighborhood context in order to increase visual compatibility and compliance with the Historic Preservation Ordinance. Conditions 7 & 8 were modified as follows:

**Staff Report (2/12/20) Condition 7:** Compatibly sized windows shall be added to the north and south facades to avoid the long expanses of blank façade.

**HRPB Modification to Condition 7:** The front porch window and column configuration shall be changed to be symmetrical with two (2) vertically oriented single-hung windows with columns spaced evenly across.

**Condition Discussion:** The proposed elevations depicted long expanses of unbroken façades, particularly the north and south facades, which have very few windows. Neighboring historic structures utilize many windows at regular intervals for light and ventilation into the structure. In the Staff Report, Staff recommended that the Applicant add additional windows or details in order to avoid the long expanses of unbroken façades. The Board amended the condition based on neighboring historic properties, which feature vertically proportioned windows. The porch column

configuration was also changed to create symmetry in the front porch. Vertically proportioned windows and balanced front porches are prevalent within the Southeast Lucerne Local Historic District.

**Staff Report (2/12/20) Condition 8:** The driveway shall be reduced in size so that a walkway connecting the front door with sidewalk can be added without going over the front yard impermeable surface provision.

**HRPB Modification to Condition 8:** The driveway shall be reduced from 12 feet to 10 feet wide with flares at the sidewalk.

**Condition Discussion:** The proposal included an oversized forward facing 1.5 car garage door on the south end of the front elevation that takes up nearly half of the front façade and is atypical for this district. Integral car garages are typically found on Masonry Vernacular or Masonry Minimal Traditional residences in the districts, but they are generally only 9'-0" wide, and are accompanied by other features that delineate these home styles; such as low-sloped hipped roofs, recessed front porches, divided light windows, and balanced facades. The proposed driveway is also 12'-6" wide, which maxes out the impermeable surface provision for the front yard. In the Staff Report, Staff recommended that the driveway be reduced in width so that a walkway connecting the house to the street could be included while maintaining an impermeable surface calculation under the allowable amount. The Board amended the condition to indicate the maximum driveway width allowed. The requirement to provide a walkway connecting the front door with the sidewalk was removed but highly encouraged.

## **PROJECT REVIEW HISTORY:**

The subject property is a vacant lot measuring 50' x 135' in the Southeast Lucerne Local Historic District, on the west side of South M Street between 4<sup>th</sup> Avenue South and 5<sup>th</sup> Avenue South. In July of 2017, the same Applicant requested a Certificate of Appropriateness for the new construction of a single-family residence on the parcel. The Board denied the request as it was found to not be in compliance with the Section 23.5-4(k)3 "Additional guidelines for new construction; visible compatibility" and the City's Comprehensive Plan. A revised proposal for the single-family residence was brought before the HRPB at the December 12, 2017 meeting. The revised proposal was approved with conditions and the Department for Community Sustainability (DCS) issued a Development Order for the project.

On December 12, 2018, the DCS received a request from the Applicant for a six (6) month time extension to provide sufficient time for the Applicant to submit the necessary building permit applications. On June 13, 2019, a second request for a six (6) month extension was submitted by the Applicant and administratively approved by Staff.

On December 12, 2019, the Applicant requested an additional COA extension, which Staff was unable to grant due to the provisions of LDR Sec. 23.5-4(j).

At the February 12, 2020, HRPB meeting, the Applicant submitted plans for the construction of a new one-story, single-family residential structure. The building was generally the same as it was when presented to the HRPB in December 12, 2017. The Applicant changed the initial design by altering the roofing material from a dimensional asphalt shingle to a flat concrete tile.

## *Quasi-Judicial Appeal Process*

Section 23.5-4(n)(2) of the City's code, outlines the process for appealing decisions regarding certificates of appropriateness. It states:

2. *Appeal of HRPB decisions.* Within thirty (30) days after the date of written confirmation of a HRPB decision, the applicant or any affected party may appeal to the city commission any decision of the HRPB regarding an application for a certificate of appropriateness pursuant to the procedures of section 23.2-17 of these LDRs. The city commission shall consider the record made before the HRPB in reaching its decision and shall not take new testimony. The city commission shall reverse the HRPB decision only if it was contrary to law or arbitrary and capricious.

Section 23.2-17(b) and (b)(1) of the City's code, outlines the process for appealing decisions of the planning and zoning board/historic resources preservation board to the City Commission. It states:

b) *To city commission.* Should an applicant for development approval or an affected party with demonstrated standing decide to appeal a decision of the planning and zoning board or the historic resources preservation board, he shall submit to the development review official a notice of appeal within fourteen (14) days of the issuance of the written decision. Thereafter, the applicant or affected party shall submit to the development review official in writing the basis for the appeal within thirty (30) days of the board's written decision; except appeals from decisions pertaining to variances shall be appealed directly to circuit court as described in subsection c). The development review official shall forward the appeal and the board's decision to the city commission for review.

1. After courtesy notice as provided in this article, the city commission shall conduct a quasi-judicial hearing, and shall consider those applications on appeal from the planning and zoning board or the HRPB based on the record made in the proceeding below. The city commission shall convey its decision in writing to the appellant and the development review official. The considerations substantiating the decision of the city commission shall be documented.

The Applicant has filed a notice of appeal and has timely submitted its basis for appeal with exhibits as set forth in the aforementioned code sections.

Although a quasi-judicial appeal hearing will be conducted, it will not be a *de novo* hearing, meaning that the commission will not hear the case all over again or consider new evidence. Instead, it will consider the information presented at the Historic Resources Preservation Board meeting, information that has been provided to the Commission as noted above, along with a transcript of the proceedings. In addition, under the City's Rules and Procedures (resolution 26-2017), it states in Rule 6 that an Applicant will be given ten minutes to make a presentation. For purposes of this quasi-judicial appeal, Staff contends it would be appropriate to allow both Staff and the Applicant to make comments or give a presentation within this ten minute time frame. The comments of course will be limited to the information discussed or voted on at the Historic Resources Preservation Board meeting. Thereafter, the commission members may make comments, ask questions, and review the information presented at the Historic Resources Preservation Board meeting.

As stated in section (b)(1), "*the considerations substantiating the decision of the city commission shall be documented.*" This means that the commission's reasons for upholding or rejecting the Historic Resources Preservation board's decision should be placed in a written order and the *considerations substantiating* the decision should be based on whether the Historic Resources

Preservation board's decision was based on competent, substantial evidence. The courts have defined substantial evidence as that which will establish a substantial basis of fact from which the fact at issue can be reasonably inferred. It is such relevant evidence as a reasonable mind would accept as adequate to support a conclusion. Competent means that the evidence relied upon to sustain the ultimate finding should be sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusion reached. See e.g., Village of Palmetto Bay v. Palmer Trinity Private School, Inc. 128 So. 3d 19 (Fla. 3d DCA 2012).

Finally, although the City's code does not address public comment for this type of quasi-judicial appeal, the Commission would be within its authority to allow public comment even though its decision cannot be based upon any new evidence that may be presented by a member of the public.

**MOTION:**

Move to uphold/reverse the decision of the Historic Resources Preservation Board decision to approve the construction of a new ± 2,267 square foot single-family structure at 403 South M Street with modifications to Conditions 7 & 8 as set forth in the Board's Development Order.

**ATTACHMENT(S):**

Here is the link to the attachments: <https://drive.lakeworthbeachfl.gov/url/uvzw2m5md7bbfnea>

February 12, 2020 HRPB Agenda

February 12, 2020 HRPB #20-00100006 Staff Report and Attachments

February 12, 2020 HRPB Meeting Minutes

HRPB #20-00100006 Transmittal Letter and Development Order

Applicant Notice of Appeal HRPB #20-00100006

Applicant Basis of Appeal HRPB #20-00100006

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** June 16, 2020

**DEPARTMENT:** Commission

**TITLE:**

Creating a Task Force to make recommendations to the City Commission on the issue of eradicating systemic racism in the City of Lake Worth Beach

**SUMMARY:**

After much consideration and deliberation, Commissioner Robinson has drafted a list of issues he would like a City Task Force (consisting of 5 committees) to address regarding systemic racism in the City of Lake Worth Beach.

**BACKGROUND AND JUSTIFICATION:**

In an effort to discuss issues raised in the recent, senseless death of George Floyd at the hands of Minneapolis police officers, Commissioner Robinson, at the June 2, 2020 Commission Meeting, requested a special meeting to discuss creating a task force to make recommendations to the City Commission on the issue of eradicating systemic racism in the City of Lake Worth Beach. Commissioner Maxwell made a motion that Commissioner Robinson bring back in writing an outline of how he would like to see a workshop on the issue conducted. In preparing for this meeting, Commissioner Robinson met with Commissioner Hardy at a "Sunshine Meeting" and discussed issues of concern, including reform to policing in the city and furthering racial equity in the city. There was considerable public comment at the June 8, 2020 Sunshine Meeting. Below is an outline of the Task Force creation issues Commissioner Robinson would like the entire Commission to discuss at a special meeting.

**OUTLINE OF ISSUES TO DISCUSS RELATING TO THE CREATION OF A TASK FORCE:**

- A. Timeframe: Task Force members should be chosen in the next 30 days as time is of the essence.
- B. Composition: The Task Force should consist of diverse community stakeholders in the city. May include 10-20 individuals, some of whom will represent organizations. The City Commission should discuss who those stakeholders will be, how many members will the Task Force include, and whether the Task Force should include commission members.
- C. Scope of work: The Task Force will be empowered to make recommendations for eradicating systemic racism in the City of Lake Worth Beach. The scope should be addressed by five committees with deadlines being established for each part as shown below:
  - **Police Committee** to make recommendations on policing in Lake Worth Beach to reach the goal of eradicating systemic racism. The Task Force committee should be given 90 days to identify issues, research, review, and make written recommendations. The issues

would include reviewing the current contract with PBSO and addressing the need for body cameras, enhanced and targeted training for officers including de-escalation tools, police accountability, etc.

- **Education Committee** to make recommendations to the School District as it relates to its policies in education that lead to systemic racism in the school system. The Task Force would again identify issues, research, review, and make written recommendations within a specific timeframe.
- **Housing Committee** to make recommendations about rental assistance for families who have fallen behind on their rent or for legal counsel for families facing eviction due to financial hardships.
- **Health and Human Services Committee** to make recommendations on strategies and policies to deal with racial equity in the criminal justice system with a focus on how the City of Lake Worth Beach can contribute to the solutions.
- **Financial Security Committee** to make recommendations on providing racial equity in banking and lending for minorities (personal and business lending practices), developing mechanisms to assist minorities in taking advantage of banking institutions newly established racial equity funds (e.g., Goldman Sachs), etc.

There are a myriad of important and necessary issues the Task Force Committees could address as illustrated by the above examples. Commissioner Robinson looks forward to having a constructive dialogue with his colleagues.

**MOTION:**

Motion to set a special meeting to create a Task Force (with five committees) to make recommendations to the City Commission on the issue of eradicating systemic racism in the City of Lake Worth Beach.

**ATTACHMENT(S):**

Fiscal Impact Analysis N/A