



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**BY TELECONFERENCE**  
**TUESDAY, JULY 07, 2020 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Vice Mayor Andy Amoroso

**PLEDGE OF ALLEGIANCE:** led by Commissioner Omari Hardy

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

**COMMISSION LIAISON REPORTS AND COMMENTS:**

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

**APPROVAL OF MINUTES:**

- A. [Regular Meeting - June 2, 2020](#)
- B. [Special Meeting - June 9, 2020](#)
- C. [Budget Work Session #1 - June 9, 2020](#)

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

- A. [Agreement with ADP for the payroll processing and time keeping services](#)
- B. [Resolution No. 22-2020 – Hurricane Dorian Federally Declared Disaster 4468 Subaward and Grant Agreement Z1571](#)
- C. [Standard Insurance Policies for FY 2020/21 Employee Health and Welfare Benefits](#)
- D. [Task Order No. 4 with RADISE International, LC for geotechnical engineer services for Test Wells 17A and 18A Project](#)
- E. [Agreement and Work Order No. 1 with Insituform Technologies, LLC for a subaqueous watermain crossing rehabilitation by Insituform.](#)
- F. [Task Order No. 6 with Stantec Consulting Services, Inc. for hydrogeologic services](#)
- G. [First Amendment to Settlement Agreement to extend the deadlines for the development of properties located at and 7 North B Street, 15 North B Street and 1602 Lake Avenue.](#)

**PUBLIC HEARINGS:**

- A. [Ordinance No. 2020-09 – First Reading and First Public Hearing – Amend the Comprehensive Plan to include an updated water supply plan and transmit the plan to the State of Florida for review](#)

**NEW BUSINESS:**

- A. [Resolution No. 23-2020 – urging the Palm Beach County Board of County Commissioners to rename “Dixie Highway”](#)
- B. [Resolution No. 24-2020 – presenting a request in support of Body Worn Cameras \(BWC\) and the funding thereof to the Palm Beach County Board of County Commissioners](#)
- C. [Resolution No. 25-2020 - City of Lake Worth Beach Non-Ad Valorem Revenue Bonds, Series 2020A and Taxable Series 2020B](#)

**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)

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
BY TELECONFERENCE  
TUESDAY, JUNE 2, 2020 - 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:01 PM by teleconference from City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** Present were Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Omari Hardy (absent for roll call; arrived a few minutes later) and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Omari Hardy.

**PLEDGE OF ALLEGIANCE:** led by Vice Mayor Andy Amoroso.

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

Consent Item F, Revised Second Amendment to Retail Lease with Mulligans Lake Worth Acquisition, LLC, was added to the agenda. Unfinished Business Item A, Amendments to the Casino tenant's leases addressing the COVID-19 closures, was deleted from the agenda, postponed until the June 16 meeting.

**Action:** Motion made by Commissioner Robinson and seconded by Commissioner Hardy to approve the agenda as amended, including an item to consider a motion to convene a special meeting to create a task focused on local resolutions to the systemic racism and injustices that threaten the nation.

**Vote:** Voice vote showed: AYES: Commissioners Hardy and Robinson. NAYS: Mayor Triolo, Vice Mayor Amoroso and Commissioner Maxwell.

**Action:** Motion made by Commissioner Hardy and seconded by Commissioner Robinson to accept the items presented by the Clerk and adding a discussion item regarding a special meeting to create a task force on the City's response generally to police-citizen issues.

**Vote:** Voice vote showed: AYES: Commissioners Hardy and Robinson. NAYS: Mayor Triolo, Vice Mayor Amoroso and Commissioner Maxwell.

**Action:** Motion made by Vice Mayor Amoroso and seconded and amended by Commissioner Maxwell to approve the Clerk's agenda as is and requesting that Commissioner Robinson bring back in writing an outline of how we would like to see a workshop conducted in the future on this issue so we can all prepare for it and make sure we have all the parties that Mayor Triolo requested earlier at the table.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: Commissioner Hardy.

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

There were no Presentations on the agenda.

**COMMISSION LIAISON REPORTS AND COMMENTS:**

Commissioner Hardy: reported that he visited the Palm Beach County Commission (PBCC) meeting as the Second Vice President of the Black Caucus Elected Officials (BEO) and that the group had written a letter to the PBCC about people whose taxes pay law enforcement to protect them and keep them safe, but fear surviving an encounter with law enforcement. He said that the BEO asked for changes both at the local and state levels and its members would not endorse any person who did not push for conversation about police reform in their jurisdictions. He stated that African-Americans had repeatedly been victims of police violence for decades and expressed regret for George Floyd's family, for people who had been affected by the Floyd incident such as shop owners who had been affected by the looters and for the Country that was having a crisis on top of a crisis. He stated that the underlying problem had to be addressed to solve the problem and that he would push for policies to enact a change.

Vice Mayor Amoroso: did not make any remarks.

Commissioner Robinson: expressed pride in the City, PBSO and Mayor Triolo for participating in the March to show that the City was a community of diversity. He stated that the Commission would have to make act to address the systemic racism in the City, County, State and Country. He said that he was disappointed that there could not be an immediate meeting to address the issue and spoke in favor of having body cams for all PBSO officers. He stated that he was astounded by the continuing oppression in the Country. He said that William Brown, the City's Auditor, was an asset to the City.

Commissioner Maxwell: thanked Commissioners Hardy and Robinson for their heartfelt comments and looked forward to taking part in the conversation. He stated that LWB was a very diverse City whose residents looked out for one another. He said that his heart was sad for George Floyd's family and all those who had been killed in a horrible way by law enforcement. He stated that the looters were not thinking of Mr. Floyd and his untimely death.

Mayor Triolo: stated that it was a baffling time and that Mr. Floyd's death could happen in 2020 was a travesty. She said that a comprehensive discussion would be necessary to address the issue and that PBSO was very knowledgeable about the subject. She iterated that the Community should come out to speak their minds so that the Commission could make a difference. She stated that LWB could be a shining beacon on moving forward and thanked the Commissioners for their passion and compassion and sending their thoughts to the Floyd family. She announced that the City was providing more testing than any other local cities; there would be continued free testing for residents on Saturday at the Osborne Community Center.

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

Deborah Andrea, City Clerk, announced that Barry Freedman had submitted a comment card for the deleted item, which would be read at the June 16 meeting.

**APPROVAL OF MINUTES:**

**Action:** Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve the following minutes:

- A. Regular Meeting - May 19, 2020
- B. Special Meeting - May 21, 2020
- C. Work Session - May 21, 2020

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

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

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to approve the Consent Agenda.

- A. Final Change Order #1 to B&B Underground Construction for the Wastewater Pump Station No. 15 & 21 Improvements Project
- B. Final Contract Balancing Reconciliation Change Order #3 to B&B Underground, Inc. for the Neighborhood Road Program District 1, Year 3 Project B Infrastructure Improvements Project
- C. Payments of Fiscal Year 2019 Invoices
- D. Amendment 3 to Agreement with Mock, Roos & Associates, Inc. for additional engineering services for Park of Commerce Phase 1B Infrastructure Improvements Project
- E. Accept and Approve the Contracts Audit Report (IAD091019-06FD)
- F. (added) Revised Second Amendment to Retail Lease with Mulligans Lake Worth Acquisition, LLC

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

**PUBLIC HEARINGS:**

- A. Ordinance No 2020-04 – second reading – authorizing the incurrence of debt obligations to fund cash flow deficits related to the COVID-19 pandemic

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Robinson to approve Ordinance 2020-04 - authorizing the incurrence by the City of debt obligations to fund cash flow deficits related to the COVID-19/Corona Virus Pandemic.

City Attorney Goddeau read the ordinance by title only:

ORDINANCE NO. 2020-04 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE INCURRENCE BY THE CITY OF DEBT OBLIGATIONS TO FUND RESERVES FOR CASH FLOW DEFICITS RELATED TO THE COVID-19 PANDEMIC; PROVIDING THAT SUCH OBLIGATIONS OF THE CITY DO NOT CREATE A GENERAL DEBT OR OBLIGATION OF THE CITY OR THE STATE BUT SHALL BE PAYABLE FROM LEGALLY AVAILABLE REVENUES APPROPRIATED FOR SUCH PURPOSE; AND PROVIDING AN EFFECTIVE DATE.

City Clerk Andrea stated that there were no public comment cards.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

**UNFINISHED BUSINESS:**

A. (deleted) Amendments to the Casino tenant's leases addressing the COVID-19 closures

**NEW BUSINESS:**

A. Ordinance No. 2020-06 – Amend Future Land Use Map (FLUM) of the City's Comprehensive Plan

**Action:** Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve Ordinance No. 2020-06 on first reading and to transmit the proposed Future Land Use Map amendment to the Florida State Department of Economic Opportunity for review.

City Attorney Goddeau read the ordinance by title only:

ORDINANCE NO. 2020-06 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE MAP THROUGH A LARGE SCALE MAP AMENDMENT FROM THE FUTURE LAND USE (FLU) DESIGNATIONS OF MIXED USE EAST AND MIXED USE-WEST TO THE TRANSIT ORIENTED DEVELOPMENT FLU DESIGNATION ON PROPERTY GENERALLY LOCATED ALONG THE LAKE WORTH ROAD CORRIDOR BETWEEN BOUTWELL ROAD AND NORTH A STREET AND MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

William Waters, Community Sustainability Director, welcomed Erin Sita, the new Community Sustainability Assistant Director, who would give the presentation.

Ms. Sita explained that the item was a FLUM amendment proposing to expand the FLUM locations in two areas near the I95 corridor north of Lake Worth Road. She said that the Transit Oriented Development (TOD) boundaries were described as follows: approximately 7.11 acres (24 properties) from Mixed Use East (MU-E) to TOD from Lake Worth Road north to 2nd Avenue, North A Street west to I-95 and the CSX Railroad Tracks and approximately 19.56 acres (10 properties) from Mixed Use West (MU-W) to TOD from Lake Worth Road north to 2nd Avenue, Boutwell Road east to I-95 and the CSX Railroad Tracks.. She stated that it would provide prime locations for TOD in proximity

to the Tri-Rail, Route 61 bus stops, I-95 and US Highway 1 and respond to market driven conditions for economic development by providing the desired TOD FLU designations. She reported that the amendments were consistent with the City's goals of housing diversity and economic development by allowing for mixed use TOD desired in close proximity to the existing TriRail station and were supported by and consistent with the City's Comprehensive and Strategic Plans and consistent with the levels of service.

Comments/requests summary:

1. Commissioner Hardy spoke in support of the changes and said that there should be even more density.
2. Commissioner Robinson thanked staff and asked if the amendment was considered upzoning.

Ms. Sita responded that it was not upzoning, just a change in in the FLUM.

Commissioner Robinson expressed hope that the value of the property had increased.

City Clerk Andrea stated that there were no public comment cards.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

B. Ordinance No. 2020-05 – Amend Future Land Use Element of the City's Comprehensive Plan

**Action:** Motion made by Commissioner Hardy and seconded by Commissioner Robinson to approve Ordinance No. 2020-05 on first reading and to transmit the proposed Future Land Use Element (FLUE) amendment to the Florida State Department of Economic Opportunity for review.

City Attorney Goddeau read the ordinance by title only:

ORDINANCE NO. 2020-05 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING POLICIES IN THE FUTURE LAND USE ELEMENT OF THE CITY'S COMPREHENSIVE PLAN RELATING TO THE MIXED USE EAST, DOWNTOWN MIXED USE, AND TRANSIT ORIENTED DEVELOPMENT FUTURE LAND USE (FLU) DESIGNATIONS, INCLUDING MODIFICATIONS TO THE FLU DEVELOPMENT REQUIREMENTS, LIMITATIONS, AND GENERAL LOCATION DESCRIPTIONS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sita explained that there were five components to the proposed amendments to Future Land Use Element (FLUE) policies and were related to the Mixed Use East, Transit Oriented Development, and Downtown Mixed Use Future Land Use (FLU) designations, including modifications to the FLU development requirements, density limitations, and general location descriptions. She said that the first amendment concerned modifying the allowed density on Federal Highway from 20 units per acre to 30 units per acre and was a controversial item; the advisory boards had recommended not presenting it to the

Commission. She stated that several existing developments did not meet the City's code having between 22 and 53 units an acre and that current projects were in the 30 to 40 units per acre range.

Comments/requests summary:

1. Commissioner Robinson stated that he favored appropriately placed density and a development like the Cloisters with 20 units an acre would be wonderful on South Federal Highway. He said that he opposed increasing the density without having any control over design of a project.
2. Commissioner Hardy opined that the City should not regulate density anywhere, but should regulate form. He said that there were many limitations that developers would have to fit their projects to and that 30 units an acre was perfectly acceptable. He stated that down zoning had made South Federal Highway dysfunctional and that the residents told the Commission to encourage development there to fix the problems with drugs and prostitution in the area or the area would look the same in ten years. He said that there were at least five bus stops on Dixie Highway, less than a half mile from South Federal Highway.
3. Vice Mayor Amoroso said that he supported removing South Federal Highway from the Motion and that there was a parking issue to be addressed in the future.
4. Commissioner Robinson said that the City did not need another highway dividing the City and was looking for quality not quantity in that area. He stated that he would support an increase in density if there was control over the design.
5. Commissioner Hardy stated that there were form based elements in the City's Code and asked Mr. Waters to speak about that. He opined that the broader issue was that the City had not made a leap in progress to improve its competitiveness like that of its neighbors. He asked when the Commission could test the naysayers.

Mr. Waters replied that the adopted updated major thoroughfare guidelines addressed how to deal with the look of projects. He stated that the FLUE amendment would change the density, not the look of a project and that a project would have to come before the Commission for approval. He said that new construction on Federal Highway would have to front the highway

6. Mayor Triolo said that one of the problems with the City was the number of non-conforming properties. She stated that there were huge problems with parking affecting the alleyways. She said that there should be outreach to the Community for them to see the potential projects and have the City address some of the crime issues in the area. She agreed that Federal Highway should be removed.

City Manager Bornstein stated that meetings with the neighborhoods started last year.

7. Commissioner Maxwell said that there needed to be a more comprehensive look at South Federal Highway in its totality and to think out of the box when dealing with the quality of issues there. He stated that he would not support the ordinance and suggested asking South Palm Park residents what they would like in that area.



8. Commissioner Robinson expressed dismay in not being able to see what would be built in that area.
9. Mayor Triolo said that it was an educational process and that residents would understand the ramifications better if they could see a project. She suggested sitting down with the neighborhoods in that area to share the vision.

City Clerk Andrea stated that there were no public comment cards.

**Vote:** Voice vote showed: AYES: Commissioner Hardy. NAYS: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson.

**Motion:** Motion made by Commissioner Hardy and seconded by Commissioner Robinson to approve all parts of Ordinance 2020-05 that did not pertain to Mixed Use East on Federal Highway.

Commissioner Hardy asked if there had been outreach to the residents who would be affected by the change in the TOD.

Mr. Waters responded that there was information as people bought and sold property in the TOD and people that expressed interest in developing the area in a way similar to the City's Envision Brochure.

Commissioner Hardy said that there should be outreach for the affected residents.

Mayor Triolo stated that there had been public outreach with 27 charrettes regarding the FLUM amendments showing that those areas were within the TOD.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Robinson. NAYS: Commissioner Hardy.

C. Ordinance No. 2020-07 – Amend Chapter 23 Land Development Regulations (LDRs) of the City's Code of Ordinances

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to approve Ordinance No. 2020-07 on first reading and to schedule the second reading and public hearing for June 16, 2020.

City Attorney Goddeau read the ordinance by title only:

ORDINANCE 2020-07 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 "LAND DEVELOPMENT REGULATIONS, BY AMENDING ARTICLE 1 "GENERAL PROVISIONS," DIVISION 2, "DEFINITIONS," SECTION 23.1-12 - DEFINITIONS; ARTICLE 2, "SITE DESIGN QUALITATIVE STANDARDS" - SECTION 23.2-31. - SITE DESIGN QUALITATIVE STANDARDS; ARTICLE 3 "ZONING DISTRICTS" DIVISION 3, "MIXED USE DISTRICTS," SECTION 23.3-18 - MU-W MIXED USE WEST; ARTICLE 3 "ZONING DISTRICTS", DIVISION 6, "PLANNED DEVELOPMENT", SECTION 23.3-25 - PLANNED DEVELOPMENT DISTRICT; ARTICLE 4 "DEVELOPMENT STANDARDS, SECTION 23.4-10 - OFF STREET PARKING; AND SECTION 23.4-13 - ADMINISTRATIVE USES AND CONDITIONAL USES; AND ARTICLE 5

“SUPPLEMENTAL REGULATIONS”, DIVISION 3, “NONCONFORMITIES”, SECTION 23.5-3 – NON-CONFORMITIES OF THE CITY’S CODE OF ORDINANCES; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

Mr. Waters said that all of the items had been discussed in various work sessions with the Commission and the advisory boards had unanimously recommended approval by the Commission. He explained that Article 1 “General Provisions” Division 2, “Definitions” would clarify definitions for Building Height, Parapet, Stand Alone Retail and Vehicle fueling/charging service stations and delete the definition for Convenience Store accessory to gasoline station, Article 2 “Administration” Division 3, “Permits” section 23.2-31 “Site Design qualitative standards” would delete standards for gasoline stations, 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” would clarify regulations regarding impermeable surface and urban planned developments west of 95, Article 4 “Development Standards” Section 23.4-10 “Off Street Parking” would delete the parking table and replace it with parking based on classes of uses, provide for electric vehicle charging infrastructure requirements, clarify on-street parking and clarify inconsistencies, Article 4 “Development Standards” Section 23.4-13 “Medium and high intensity conditional uses” would clarify standards for both administrative uses and conditional uses, add standards for vehicle fueling/charging stations and for single destination retail uses including stand-alone retail and single destination commercial uses, Article 5 “Supplemental Regulations Section 23.5-3 “Nonconformities” would clarify inconsistencies within the section. He announced that there would be further LDR changes, including the permitted use table, later in the summer and that the advisory boards had suggested that the LDR amendments be approved by the Commission.

Comments/requests summary:

1. Commissioner Hardy said that he had an issue with the parking requirements on page 10 of the ordinance. He asked about parking regulations for single family homes and duplexes and stated that he favored flexibility with on-site parking.

Mr. Waters replied that currently, single family homes had to have all parking off street and the amendment would allow some on street parking to count towards the off street parking. He said that there was flexibility in other areas that were not strictly residential. He opined that it would not be in the best interest of the City to allow on street parking to count for all the off street parking with the complaints about parking problems.

2. Commissioner Robinson asked about the allowance of artificial turf and if electric charging stations would be required in City parking lots.

Mr. Waters responded that artificial turf would be in the next round of LDRs and if a new parking lot were built or one were substantially improved, there would have to be a pro rata percentage of electric charging stations.

City Clerk Andrea stated that there were no public comment cards.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

D. Resolution No 19-2020 - authorizing issuance of Non-Ad Valorem Revenue Bonds Series 2020A and Taxable Series 2020B Bond to fund cash flow deficits related to the COVID-19 pandemic

**Action:** Motion made by Commissioner Maxwell and seconded by Vice Mayor Amoroso to approve Resolution 20-2020 - authorizing the issuance of Non-Ad Valorem Revenue Bonds Series 2020A and Taxable Series 2020B Bond to fund cash flow deficits.

City Attorney Goddeau did not read the resolution.

RESOLUTION 20-2020 – A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$20,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF LAKE WORTH BEACH, FLORIDA NON-AD VALOREM REVENUE BONDS, SERIES 2020A AND TAXABLE SERIES 2020B, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING THE ACQUISITION OF CERTAIN CAPITAL IMPROVEMENTS IN AND FOR THE CITY AND FINANCING CERTAIN COSTS OF THE CITY; COVENANTING TO BUDGET AND APPROPRIATE CERTAIN LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY DEBT SERVICE ON THE BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF THE BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

City Clerk Andrea stated that there were no public comment cards.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

**CITY ATTORNEY'S REPORT:**

City Attorney Goddeau did not provide a report.

**CITY MANAGER'S REPORT:**

City Manager Bornstein provided the following report:

- Thanked staff and expressed gratitude for their professionalism and service to the City in dealing with the pandemic, the protests and hurricane preparedness.

**ADJOURNMENT:**

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Maxwell to adjourn the meeting at 7:52 PM.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

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Pam Triolo, Mayor

ATTEST:

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Deborah M. Andrea, CMC, City Clerk

Minutes Approved: July 7, 2020

A digital audio recording of this meeting will be available in the Office of the City Clerk.

**MINUTES  
CITY OF LAKE WORTH BEACH  
SPECIAL CITY COMMISSION MEETING  
QUASI-JUDICIAL HEARING RE: THE BOHEMIAN  
BY TELECONFERENCE  
TUESDAY, JUNE 9, 2020 - 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:00 PM by teleconference from City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**1. ROLL CALL:**

Present were Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell (absent for the roll call, arrived at 6:14 PM), Omari Hardy (absent for the roll call, arrived at shortly thereafter) and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

**2. PLEDGE OF ALLEGIANCE:** led by Commissioner Herman Robinson.

**3. NEW BUSINESS:**

- A.** Ordinance No. 2020-08 - Approve the establishment of a mixed use urban planned development for The Bohemian.

Mayor Triolo announced that Ordinance No. 2020-08 – Establishment of a Mixed Use Urban Planned Development for the Bohemian was a quasi-judicial hearing. She asked City Attorney Goddeau to read the ordinance by title.

City Attorney Goddeau read the ordinance by title only:

ORDINANCE NO. 2020-08 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 1017 LAKE AVENUE, 101 SOUTH EAST COAST STREET, AND A PORTION OF 202 SOUTH EAST COAST STREET CONSISTING OF APPROXIMATELY 2.0359 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, THAT IS LOCATED WITHIN THE TRANSIT ORIENTED DEVELOPMENT – EAST (TOD-E) AND ARTISANAL INDUSTRIAL (AI) ZONING DISTRICTS WITH A FUTURE LAND USE DESIGNATION OF TRANSIT ORIENTED DEVELOPMENT (TOD) THAT INCLUDES THE SPECIFIC DEVELOPMENT STANDARDS DESCRIBED IN EXHIBIT B; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM AND TRANSFER OF DEVELOPMENT RIGHTS PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A MIXED USE URBAN PLANNED DEVELOPMENT CONSISTING OF 200 RESIDENTIAL UNITS, A 3,619 SQUARE FEET COMMERCIAL STRUCTURE, AND A FIVE STORY PARKING GARAGE; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Mayor Triolo stated that this was the first reading of an ordinance to establish a mixed use urban planned development pursuant to section 23.3-25 of the City's Land Development Regulations. She announced that it was the first quasi-judicial hearing on this petition. She asked if the Commissioners had any ex parte communications, personal investigations, or campaign contributions to disclose.

Commissioner Robinson said that he had spoken to the developers.

Vice Mayor Amoroso stated that he had spoken to the developers.

Mayor Triolo stated that she had spoken to the developers about the Mid.

Mayor Triolo said that the Commission would take evidence, testimony and public comment on the proposed mixed use urban planned development. She stated that all those giving testimony should raise their right hands and be sworn-in.

Deborah Andrea, City Clerk, swore in all those giving testimony.

Mayor Triolo asked the Director for Community Sustainability or designee, to give the department presentation.

William Waters, Community Sustainability Director, said that there was a slide presentation for consideration of a request by Jeffery Burns of Affiliated Development on behalf of 1017 Lake Ave, LLC for consideration of a Development of Significant Impact, Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit, Sustainable Bonus Program Incentive, and Transfer of Development Rights Incentive to construct a transit-oriented, mixed-use, multifamily development at 1017 Lake Avenue, 101 South East Coast Street, and 201 South East Coast Street. He explained that a Development of Significant Impact was required for a development with over 100 residential dwelling units, which were reviewed by the City Commission and against additional technical review criteria, a Mixed Use Urban Planned Development to construct a transit-oriented, mixed-use, multifamily development, a Major Site Plan for the development of a new mixed-use building in excess of 7,500 square feet, a Sustainable Bonus Program Incentive to increase the floor area ratio (FAR) to a maximum of 3.975, to grant an additional 30 units per acre, and to increase the maximum height to seven stories (82.5 feet). He said that the sustainable bonus allowed for the incentives in exchange for the incorporation of sustainable design features, community-based improvements, and overall design excellence, that there was a Conditional Use Permit to establish a mixed-use master plan greater than 7,500 square feet inclusive of a five-story parking garage and a Transfer of Development Rights Incentive for an additional 10 units per acre. He stated that there would be some regulation exceptions due to the size and layout of the site, which was very long and narrow. He reported that staff recommended approval as the project was consistent with the Comprehensive Plan, the Strategic Plan, the Major Thoroughfare Design Guidelines, the City's LDRs and the specific standards for all conditional uses.

Commissioner Hardy stated that he had had many conversations with the parties and had received campaign contributions.

Commissioner Maxwell said that he not had any conversations with the parties since the project was presented previously.

Mayor Triolo announced that the applicant would give a ten-minute presentation under the City Commission's rules.

Mr. Burns said that the project had been presented for funding and would now be for land use. He stated that the process was moving very smoothly and thanked Mr. Waters and his staff. He said that many projects had been scrapped because of the pandemic. He explained that the Bohemian would be different from the Mid; it would be tailored to urban dwellers who would have the City's amenities at their doorsteps. He iterated that there were challenges due to the shape of the land. He stated that there would be a garage for both the tenants and a public aspect for the Public Private Partnership. He said that there would be a single-story commercial structure on Lake Avenue to allow for a set back into the building and a pedestrian plaza with café seating. He expressed hope that there would be repurposing of the vacant industrial buildings in the area when the Bohemian opened. He said that the units would be smaller and more affordable with the amenities right below. He stated that the average renter would spend money near where they lived, which would have a positive affect on the Downtown area.

Mayor Triolo asked if any affected parties or members of the public wished to make comments.

City Clerk Andrea stated that there were no public comment cards.

Mayor Triolo asked if City Staff had any questions for the applicant.

Mr. Waters said that he did not.

Mayor Triolo asked if the applicant had any questions for City Staff.

Mr. Burns said that he did not.

Mayor Triolo asked if any Commissioners had any questions for staff or the applicant.

1. Vice Mayor Amoroso asked about the conditional uses. He expressed concern about the drainage and asked if anything would be done to address the issue. He asked how many elevators would be on site and if there would be covered walkways because of rainy weather.

Mr. Waters replied that there were conditions related to public services, water and sewer to be met before the Certificate of Occupancy were issued.

Brian Arnold, Civil Engineer and Project Manager from WGI, stated that there would be an exfiltration trench for storage and water quality treatment.

Brian Shields, Civil Engineer and Water Utility Director replied that the site already had adequate drainage.

Mr. Burns said that there would be two elevators and there would be a drop off near the building, but no covered walkways near the retail space.

2. Commissioner Hardy spoke in favor of the project. He asked staff about East Coast Street becoming a one-way street.

Mr. Waters replied that there was a grant application with the Transportation Planning Authority regarding making East Coast Street one way and H Street one way to improve street access.

Commissioner Hardy asked about the size, rental prices and the financing of the apartments, if they adhered to the minimum dwelling space size and how many years the rent would be stabilized for workforce housing.

Mr. Burns responded that the one-bedroom units would be between 500-600 square feet at \$1200-1350 and the two bedrooms would be 800 to 1035 square feet for \$1700-\$1800. He said that they were in the process of negotiating a contract with a home builder in the County for workforce housing; 55 of the 200 units would meet the housing requirements of the County for thirty years.

Commissioner Hardy requested weighting the two bedrooms for the AMI and asked for a commitment.

Mr. Burns stated that the building would have a mix of people, but the transfer would have its own set of requirements mandated by the County.

Commissioner Hardy asked if the separate building would be on a separate parcel and asked about the impact fees.

Mr. Burns replied that it would be one parcel and that the impact fees would be approximately \$1.4 million. He said that the project would cost \$50 million.

3. Commissioner Robinson asked how much the residents would spend downtown and what Transfer Development Rights (TDRs) would be left afterwards. He asked if there was a regulation for the allowable number of each size apartment.

Mr. Burns replied that their average tenant spent \$30,000 in the downtown areas.

Mr. Waters said that there would be over a million of TDRs left after the Bohemian project and there was no regulation about how many of each size apartment would be allowed.

Commissioner Robinson opined that the City should be like Fort Lauderdale and other surrounding cities. He expressed concern about the risk on the City's part, about the area and that there would be more small one bedroom apartments in the building. He said that the project would be subsidized by developers who did not want workforce housing in their own projects. He asked about moving the project more towards the east.



Mr. Burns said that they would not invest \$50 million if they did not believe the project would do well.

Mr. Waters replied that the sidewalk would be moved further east to make it look as though the parking lot was further away.

Commissioner Robinson asked if there had been conversations with the property owners on the street regarding East Coast Street becoming one way.

Mr. Waters stated that Public Works had spoken to the property owners about the development and the potential change in the traffic pattern.

Jamie Brown, Public Works Director, explained that the TPA project would include transitioning H Street to one way northbound and East Coast Street to southbound. He said that there had been a traffic study done to ascertain the best routing.

Commissioner Robinson asked if there was an incentive for the developer to use Lake Worth Beach (LWB) businesses or any incentives for solar.

City Attorney Goddeau replied that there was a provision to encourage the developer to use Lake Worth Beach businesses.

Mr. Waters replied that the project would take advantage of a revenue stream from the Electric Utility.

4. Vice Mayor Amoroso thanked the developers for gambling on LWB.
5. Mayor Triolo expressed excitement about the project. She asked if any of the recommendations from the Commissioners could be incorporated into the design. She said that there should be a conversation about the parking garage and asked City Attorney Goddeau if there would be an issue if any Commissioner had a conflict of interest.

City Attorney Goddeau stated that the Commissioner would have to disclose a conflict of interest and recuse him/herself.

6. Commissioner Hardy asked if there was a commitment from the City for the garage.

Mr. Waters replied that there was a commitment in the previously approved Letter of Intent.

Commissioner Hardy asked what the financial impact would be to add additional elevator shafts and if the parking was angled.

Mr. Burns replied that many units would be lost; similar buildings did not have issues with the elevators. He said that the new elevators were quicker and would be on different sides of the building, and the parking would be angled.

Mayor Triolo asked if staff or the applicant had any further comments or rebuttal evidence to present.

Mr. Waters replied that there were no further comments.

Mayor Triolo announced that the public hearing portion was now closed. She asked if there was a motion on the petition for the mixed use planned development district.

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Hardy to approve Ordinance No. 2020-08 and schedule the public hearing and second reading on June 30, 2020.

Mayor Triolo stated that there was a motion and second and asked if there was any discussion.

Commissioner Robinson spoke in favor of having a successful project, but said that he was not in favor of the current project.

Commissioner Hardy stated that he was very much for the project, which would positively impact the City with property taxes and spending from the residents as well as catalyzing future projects in the area. He said that the project would target a different demographic.

Mayor Triolo thanked the developers and said that downtown started in the traffic circle.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell and Hardy. NAYS: Commissioner Robinson.

#### 4. **ADJOURNMENT:**

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Hardy to adjourn the meeting at 7:27 PM.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Maxwell, Hardy and Robinson. NAYS: None.

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Pam Triolo, Mayor

ATTEST:

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Deborah M. Andrea, CMC, City Clerk

Minutes Approved: July 7, 2020

A digital audio recording of this meeting will be available in the Office of the City Clerk.

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSIONER WORK SESSION - BUDGET DISCUSSION  
BY TELECONFERENCE  
TUESDAY, JUNE 9, 2020  
IMMEDIATELY FOLLOWING THE SPECIAL MEETING**

The meeting was called to order by Mayor Triolo on the above date at 7:42 PM by teleconference from City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** Present were Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Omari Hardy and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

**UPDATES / FUTURE ACTION / DIRECTION**

Revenue and Expenditure Review of all major Funds

Bruce Miller, Financial Services Director, said that there would be a high-level analysis based on a static revenue presentation. He stated that this would give an overview of how the budget was impacted by the economic uncertainty. He said that the ad valorem would increase 1.06% according to the County.

He spoke about the revenues in the General Fund, which would increase by \$638,000 with the CRA allocation to \$9,400,000, local receipts which were ten percent of the revenue, passthrough revenue from the State would be known in a few weeks, Intergovernmental and Transfers which were not in City control. He opined that there would be a cash flow impact rather than a loss of income if there was another wave of the pandemic. He said that there could potentially be a \$300,000 per month impact of COVID was uncertain and that the City would borrow money as protection and develop strategies.

City Manager Bornstein stated that the City was projected to have above eight percent in property valuation increases, but a conservative six percent was used for projections. He said that there were Special Revenue Funds including building and permit fees, which would have a flat revenue; the beach facility provided revenue from parking and rentals.

Mr. Miller said that the City was up almost \$3.9 million, but there could be a potential monthly impact ranging from \$100,000 for the Building and Golf Course to \$330,000 for the Beach Fund and there would be more historical data as time progressed. He stated that the fund balances should be built up, but it would be difficult because of the pandemic.

Commissioner Hardy asked how the monthly cash flow assumptions had been determined and about the cash reserves on hand and the negative fund balances.

Mr. Miller replied that the assumptions came from historical data, but was more an art than a science. He said that there was not flexibility in the Special Revenue Funds because the fund balances were low. He stated that there were different fund balance categories and that retained

earnings did not equal money in the bank. He explained if there were a deficit in a fund, the money would come from the General Fund and would be owed back. He said that there would be fund balance policy written to address the issues with the different funds.

City Manager Bornstein clarified that were there fundamental improvements to be made to the golf course business, such as bringing in a private golf course developer to make it a revenue generator. He said that there were infrastructure problems that the City had not been able to address.

Commissioner Hardy opined that the City should confront the financial issues in the funds and address its underutilized assets.

City Manager Bornstein replied that it was difficult to reprioritize infrastructure issues. He said that there were issues that had been neglected for 20 years that the City was trying to improve.

Commissioner Robinson said that the City might have to invest to get income and it might be worth hiring someone to find ways to generate more income.

Mr. Miller spoke about the revenues for the Enterprise Funds (Electric Utility, Water Utility, Wastewater Utility, Stormwater Utility and Refuse Enterprise Funds) reporting that the revenues would be flat. He focused on the budget drivers for the expenses, which included salaries, health insurance and benefits, pension contributions, net operating expenditures, Information Technology, Property and Liability Insurance, Debt Service and Capital Repair and Maintenance. He stated that there would be increases in all categories.

Mayor Triolo asked about the pension contribution for PBSO.

Mr. Miller said that the pension was closed to new police officers and would be closed out in 18 years.

Commissioner Hardy asked about the differences in the projected revenue and expenditures in the General Fund, about the pension expenses for PBSO and how the contract was negotiated.

Mr. Miller reminded the Commission that there would be different iterations of the budget, which would include new revenue projections from the County and the State. He said that he looked forward to being able to add money to the different fund balances. He said that the City had no control over the pensions.

City Manager Bornstein replied that the contract with PBSO was all-inclusive and the City was obligated to carry some pension from the previous Lake Worth Police Department.

Mayor Triolo stated that there were not many officers left in the old pension, which would sunset. She replied that the Finance Director and City Manager would negotiate with PBSO based on the City's financials.

City Manager Bornstein stated that the City received a letter from PBSO with the projected increase after which negotiations would ensue. He said that the Commission had voted to add

more deputies several years ago at the beach and parks for public safety and PBSO was paying for a code officer.

Mayor Triolo requested receiving the Calls of Service statistics, which although it was higher in LWB, the City paid less because it was a smaller city.

Mr. Miller went over the discretionary versus non-discretionary expenditures, which did not allow for much flexibility in the budget and showed how tight the discretionary spending was. He said that the Building Fund would increase by \$43,000, the Beach Fund would increase by \$115,000, the Golf Fund would increase by \$25,000, the Electric Utility would increase by \$3.24 million due to the increase in debt service for the system hardening and the refinancing of existing debt and could change.

Ed Liberty, Electric Utility Director, said that revenue would grow and expenses decrease because of the power purchase agreements.

Mr. Miller continued with the same growth factors for the other utility funds stating that the Water Utility would increase by \$1.115 million including the debt service, the Local Sewer would increase by \$947,000, the Storm Water Utility would increase by \$447,000 and Refuse would increase by \$177,000. He said that the City would work with the Directors to see how to decrease the expenses to move towards a surplus in the fund balances.

Commissioner Hardy said that the Commission should know what the real consequences would be to cutting the budget.

City Manager Bornstein stated that the Library staff was working full time but the library hours were cut to facilitate the new direction of the programs.

Lauren Bennett, Leisure Services Director, explained that Library staff were bringing the library to the community to reach more people rather than waiting for people to come to the library.

Mr. Miller said that the Building Fund was very healthy and was projected to have a surplus, the Beach Fund broke even last year and a deficit was projected, the Golf Fund projected a deficit and the Utility Funds were waiting for the rate analysis to be completed.

Mayor Triolo asked Mr. Liberty if there would be an update regarding the non-payment trends and when FPL would resume cutting service.

Mr. Liberty replied that the expected revenues should increase and the EU would not add more debt service than it could afford. He said that approximately 15% of all utility bills were in arrears and were increasing, totaling \$980,000. He stated that some customers were paying their bills and that FPL could resume cuts on July 1.

City Manager Bornstein stated that there would be a survey of when different muni-providers would resume cuts.

Commissioner Robinson asked when the rate study would be done.

Mr. Liberty responded that they were waiting for the audited numbers and there would be indications, but the final study would take a few months.

Commissioner Hardy asked if there were differences in the numbers Mr. Liberty presented at EU meetings and what was shown in the budget work session.

Mr. Liberty replied that for budget purposes, the natural gas numbers were conservative.

Mayor Triolo stated that the deficit was for all of the utilities combined, not just the electric.

Mr. Miller said that the purpose of the conversation was to see the impact of expenses on the budget and that fund balance would not be used to prop up the budget. He said that the next work session would have the Capital Budget and ongoing maintenance and repair. He announced that he had hired some new employees who were working on the budget process.

**DIRECTION:**

Next Steps

**ADJOURNMENT:**

The meeting adjourned at 9:15 PM.

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Pam Triolo, Mayor

ATTEST:

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Deborah M. Andrea, CMC, City Clerk

Minutes Approved: July 7, 2020

A digital audio recording of this meeting will be available in the Office of the City Clerk.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** July 7, 2020

**DEPARTMENT:** Financial Services  
Human Resources

**TITLE:**

Agreement with ADP for the payroll processing and time keeping services

**SUMMARY:**

The Agreement authorizes ADP, LLC to provide the payroll processing and time keeping services for the City of Lake Worth Beach for not to exceed \$3,600 one-time cost for implementation and up to \$60,000 annually dependent on the number of employee payrolls processed.

**BACKGROUND AND JUSTIFICATION:**

Human Resources and Financial Services Department requested proposals from qualified firms to provide Payroll Processing and Timekeeping Services, to include processing and maintaining records for time, attendance, payroll, and personnel for the City's employees, including required local, state, and federal reporting requirements for human resources, accounting, taxes, and benefits. It is the intention of the City to enter into the long term agreement for the services for five (5) consecutive years with the possibility of extension dependent on the City's requirements.

Under this Agreement, the City creates and maintains employee files while the Contractor provides all other related services. The City will continue to be responsible for maintaining the accuracy of employee files, input of employee information, time and individual deductions; starting, editing, and closing individual payroll processes; processing monthly invoices for most benefits; and input of applicant information. The Contractor will be responsible for processing bi-weekly payroll, submitting direct deposit and tax information, printing checks and direct deposit advices, reconciling and printing W2s, state payroll tax reporting, local payroll tax reporting, and reporting/payment of wage garnishments and other related services.

The City received a total of 5 responses on November 26, 2019. The Evaluation Committee comprised of management representatives from Human Resources, Financial Services and Public Works department evaluated 5 proposals. Proposal submitted by ADP, LLC was the highest scoring responsive and responsible respondent and is being recommended for an award. The project implementation shall start in July 2020 and shall be completed by fall 2020.

**MOTION:**

Move to approve/disapprove the Agreement with ADP, LLC for the payroll and time keeping services with implementation costs of \$3,600 and not to exceed \$60,000 annually.

**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	0	0	0	0	0
Operating Expenditures	13,600	60,000	60,000	60,000	60,000
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	13,600	60,000	60,000	60,000	60,000
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
520-1331-513.34.50	Contractual Services		81,000	18,807.90	13,600	5,702.90

**C. Department Fiscal Review:** Bruce Miller, Financial Services Director, Loren Slaydon, Human Resources Director



ADP, LLC: (referred to herein as "ADP")

One ADP Boulevard  
Roseland, New Jersey 07068  
United States

Client: (referred to herein as "Client")

City of Lake Worth Beach  
7 N Dixie Hwy

(Effective Date)

Lake Worth, FL 33460, United States

Attention  
PURCHASING DIVISION

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this ADP Workforce Now Master Services Agreement.

ANNEX A:	GENERAL TERMS AND CONDITIONS
ANNEX B:	PAYROLL, EMPLOYMENT TAX, WAGE PAYMENT AND EMPLOYMENT VERIFICATION SERVICES
ANNEX C:	TIME AND ATTENDANCE SERVICES
ANNEX X:	HISTORY CONVERSION SERVICES (**Additional terms and Conditions if Client requires Services to be performed by ADP Professional Services)

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

This Agreement includes the Annexes related to the services selected by Client. Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

ADP, LLC		CLIENT	
_____ (Signature of Authorized Representative)		_____ (Signature of Authorized Representative) Pam Triolo	
_____ (Name - Please Print)		_____ (Name - Please Print) Mayor	
_____ (Title)	_____ (Date)	_____ (Title)	_____ (Date)

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



**1 Definitions.**

- 1.1 “**ADP**” has the meaning set forth on the cover page.
- 1.2 “**ADP Application Programs**” means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.3 “**ADP Workforce Now**” means ADP’s web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.4 “**Agreement**” means this ADP Workforce Now - Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, all exhibits, annexes, addendum, appendices and schedules, and each amendment, if any.
- 1.5 “**Affiliate**” means any individual, corporation or partnership or any other entity or organization (a “**person**”) that controls, is controlled by or is under common control of a party. For purposes of the preceding definition, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
- 1.6 “**API**” means ADP approved application programming interface(s) that support point to point interaction of different systems.
- 1.7 “**Approved Country**” means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The Approved Country for the Services is the United States.
- 1.8 “**Business Day**” means any day, except a Saturday, Sunday or a day on which ADP’s bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.9 “**Client**” has the meaning set forth on the cover page.
- 1.10 “**Client Content**” means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.
- 1.11 “**Client Group**” means Client and Client’s Affiliates who are receiving Services under this Agreement pursuant to a Sales Order.
- 1.12 “**Client Infringement Event**” means (i) any change, or enhancement, or use of, the Services made by Client or a third party on behalf of Client other than at the direction of, or as approved by, ADP, or (ii) Client’s failure to use the most current release or version of such computer software programs included in the ADP Application Programs, or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client)..
- 1.13 “**Confidential Information**” means all information of a confidential or proprietary nature, including pricing and pricing related information and all Personal Information, provided by the disclosing party to the receiving party under this Agreement but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- 1.14 “**Documentation**” means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.15 “**General Terms and Conditions**” means the terms and conditions contained in this Annex A.
- 1.16 “**Gross Negligence**” has the meaning set forth in Section 7.3.1.
- 1.17 “**Improvements**” has the meaning set forth in Section 5.4
- 1.18 “**Incident**” means a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client’s Personal Information.
- 1.19 “**Indemnitees**” has the meaning set forth in Section 6.3
- 1.20 “**Indemnitor**” has the meaning set forth in Section 6.3.
- 1.21 “**Intellectual Property Rights**” means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.22 “**Internal Business Purposes**” means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.
- 1.23 “**NACHA**” means the National Automated Clearing House Association.
- 1.24 “**Payee**” means any intended recipient of payments under the Payment Services and may include Client’s employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client’s employees and independent contractors.
  - 1.25 “**Payment Services**” means any Services that involve electronic or check payments being made by ADP to third parties on Client’s behalf and at its direction.
- 1.26 “**Personal Information**” means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity.
- 1.27 “**Price Agreement**” means a supplemental agreement between the parties that addresses future price increase rates on certain Services over a specific period of time.
- 1.28 “**Sales Order(s)**” means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.29 “**Services**” means the services (including implementation services related thereto) listed in any Sales Order, and such other services as the parties may agree to be performed from time to time.
- 1.30 “**SOC 1**” means any routine Service Organization Control 1 reports.
- 1.31 “**Termination Event**” means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed over a party’s business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise



obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.

**1.32 "User"** means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.

## 2 Provision and Use of Services

- 2.1 Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services. In the event a Client migrates from any other ADP service or platform, Client consents to ADP transferring Client data from such platform to ADP Workforce Now.
- 2.3 Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Country. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the United States only and ADP makes no representation or warranty that access and use of the Services from outside the United States by Client employee managers and/or other Users who are not physically located in the United States comport with any local laws, regulations, or directives in any other country. Should Client or any of its employees or Users seek to access and use the Services outside of the United States, Client, and not ADP, shall be solely responsible for compliance with all laws and governmental regulations required under any applicable employment, labor and taxing laws and regulations and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the United States..
- 2.4 Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 Records.** Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

## 3 Compliance.

- 3.1. Applicable Laws.** Each party will comply with applicable laws and regulations that affect its business generally, including any rule and regulations applicable to ADP regarding export controls and trade with prohibited parties.
- 3.2. Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3. Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4. Data Protection Laws.** Client represents that Personal Information transferred by Client or at Client's direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it shall only process the Personal Information as needed to perform the Services, or as required or permitted by law.

## 4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor



such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.
- 4.3 Transfer.** The Services may be performed by ADP Affiliates or subcontractors located in other countries, and ADP may transfer or permit access to Client's Confidential Information, including employees' Personal Information, for the purposes of performing the Services outside of Canada and the United States of America. As a result, Client's employees' Personal Information may be subject to the laws of such jurisdictions and may be accessible to the courts and law enforcement authorities of those jurisdictions. Notwithstanding the foregoing, ADP will remain responsible for any unauthorized disclosure or access of Client's employees' Personal Information by any ADP Affiliate or subcontractor in the performance of any such Services.

## 5 INTELLECTUAL PROPERTY

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs

## 6 Indemnities

- 6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Section 6.3 and 7, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service.
- 6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.
- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no



obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

## 7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year (the "**Ordinary Cap**"). ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages (monetary or otherwise) arise from a breach of Section 4.1 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate limit on monetary damages in any calendar year under this Agreement exceed twelve (12) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year.
- 7.3 Matters not Subject to Either Cap.** The limitations of liability set forth in Sections 7.1 and 7.2 shall not apply to:
- 7.3.1** Either party's Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, "Gross Negligence" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;
  - 7.3.2** The infringement indemnity set forth in Sections 6.1 and 6.2;
  - 7.3.3** Client's obligations to pay the fees for Services;
  - 7.3.4** ADP's obligations to provide credit monitoring and notifications as set forth in Section 10.2;
  - 7.3.5** Client's funding obligations in connection with the Payment Services;
  - 7.3.6** ADP's loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
  - 7.3.7** In connection with the Employment Tax Services as provided in Annex B, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this subsection 7.3.7 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.
  - 7.3.8** Client's use or access of the Services and/or ADP Application Programs outside of the Approved Countries
- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the Services.
- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

## 8 WARRANTIES AND DISCLAIMER

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.



## 9 SECURITY AND CONTROLS

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Application Programs utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has established and will maintain an information security program containing appropriate administrative, technical and physical measures to protect Client data (including any Personal Information therein) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

## 10 DATA SECURITY INCIDENT

- 10.1 Notification.** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information (an "**Incident**"), ADP will take appropriate actions to contain, investigate and mitigate the Incident. ADP shall notify Client of an Incident as soon as reasonably possible.
- 10.2 Other ADP Obligations.** In the event that an Incident is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

## 11 PAYMENT TERMS

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services as set forth in the Sales Order. Unless there is a Price Agreement in effect, the fees set forth in the Sales Order will remain fixed during the first six (6) months following the Effective Date and thereafter, ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 Additional Services and Charges.** If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and (iii) those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client upon the go-live date for such Services. However, if this Agreement or any Service are terminated after implementation services have started but before the go-live date, the greater of the following amounts shall be immediately due and payable by Client: (i) implementation fees for implementation services performed up to the date of termination; or (ii) thirty percent (30%) of the total Implementation Fees set out in the Sales Order.
- 11.4 Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping Travel and out-of-pocket expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) banking day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP



Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.

**11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a “**Change Control Item**”), the parties shall address such change request, if possible via ADP’s change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

## **12 Term; Termination; Suspension**

**12.1 Term; Termination for Convenience** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Subject to the terms of any Price Agreement, either party may terminate this Agreement or any Service upon ninety (90) days’ prior written notice to the other party (except as otherwise set forth in any Annex herein). In the event Client does not provide ADP with the proper notice as set forth in the previous sentence, Client shall pay ADP for any fees for Services that would have been incurred by Client during such notice period (calculated based on an average of the prior six months of invoices for such terminated Services, or shorter period of time if there has been less than six months of invoices).

**12.2 Termination for Cause.** Either party may terminate this Agreement for the other’s material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.

**12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client’s account(s) or credits for Client’s behalf for any reason or (ii) the authorization to debit Client’s account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP’s possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client’s behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client’s third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the 31st day following suspension.

**12.4 Post Termination.** At any time prior to the actual termination date, Client may download Client’s information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate.

## **13 Reserved.**

**14 Additional Terms.** In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply.

**14.1 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional terms apply to the ESS & MSS Technology:

**14.1.1** Client acknowledges that Client’s employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client’s employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

**14.2 ADP Marketplace.** ADP Marketplace enables Client to build applications and/or purchase available applications via an online store and provides access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):

**14.2.1 Transmitting Information to Third Parties.** In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any



consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

- 14.2.2 Use of the ADP APIs.** Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

## 15 Miscellaneous

- 15.1 Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.
- 15.2 Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15.3 Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.
- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.





- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.14 Communications Regarding Offers.** In connection with the Services, with the exception of employees and/or participants outside of the United States, ADP may from time to time identify products and/or services that will benefit Client's employees and/or participants (collectively, "Offers"). In order to extend such Offers to Client's employees and/or participants, Client agrees that ADP may use Client's employee and participant contact information, including email addresses for such purpose. Upon thirty (30) days' prior written notice, Client may elect for ADP to cease sending future Offers to its employees and/or participants. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional Offers from ADP.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof and to ADP at 15 Waterview Boulevard, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the cover page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.



- 1 **Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions and also including the following:
  - 1.1 **ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
  - 1.2 **ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and Payroll Card Services and Wisely Now Services (if Client purchases Payroll Card Services and/or Wisely Now Services, the additional terms set forth in Annex J shall apply to such services).
  - 1.3 **Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
  - 1.4 **Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.
  
- 2 **ADP Wage Payment Services.** The following additional terms and conditions apply to the ADP Wage Payment Services:
  - 2.1 **Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
  - 2.2 **Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
  - 2.3 **Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
  - 2.4 **Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
  - 2.5 **Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.
  - 2.6 **ADPCheck Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early check cashing fee against Client. With respect to ADPChecks drawn on an ADP bank account, to request a stop payment, Client shall provide ADP with a written stop payment order request in the form provided by ADP and ADP shall place a stop payment order in accordance with its standard operating procedures. Client is also responsible for any damages related to any theft of misappropriation of any ADPCheck, including by Client, its employees or payees.
  - 2.7 **Full Service Direct Deposit (FSDD).** Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.
  
- 3 **ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:
  - 3.1 **Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details
  - 3.2 **State Unemployment Insurance Management.** Subject to Section 15.7 of Annex A, Client's compliance with its obligations in Sections 3.2.1 and 3.2.2 herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("SUI Management Services") within the time periods established by the relevant unemployment compensation agencies.



- 3.2.1 Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
- 3.2.2 Transfer of Data.** Client may transfer the information described in Section 3.2.1 to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
- 3.2.3** Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 4 of Annex A, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

**4 Employment Verification Services.** To the extent Client has not opted out of receipt of Employment Verification Services, the terms in this section will govern Client's use of the Employment Verification Services and Employee Authorized Disclosure:

**4.1 Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.

- 4.1.1 "FCRA"** Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
- 4.1.2 "Verification Agent"** has the meaning set forth in Section 4.2.1.1
- 4.1.3 "Verification Data"** has the meaning set forth in Section 4.2.1.1.
- 4.1.4 "Verifiers"** has the meaning set forth in Section 4.2.1.1.

**4.2 Additional Terms.** To the extent Client has not opted out of receipt of Employment Verification Services, the following additional terms and conditions shall apply:

**4.2.1 Verification Services and Authorization as Agent.**

**4.2.1.1** ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

**4.2.1.2 Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.

**4.2.1.3 Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers").** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

**4.2.1.4 Archival Copies.** Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

**4.2.1.5 Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.



**4.2.1.6 Employee Authorized Disclosure.** ADP may disclose or use Personal Information of Client's employee where such employee requests and consents to the disclosure for the employee's personal benefit (e.g., to verify an employee's identity in connection with a bank account application).



- 1 **ADP Time & Attendance Services.** ADP will provide Client with those time & attendance services delivered via ADP Workforce Now including ADP Workforce Now Essential Time, ADP Workforce Now Enhanced Time or ADP Enterprise eTime (“**ADP Time & Attendance Services**”). For hosted ADP Workforce Now Enhanced Time and ADP Enterprise eTime products only, additional license terms are available at [www.adp.com/timlicenseterms](http://www.adp.com/timlicenseterms). ADP Time & Attendance Services are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.
- 2 **Time & Attendance Hardware.** If ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the “Time & Attendance Hardware”) as described in the Sales Order, the following terms will apply:
  - 2.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer’s product documentation and other written instructions provided to Client by ADP.
  - 2.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP’s prior consent. All right and title in the Time & Attendance Hardware are procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP’s instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not promptly returned, Client agrees to purchase same at fair market value. Repairs and replacements required as a result of any of the following shall not be included in any maintenance services and shall be charged at ADP’s then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Time & Attendance Hardware; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.
  - 2.3 **Maintenance Fees.** Maintenance services for the Time & Attendance Hardware apply automatically to Time & Attendance Hardware obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Time & Attendance Hardware under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client’s request will be subject to ADP’s then current charges for such services.) No Time & Attendance Hardware maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Time & Attendance Hardware relating to maintenance services.
  - 2.4 **Maintenance Services.** ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP’s or its designee’s option, without charge for parts or labor, provided that the Time & Attendance Hardware has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement or other accompanying documentation including, but not limited to, Client’s Sales Order provided by ADP or its designee and has not been subject to abuse or tampering.
- 2.5 **Biometrics.**
  - 2.5.1 **Definitions.**
    - 2.5.1.1 **“Biometric Data”** includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
    - 2.5.1.2 **“Biometric Identifier”** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
    - 2.5.1.3 **“Biometric Information”** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.
    - 2.5.1.4 **“Biometric Services”** means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
    - 2.5.1.5 **“Biometric User”** means Client’s employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.
  - 2.5.2 **Additional Terms.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client’s use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such laws and regulations in accordance with this Agreement and Section 3.2 of the Annex A. In the event Client is unwilling to comply with laws and regulations relating to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:
    - 2.5.2.1 **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):
    - 2.5.2.2 **Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client’s policy with respect to the use of Biometric Data. Such policy will include:



- 2.5.2.2.1 a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;
- 2.5.2.2.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and
- 2.5.2.2.3 any additional requirements as required by applicable law.
- 2.5.2.3 **Biometric User Notice and Consent.** Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including:
  - 2.5.2.3.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
  - 2.5.2.3.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and
  - 2.5.2.3.3 if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
- 2.5.2.4 **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
- 2.5.2.5 **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
- 2.5.3 **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
- 2.5.4 **Additional Termination Provisions for Biometric Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.



1. **FSSO Generally.** ADP will provide Client with federated single sign on capabilities (“FSSO”) that will allow Client to internally control the identity management and procedures with respect to end user provisioning/de-provisioning, authenticating, authorizing and enabling its designated employees (“Participants”) to access certain products and services in the U.S. from ADP under this Agreement that involve electronic communication between ADP and designated employees of Client via internet or similar computerized means (each such ADP product or service shall be referred to herein individually as an “ADP Service,” and collectively as the “ADP Services”). ADP will be entitled to rely upon and to accept as authentic the credentials (as more fully described below, the “Identifying Credentials”) of each Participant and then provide access to the ADP Services commensurate with the access level assigned to the Identifying Credentials by the Client.
2. **Authentication/Authorization.**
  - 2.1. Client will be solely responsible and liable for enforcing the terms of this FSSO Amendment with respect to the Participants. The Federated User Identity (the “FUI Feature”) will be for (i) the sole purpose of creating and providing to Participants a login for accessing the intended ADP Services, and (ii) Participants’ use of same will comply with all applicable laws.
  - 2.2. Client will be solely responsible for the establishment, implementation and oversight of the rules, requirements and procedures relating to the provisioning, de-provisioning, distribution, selection, use and safeguarding of the Identifying Credentials (such as the usernames and passwords) and for the verification of the identity of each Participant and its respective level of access authorization for each ADP Service. Client will be solely responsible for the determination of the adequacy of any and all particular security procedures and policies to be utilized with respect to the FUI Feature, including any specifics contained herein, and that ADP shall not have any responsibility to authenticate Participants or otherwise verify their identity or authorized access levels (but ADP shall nonetheless retain the right to reject assertions as provided in Section 2(h)). ADP is therefore relying on the Client to utilize ‘industry best practices’ in regards to server security, password policies, user provisioning and de-provisioning, and the creation of persistent, unique and static user name. Client will use the FUI Feature in accordance with the reasonable instructions and reasonable policies established by ADP from time to time and communicated to the Client.
  - 2.3. The Parties agree that the FUI Feature shall solely utilize “Security Assertion Mark-up Language” (“SAML”) or Open ID Connect (OIDC) and the processes required thereby or any other method mutually agreed by the parties in writing. As of the date of this Agreement, detailed information applicable to SAML and its use is located at the following internet site: <https://www.oasis-open.org/standards#samlv2.0> and detailed information applicable to OIDC and its use is located at the following internet site: <http://openid.net>. Client is responsible for procuring, at its own expense, all hardware and software necessary to utilize the FUI Feature. ADP also reserves the right to further the security of the assertion or token through the use of such technologies that support digital signing. Client shall digitally sign the assertion or token being provided to ADP. This signing is in support of a trusted and non-repudiation arrangement. Exhibit A below sets forth the information to be collected, transmitted and validated as part of the assertion messages under the FUI Feature. Client agrees that it will utilize the above security methods for the secure transport to the identity consumer.
  - 2.4. Based upon the targeted ADP Services, those employees of Client who are administrators in connection with the receipt of ADP Services (or positions of similar purpose or intent) will be able to federate to access their personal information. For administrator functionality, such Client employees who are administrators will continue to register to ADP’s identity management system in order to receive ADP credentials required for accessing and performing higher risk administrative functions.
  - 2.5. For SAML, Communication between ADP FSSO and Client’s internal network may only occur with an X509 Certificate, issued and signed by an ADP-approved certificate authority (CA). ADP will not accept any self-signed certificates for encryption and signing purposes. For OIDC, ID Tokens must be signed using Json Web Signature [JWS].
  - 2.6. Client agrees to maintain the privacy of Identifying Credentials associated with ADP Services. Client is fully responsible for all activities that occur under Client’s or any Participant’s password. Client agrees to (i) immediately notify ADP of any unauthorized use of Identifying Credentials or the ADP Services or any other breach of security, and (ii) ensure that Client and any Participants exits the browser at the end of each federated session. ADP shall not be liable for any damages incurred by Client, any Participant or any third party arising from Client’s failure to comply with this section 2.6.
  - 2.7. Upon request, Client can configure ADP FSSO in a Third Party Identity Provider (the “IDP”). Client shall ensure that the third party IDP adheres to all FUI Features documented herein. ADP will review with the IDP before relying on third party self-signed certificate or verify that the IDP is a certified authority with a valid certified authority certificate. Client will ensure that any IDP cooperates fully with any requests by ADP in connection with such review. ADP may, in its sole discretion, reject use by Client of any IDP or any assertions provided by such IDP at any time. Client shall be liable for, and shall indemnify ADP against, any



loss, liability, claim, damage or exposure arising from or in connection with any actions or activities by or relating to such IDP.

**3. Implementation.**

- 3.1. The Parties will, at their own respective cost and expense, work with each other in order to coordinate the testing and implementation of the FUI Feature, to include such activities as: (i) agreeing (to the extent not already agreed to herein) to the standard format for sharing authentication information between the Parties' systems; (ii) any necessary Client programming to meet the requirements of the FUI Feature; (iii) implementation of any required idle timeout, account linking, session management, and global logout techniques; (iv) joint testing of the solution; and (v) scheduling and coordinating the implementation of such solution.
- 3.2. The Parties will, at their own respective cost and expense, coordinate efforts to implement an end user support process which will act on the behalf of the Participants in order to investigate and answer any inquiries which may result from, relate to or be affected by the implementation or utilization of the FUI Feature.
- 3.3. Client will provide reasonable cooperation to assist with any additional network security features reasonably determined by ADP to be necessary to enhance the Internet facing FUI Feature.
- 3.4. Client agrees to immediately notify ADP of any security breach of the Client's internal system which provisions and/or stores the Participants with credentials to access the ADP Services through the FUI Feature. It is expected that the Client has an identity management system in place with appropriate security logging, retention, and transaction sharing processes in place. Client agrees to share any appropriate logs required for ADP to complete any necessary forensics in the event of a security incident. It is therefore expected that any logs would be available for at least six months. The notification referred to above may lead to the joint decision to cease all Participants' access (either directly or indirectly) to the ADP Services until the security issues are resolved to both parties mutual agreement. Client will also be willing to assist in any security breaches and or emergencies requested by ADP.
- 3.5. Client agrees to document for its former employees the process such former employees (provided by ADP to Client) to reregister with ADP for access to any ADP Services that the employee has the rights to beyond the employee's employment.

**1 FSSO Client Indemnity.** Client agrees to indemnify and hold harmless ADP from and against, and pay and reimburse ADP for any and all claims, costs, losses, damages or liabilities to the extent resulting from the utilization by Client or Participants of the FUI Feature or any unauthorized access to or use of the ADP systems or services through the FUI Feature. The foregoing obligations of Client shall not be limited by any liability provisions contained in the Agreement.

**2 Termination/Transition.** In the event of termination of the FUI Feature for cause by ADP, ADP will use reasonable efforts, in cooperation with Client, to convert the provision of the then continuing Covered Services to ADP's standard security authentication systems, but ADP will not be responsible for any consequences or damages to Client resulting from unavailability of the Covered Services to Client or Participants while such reasonable efforts are being made by ADP. In addition to any other termination rights under the Agreement, ADP may terminate this FSSO Amendment upon sixty (60) days prior written notice to Client in the event that ADP will no longer be supporting the ADP Services generally for clients.

**Attachment 1 to Annex V**

Information Collected as Part of the Assertion Message:				
Client/Company		Client Specific Federation		
User code (Person Immutable)		Service Feature (target application)		
Attributes requested in the Assertion Process:				
SAML Attribute Name	Description	Format	Type	Notes
Person Immutable ID	Immutable employee	X(100)	String	Must be between 1 and 100 alphanumeric characters. Must not be government issued identifier Must be immutable and must never be changed or reused. Must not be null Required on all FUI sent to ADP.
Additional Requirements:				
A person or person(s) at Client and at ADP will be designated by position and/or title to be the emergency				





contact that will be responsible for dealing with any security incidents that may arise.

Client shall ensure timely notification and regular updates to ADP emergency contact in the event of a security incident that could impact ADP.

Client's identity provider system must be configured so that only those users that are eligible for ADP's Services will be eligible for federation to ADP's systems. Identities being asserted to the ADP's systems must be limited to that group.

**ADP shall provide to Client certain history conversion professional services as indicated on the Sales Order (the "History Conversion Services"). As a condition to receiving the History Conversion Services, Client will be subject to the additional terms and conditions of this Annex X. The following History Conversion Services are intended for Clients with 150-999 active employees and have no more than 5,000 terminated and active records.**

- 1 ADP Resources.** ADP shall select resources including subcontractors that, in ADP's reasonable business judgment, are qualified to perform the History Conversion Services, and in the case of subcontractors have entered into an appropriate written agreement with ADP (each an "ADP Resource"). The ADP Resources are and shall be, notwithstanding anything to the contrary contained herein, ADP's employees or contractors, and shall not for any purpose be considered Client's employees. ADP or its subcontractor shall be solely responsible for the payment of the salaries of such ADP resources and all matters relating thereto (including the withholding and/or payment of all federal, state and local income and other payroll taxes), worker's compensation, disability benefits, medical and other insurance-related benefits and all such additional legal requirements applicable to employees of ADP or such subcontractor.
- 2 Client Obligations:** As a prerequisite to receiving the History Conversion Services (the "Project"), Client agrees that (a) it has sufficient resources to allocate to the Project; (b) it will provide access to prior vendor data in order to perform an extraction of data (access may include either extraction of data related to the history conversion or via PDF reports, or registers; (c) it will perform an audit of converted data and review internally, in accordance with the timeline set forth in Section 6 below; (d) it will consent to the direct import of the converted check history data files into ADP Workforce Now; (e) it will ensure that all employees with data to be converted be loaded into ADP Workforce Now (to include prior year terminated employees) in advance of the import of check history data; (f) it will provide ADP a single point of contact for data extraction from a prior single vendor database (if multiple points of contact are required which necessitates additional data extraction work efforts and/or separate security access rights for the external viewer provided by ResNav Solutions, such additional work efforts would be subject to additional fees). All other historical data items will be loaded to an external history viewer as described in [Attachment 1](#).  
  
In addition, with respect to Check History Conversion Services only ("Check History"), Client agrees that it will complete and validate the data mapping and shall be responsible for final review of data during mapping process. If ADP discovers errors in the data mapping following Client's final validation and submission, corrections to the Check History data may be required. In connection therewith, additional fees may be charged by ADP in order to correct such errors in addition to the fees described in Section 4 hereof.
- 3 Fees and Expenses.** Client shall pay ADP for the History Conversion Services at the rates specified in the Sales Order. Additional items discovered or modifications may result in additional fees which will be billed under a separate statement of work.
- 4 Description of Services.** The History Conversion Services shall include one or more of the Services set forth in Attachment 1 to this Annex X set forth below. History Conversion Services includes four (4) hours of virtual training (all training is done remotely via internet and/or telephone). History Conversion Services do NOT include the conversion or import of any documents.
- 5 Billing:** If applicable, ADP shall invoice Client for any History Conversion Services fees upon the completion of the Services, unless such History Conversion Services will be provided over a time period which exceeds thirty (30) days, in which case ADP reserves the right to invoice Client on a monthly basis for such Services rendered. ADP shall invoice Client in the same manner for any associated expenses incurred by ADP Resources.
- 6 Completion of History Conversion Services.** Upon completion of the History Conversion Services, Client will immediately notify ADP if the History Conversion Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The History Conversion Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of the History Conversion Services.
- 7 Additional Termination Provisions.** The provisions of this paragraph supplement the termination provisions contained in Section 12 of Annex A and shall govern with respect to the History Conversion Services. Either party can terminate History Conversion Services at any time for any reason by providing at least ten (10) days'



advance written notification to the other party. Upon termination of the History Conversion Services by either party for any reason, all fees and expenses for the History Conversion Services incurred by Client prior to the termination date shall become immediately due and payable.



**Attachment 1 – Description of Available History Conversion Services**

CONVERSION SERVICE	DESCRIPTION
<b>Check History</b>	<p><b>Includes:</b> Net/Gross Salary, Taxes, Deductions, Hours, Hours &amp; Earnings Codes.</p> <p>History data files will be created and imported into ADP Workforce Now for Client practitioner level access only (not individual employee access).</p>
<b>Pay Rate History</b>	<p><b>Includes:</b> Position ID, Change Effective On, Compensation change Reason, Rate Type, Rate 1 Amount, Standard Hours, Pay Frequency Code, Rate 2 Amount, Rate Currency, Annual Salary.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p>
<b>Position History</b>	<p><b>Includes:</b> Job Title, Department, Business Unit, Location, Assigned Shift, Full time Employee, Pay Grade, Job Class, Salary Structure, Allocation, Union, FLSA, Workers Compensation, Scheduled Hours, Hours period, EEO Job Class, Cost Number, Management Position, Reports to Position ID.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
<b>Benefits History (Employee Benefit Selection)</b>	<p><b>Includes:</b> Employee level Benefit selection data included: Plan Type and Name, Coverage Level, Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not include company level detail for Benefit plans.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
<b>Benefits / Dependent History</b>	<p><b>Includes:</b> Employee Level Dependents, Including: Dependent Tax ID, Relationship, Name, Address, Gender, Birth Date, Type, Status, Enrollment Start and End Dates, Plan Name and type, Plan Provider Name, Coverage level, Benefit Status.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
<b>Time &amp; Attendance History</b>	<p><b>Includes:</b> Employee Time Zone, Pay Rule, Punch Date, Punch In/Out Times &amp; Codes, Totaled Amount, Cumulative Total, Reason/Details.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>

**Loading History Data Using ResNav Solutions.** History data will be loaded to an external history viewer provided by ResNav Solutions, a standalone system, which allows Client to retain history from its legacy systems. History Viewer URL access will be provided to Client practitioner for login with password. Access to History Viewer will be at the practitioner level only (not individual employee access).

**Automated Export Services.** The Automated Export Services associated with History Viewer, applies to the custom report that loads data from the ADP Application Platform to the History Viewer on a one time daily basis. The data loaded from the ADP Application Platform to the History Viewer is specific to pay rate, status and position data only. This enables joint reporting from History Viewer for both current and historical employee data. ResNav Solutions shall setup the custom report under a specific practitioner during the history conversion process and the ADP integration team shall initiate the automation of the report.

**ADDENDUM**  
to  
**ADP WORKFORCE NOW – MASTER SERVICES AGREEMENT**  
between  
**ADP, LLC**  
and  
**City of Lake Worth Beach**

This Addendum, made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between ADP, LLC (“ADP”) with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and City of Lake Worth Beach, having a principal place of business at 7 N Dixie Hwy, Lake Worth, FL 33460 (“Client”), contains changes, modifications, revisions and additions to the ADP Workforce Now – Master Services Agreement dated of even date herewith between ADP and Client (the “Agreement”).

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 8 of **Annex A – General Terms and Conditions** of the Agreement, entitled **“WARRANTIES AND DISCLAIMER”**, is hereby amended as follows:
  - a. Replace “Section 8.2 DISCLAIMER” with “Section 8.3 DISCLAIMER”
  - b. Add the following as new section 8.2:

**“Additional ADP Warranties.**

    - i. **Performance of Services.** ADP warrants that it will perform the Services in a good, diligent and professional manner, utilizing personnel with a level of skill commensurate with the Services to be performed, and will perform its obligations under the Agreement with reasonable care, and in accordance with prevailing industry standards,
    - ii. **Conformance to Specifications.** ADP warrants during the term of the Agreement that the ADP Application Programs will conform in all material respects to the published Documentation, if any.
    - iii. **Licensure.** ADP represents and warrants that it has obtained all material licensing or certification requirements required for the Services provided pursuant to this Agreement and covenants that ADP will maintain such licenses and certifications in effect throughout the term of this Agreement.
2. Section 11.4 of **Annex A – General Terms and Conditions** of the Agreement, entitled **“Invoicing”**, is hereby amended by adding the following to the end of the section: “Client must notify ADP in writing of any disputed amounts in the invoices prior to the due date and all disputed amounts shall be paid by Client within five (5) days from the date such dispute is resolved by ADP and Client.”
3. Section 11.7 of **Annex A – General Terms and Conditions** of the Agreement, entitled **“Postage, Shipping Travel and out-of-pocket expenses”**, is hereby amended by inserting “pre-approved” between “reasonable” and “travel and out of pocket”
4. Section 11 of **Annex A – General Terms and Conditions** of the Agreement, entitled **“PAYMENT TERMS”**, is hereby amended by adding the following as new subsections 11:10 and 11.11:

**“11.10 Non-Appropriation.** All direct and indirect financial obligations of Client under this Agreement are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of Client's governing body. In the event Client's governing body does not appropriate sufficient funds to meet Client's obligations under this Agreement for the ensuing fiscal year, then Client shall promptly give

notice to ADP of such failure to appropriate funds and this Agreement shall terminate on October 1 of the year for which the non-appropriation occurred; provided, however, that Client will remain responsible for any amounts due ADP for services provided up to the date of termination and previously appropriated by Client. The parties agree that ADP is not obligated to provide any services that exceed the amount appropriated by Client for such services.

**11.11 Invoice Audit.** During the term of the Agreement and for a period of three (3) years following termination of the Agreement, ADP shall make available, upon written request by Client, the contract, and books, documents and records necessary to certify the nature and extent of the invoices issued to Client associated with providing services under the Agreement. Client shall provide reasonable, prior written notice to ADP of its intent to review such records, and any such review shall occur at ADP's offices, during business hours, or at such other address mutually agreed to by Client and ADP. Such Client audits may not be performed more than once every twelve (12) month period, unless, the State or other government agency audits the Client more frequently and Client reasonably believes it must invoke this audit right to comply."

5. Section 7 of **Annex A – General Terms and Conditions** of the Agreement, entitled "**Limit on Liability**", is hereby amended by adding the following as a new subsection 7.6:

"7.6 Nothing in this Agreement is intended to act as nor shall it be construed as a waiver of Client's sovereign immunity of the limits of liability set forth in section 768.26 of the Florida Statutes."

6. Section 15.7 of **Annex A – General Terms and Conditions** of the Agreement, entitled "**Force Majeure**", is hereby amended by adding the following to the end of the section: "The party prevented from performing its obligations or duties because of a force majeure event shall notify, as soon as reasonably practicable, the other party of the occurrence and particulars of such force majeure event and shall provide the other party, from time to time, with its best estimate of the duration of such force majeure event and with notice of the resolution thereof. If a party cannot perform its obligations under the Agreement for more than thirty (30) consecutive days due to a force majeure event, then the other party may terminate the Agreement upon written notice to the other and no early termination fee of any kind will apply."
7. Section 15.12 of **Annex A – General Terms and Conditions** of the Agreement, entitled "**Governing Law**", is hereby amended by replacing "New York" with "Florida"
8. Section 15.13 of **Annex A – General Terms and Conditions** of the Agreement, entitled "**Jurisdiction**", is hereby amended by replacing "New York, New York" with "Florida" in the first and second sentence.
9. Section 15 of **Annex A – General Terms and Conditions** of the Agreement, entitled "**Miscellaneous**", is hereby amended by adding the following new subsections 15.18 and 15.19:

"15.18 Pursuant to section 287.1235, Florida Statutes, ADP certifies that it is not participating in a boycott of Israel. Client may, as its sole and exclusive remedy terminate this Agreement, upon written notice to ADP if ADP is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the Effective Date of this Agreement.

15.20 ADP certifies that it and its Affiliates, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Effective Date of this Agreement."

10. **Annex A – General Terms and Conditions** of the Agreement is hereby amended by adding the following as a new section 16:

**“16. Public Records.** To the extent that Client is a “Public agency” as defined in 119.0701(1)(b) of the Florida Statutes, and ADP is a “Contractor” as defined in Section 119.0701(1)(a) of the Florida Statutes, ADP shall comply with Florida public records laws (as applicable), specifically to:

- (a) Keep and maintain documents which are required for ADP to perform the Services for Client under this Agreement, which are also Client's public records;
- (b) Upon request from the Client or its designee, provide the Client with a copy of the available requested records 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Client, all public records in possession of ADP upon expiration, or termination, of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client, upon request from the Client or its designee, in a format that is compatible with the information technology systems of the Client and such format shall be mutually agreed upon by ADP and Client.

Client's sole and exclusive remedy for ADP's breach of this Section shall be the termination of this Agreement.

**IF ADP 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.”**

11. **Annex A – General Terms and Conditions** of the Agreement is hereby amended by adding the following as a new section 17.

**“17. ADP Insurance.** During the term of this Agreement, ADP shall (directly or through Automatic Data Processing, Inc. its ultimate corporate parent entity) maintain the following insurance coverage in at least the following amounts:

- 1. Workers' Compensation with statutory limits required by each state exercising jurisdiction over the ADP associates engaged in performing services under this agreement.
- 2. Employer's Liability coverage with a minimum limit of \$500,000 for bodily injury by accident or disease.
- 3. Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage and one million dollars (\$1,000,000) for personal injury and products/completed operations.

4. Business Automobile Liability coverage (covering the use of all owned, non owned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage.
5. Excess or Umbrella Liability coverage with a minimum limit of two million dollars (\$2,000,000) coverage in excess of the coverage as set forth in items 2, 3, and 4 above.
6. Employee Dishonesty (Fidelity) and Computer Crime coverage (for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of ADP, acting alone or in collusion with others) with a minimum limit of ten million dollars (\$10,000,000).
7. Errors & Omissions coverage in the amount of ten million dollars (\$10,000,000).

Subject to ADP's right to self-insure coverage as set forth below, the foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

ADP's policies shall be primary and any insurance maintained by Client is excess and noncontributory. Promptly upon Client's written request for same, ADP shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force

Notwithstanding the foregoing, ADP reserves the right to self-insure coverage (directly or through the corporate risk management programs of its ultimate corporate parent, Automatic Data Processing, Inc.), in whole or in part, in the amounts and categories designated above, in lieu of ADP's obligations to maintain insurance as set forth above, at any time. Promptly upon Client's written request for same, ADP shall deliver certificates of insurance to confirm what coverage is in place.

THIS SECTION DOES NOT REPLACE OR OTHERWISE AMEND, IN ANY RESPECT, THE LIMITATIONS ON ADP'S LIABILITY AS SET FORTH ELSEWHERE IN THIS AGREEMENT."

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

**ADP, LLC**

**City of Lake Worth Beach**

\_\_\_\_\_  
[ADP Signature]

\_\_\_\_\_  
[Client Signature]

\_\_\_\_\_  
[ADP Name]

**Pam Triolo**  
\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[ADP Title]

**Mayor**  
\_\_\_\_\_  
[Client Title]

\_\_\_\_\_  
[ADP Date]

\_\_\_\_\_  
[Client Date]

ATTEST:



## ADP, LLC GUARANTEED PRICE AGREEMENT

**Client Name:** City Of Lake Worth  
**Effective Date:** 10/02/2020  
**Expiration Date:** 10/02/2023  
**Customer #(s):** Reference ID #: 04812434  
**Contact Name:** Valentina Sustaita Requested By: Carrie Perrone  
**Contact Email:** vsustaita@lakeworthbeachfl.gov Contact Phone: (561) 586-1738

ADP, LLC ("ADP") is pleased to provide City Of Lake Worth ("Client") with a guaranteed price agreement (the "Price Agreement"), which shall govern any increases in fees to the Services (as defined in section 1 below) purchased by Client for the next 36 month(s), subject to the terms and conditions set forth in this Price Agreement. In consideration of the mutual agreements set forth below, ADP and Client agree as follows:

**1) Price Increase:** For the next 36 month(s) commencing with the Effective Date of this Price Agreement, ADP will increase prices per the schedule below for the processing services (the "Services") listed in section 1a that Client is receiving or shall receive as of the Effective Date.

**1a) Included Services:**

- Payroll
- TLM

**1b) Processing Services:**

<u>Year #</u>	<u>Guaranteed Price Period</u>	<u>Increase %</u>	<u>Increase Date</u>
1	10/02/2020 to 10/01/2021	0.00%	10/02/2020
2	10/02/2021 to 10/01/2022	0.00%	10/02/2021
3	10/02/2022 to 10/01/2023	0.00%	10/02/2022

Items specifically excluded from this agreement are delivery, reverse wire fees, jurisdiction fees, year-end fees, and maintenance fees. In the month following the Expiration Date, Client's prices will be subject to the same price increases applied to its other clients of similar size and product utilization unless a renewal agreement is signed by both parties.

**2) Guaranteed Term:** As consideration for the Price Agreement, Client agrees to purchase the Services for a minimum guaranteed term of 36 month(s) commencing with the Effective Date of this Price Agreement and thereafter Client's agreement to purchase the Services shall remain in effect until terminated by Client or ADP in accordance with the terms of the ADP Major Accounts Agreement (or such equivalent ADP terms and conditions or agreement governing the provision and receipt of ADP Services including but not limited to any product specific terms set forth in such agreement) between ADP and Client (the "ADP Services Agreement").

**3) Early Termination Fee:** If Client terminates all Services without cause as provided in the ADP Services Agreement prior to the Expiration Date of this Price Agreement, Client agrees to pay ADP an early termination fee of 3 month(s) of average monthly processing fees for the Services (based on the average monthly fees during the twelve-month period immediately preceding the date of termination or a shorter period of time if monthly fees have been payable for less than 12 months at the termination date). If Client fails to pay the early termination fee, Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder. The early termination fee will be waived by ADP in the event there is a material breach by ADP of any material warranty, term, condition or covenant of the ADP Services Agreement and ADP fails to cure such breach within the timeframe provided in such ADP Services Agreement.

THE ADP SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT(S) BETWEEN CLIENT AND ADP COVERING THE SPECIFIC SERVICES. THIS AGREEMENT SUPPLEMENTS AND DOES NOT SUPERSEDE ANY OF THOSE TERMS AND CONDITIONS. THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY BOTH PARTIES. IN THE EVENT CLIENT HAS AN EXISTING PRICE AGREEMENT IN PLACE, THIS AGREEMENT REPLACES ANY PRIOR PRICE AGREEMENT GOVERNING THE SAME SERVICES.





**ADP, LLC**

**City Of Lake Worth**

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

Name: Pam Triolo \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: THIS PRICE AGREEMENT IS VALID ONLY IF SIGNED BY BOTH PARTIES WITHIN 30 DAYS OF THE DATE OF CREATION. THE AGREEMENT MUST BE SIGNED BY 07/16/2020 IN ORDER TO BE VALID. FINANCE OR RELATIONSHIP MANAGEMENT IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF ADP.

ATTEST:

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



Company Information

City of Lake Worth Beach  
7 N Dixie Hwy  
Lake Worth, FL 33460  
United States

Executive Contact

PURCHASING DIVISION  
Purchasing  
[purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov)  
(561) 586-1654



380

Total  
Employees



\$3,600.00

Implementation  
Costs



\$50,196.80

Total Annual  
Investment



(\$7,982.60)

Total Annual Savings during  
promotional period; See Terms

Expiration

7/15/2020

ADP Sales Associate

Carrie Perrone  
UMDM  
[carrie.perrone@adp.com](mailto:carrie.perrone@adp.com)  
9547176938

Sales Order

Quote Number  
02-2020-108544.1

Company Information


City of Lake Worth Beach  
7 N Dixie Hwy  
Lake Worth, FL 33460  
United States


Executive Contact


PURCHASING DIVISION  
Purchasing  
[purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov)  
(561) 586-1654


Processing Fees and Considerations


Number of Employees: 380 on City of Lake Worth Beach


 Per Processing	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	380	-	\$60.00	\$1.13	\$489.40	\$12,724.40
<ul style="list-style-type: none"> <li>• Essential Plus Payroll</li> </ul>						
Employment and Income Verification						
<ul style="list-style-type: none"> <li>• Employment Verification</li> </ul>						

 Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
Workforce Now Time and Attendance	380	\$250.00	-	\$2.50	\$950.00	\$11,400.00
<ul style="list-style-type: none"> <li>• Essential Time</li> <li>• Time Analytics</li> </ul>						
InTouch Bar-Code Time Clock Subscription	25	-	-	\$72.50	\$1,812.50	\$21,750.00
InTouch Biometric Finger Scan Subscription	25	-	-	\$10.00	\$250.00	\$3,000.00
Additional Jurisdiction (if applicable)	2+			\$8.95/month		

 Annual Processing	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	380	-	-	\$3.48	\$1,322.40

 Total Annual Investment	Total Annual
Workforce Now Services	<u>\$50,196.80</u>
Estimated Value of Total Annual Concession; Already applied to values above:	\$51,268.20

 Other Considerations	Count	Rate	Setup
Hardware and Other Fees			
<ul style="list-style-type: none"> <li>• Professional Services: Pay Check History Conversion</li> </ul>	1	\$0.00	\$0.00
<ul style="list-style-type: none"> <li>• Professional Services: Historical Data Conversion</li> </ul>	1	\$0.00	\$0.00
* Employee Pay Rate (or Salary) History			
* Employee Position (or Job Profile) History			

 Other Considerations	Setup
Implementation	
<ul style="list-style-type: none"> <li>• Implementation for Workforce Now Payroll Solutions</li> </ul>	\$2,000.00

## Sales Order

Quote Number  
02-2020-108544.1

### Company Information

City of Lake Worth Beach  
7 N Dixie Hwy  
Lake Worth, FL 33460  
United States

### Executive Contact

PURCHASING DIVISION  
Purchasing  
[purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov)  
(561) 586-1654



### Other Considerations

Implementation

- Implementation for Workforce Now Time and Attendance

Setup

\$1,600.00



### Total Other Considerations

Total Setup

Implementation and Setup

\$7,400.00

Implementation Discount Value

(\$3,800.00)

Estimated Total Net Implementation

\$3,600.00

Company Information

City of Lake Worth Beach  
7 N Dixie Hwy  
Lake Worth, FL 33460  
United States

Executive Contact

PURCHASING DIVISION  
Purchasing  
[purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov)  
(561) 586-1654

Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for Essential Time will begin on the date Essential Time is available for use by the CLIENT in a production environment. The billing count is based on all non-terminated employees in the Time Module. This count includes practitioners and supervisors.

History Conversion: The services noted on this sales order are performed by ADP Professional Services and are for companies with less than 1000 active employees with a maximum of 5000 total records (a combination of both active and terminated lives) with data coming from a single data base source. Conversion of history from a database with a greater number of records or from multiple databases must be quoted via a customized statement of work. For additional Terms see Annex X of the Master Service Agreement

Promotion

Promotion will be applied to months 7 and 8 from each product / controls start date (also referred to as the Promotional Period). Actual promotional value may vary based on a number of reasons, including but not limited to: start date, number of processings during the promotional month(s) and actual number of employees paid during the promotional months.

Other

Start Date: Payroll:10/2/2020 | Time:10/2/2020

ADP's Fees for Service will be debited directly out of client's bank account of their choosing thirty (30) days from invoice date.

Expiration Date: 7/15/2020

Summary

Estimated Annual Net Investment:	\$50,196.80	Total Net Implementation:	\$3,600.00
Estimated Annual Net Investment during promotional period:	<u>\$42,214.20</u>		
Estimated Annual Concession (already applied):	\$51,268.20		

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

**Sales Order**

Quote Number  
02-2020-108544.1



Company Information

City of Lake Worth Beach  
7 N Dixie Hwy  
Lake Worth, FL 33460  
United States

Executive Contact

PURCHASING DIVISION  
Purchasing  
[purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov)  
(561) 586-1654

ADP, LLC

Client: City of Lake Worth Beach

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Pam Triolo

Title: Mayor

Date: \_\_\_\_\_

ATTEST:

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

Company Information

City of Lake Worth Beach  
7 N Dixie Hwy  
Lake Worth, FL 33460  
United States

Executive Contact

PURCHASING DIVISION  
Purchasing  
[purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov)  
(561) 586-1654

## Workforce Now Included Services

### Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- One Delivery Location

### Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content

### Time Analytics

- Pre-Configured Key Performance
- Executive Dashboard

### Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

### Implementation Support and Data Conversion

- Pay Rate (or Salary) History: Inc. up to 7 years; Max 5000 lives

- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Online Reports and Pay Statements

- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

- Ability to Customize Additional KPIs

- Client access to Electronic Reports and Tools
- Immigration Verifications

- Position (or Job Profile) History: Inc. up to 7 years; Max 5000 lives

Thank you for your consideration





### Professional Services: ADP Advantage Program Statement of Work for History Conversion

#### PART I: All Fields Required – Client Must Select History Conversions Required

Client is entitled to receive all History Conversion offerings listed below as part of the ADP Advantage Program. Client will only receive the services checked by Client below in the section below.

<b>ADP Workforce Now Professional Services Agreement (the "Agreement")</b>			
Client Company Name:	City of Lake Worth Beach	Client Region/ Parent Company Code:	0036 / TBD
Client Contact Name:	Loren Slaydon	Client Contact Title:	Director of HR
Client Address: 7 North Dixie Highway			
City:	Lake Worth Beach	State:	FL
Corporate address (if different from above)		Zip Code:	33460
City:		State:	
Zip Code:			
Industry:	Municipality	Number of Employees:	380
Start Date with ADP:		Service Proposal Date:	

Professional Service:	<b>Conversion of Historical Data: Check History, Pay Rate History and Position History</b>
Brief description of project/Services Elected	<input checked="" type="checkbox"/> <b>Check History</b> for ease of record look-up by the Practitioner converted into <u>Workforce Now</u> * <input checked="" type="checkbox"/> <b>Pay Rate History</b> for ease of record look-up by the Practitioner converted into <u>Workforce Now</u> * <input checked="" type="checkbox"/> <b>Position History</b> for ease of record look-up by the Practitioner converted into <u>History Viewer</u> *  *For up to 7 calendar years of historical data, from one vendor source, for less than 1000 active employees in ADP Workforce Now and up to 5000 employees from source conversion.

<p><b>Description of Services</b></p> <p><b>For All History Conversions part of this Statement of Work:</b></p> <ul style="list-style-type: none"> <li>Client will not significantly alter the scope of work beyond that which is proposed in the Statement of Work.</li> <li>Client Company has sufficient resources for the Project as detailed in the following statement of work.</li> <li>Client will provide access to prior vendor data in order to perform an extraction of data. Access may include either extraction of data related to check history or via .PDF reports, i.e. registers. Specific instructions will be provided based on prior vendor.</li> <li>Client will perform an audit of converted data and review with their client team.</li> <li>Client will provide access to WFN site to allow for the import of the converted check history data files into ADP WFN solution.</li> <li>Client will have all employees to be converted loaded into Workforce Now (to include prior year terminated employees)</li> </ul> <p><b>Check History:</b></p> <ul style="list-style-type: none"> <li>Employee Check history data will be extracted from prior vendor system</li> <li>Check history data will be audited and balanced check by check</li> <li>Check history data files will be formatted specifically for ADP Workforce Now solution</li> <li>Check history data files will be created and imported into ADP Workforce Now solution for Practitioner level Access.</li> </ul> <p><u>Check History Data Includes:</u> Net/Gross Salary, Taxes, Deductions, Hours, Hours &amp; Earnings Codes</p> <p><b>Specific to Check History:</b></p> <ul style="list-style-type: none"> <li>Client will complete and validate the data mapping and is responsible for final review of data during mapping process.</li> </ul>
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**Pay Rate History:**

- Employee Pay Rate data will be extracted from prior vendor system
- Total of Rates will be provided from source for client to validate
- Employee Pay Rate data files will be formatted specifically for ADP Workforce Now solution.
- Employee Pay Rate Data files will be created and imported into ADP Workforce Now solution for Practitioner level Access.

Pay Rate Data Includes: Position ID, Change Effective On, Compensation change Reason, Rate Type, Rate 1 Amount, Standard Hours, pay Frequency Code, Rate 2 Amount, Rate Currency, Annual Salary

**Position History:**

- Employee Position History data will be extracted from prior vendor system
- Total number of records from source will be provided to client for validation
- Position History data will be loaded to History Viewer, provided by Resource Navigation Solutions, a standalone system which allows clients to retain history from their legacy systems.
- History Viewer URL access will be provided to Client Practitioner for login with password

Position History Data Includes: Job Title, Department, Business Unit, Location, Assigned Shift, Full time Employee, Pay Grade, Job Class, Salary Structure, Allocation, Union, FLSA, Workers Compensation, Scheduled Hours, Hours period, EEO Job Class, Cost Number, Management Position, Reports to Position ID

**Position History Includes - Automated Export Services for joint reporting:**

- Resource Navigation will create the standard report for specified Practitioner; ADP Integration Services will setup the Automated Export of the report in WFN. Data will be pushed from WFN to History Viewer for joint reporting of Position History only.
- Automated Export Services Implementation to Resource Navigation using End Point on ADPR\_RSNAV
- Report Execution schedule (1x per day maximum frequency)

**Automated Export Services:**

- Client must be on ADPR r12 or higher
- Client's Firewall must be open to IP addresses 170.146.243.252
- The following permissions are required: ls/dir, write, rename, delete and read

**Deliverables and Fees:**

**Check History** data files will be created and imported into ADP Workforce Now solution for Practitioner level Access.

**Employee Pay Rate** Data files will be created and imported into ADP Workforce Now solution for Practitioner level Access.

**Position History** data will be loaded to the History Viewer, provided by Resource Navigation Solutions, a standalone system which allows clients to retain history from their legacy systems. History Viewer URL access will be provided to Client Practitioner for login with password.

**Training related to History Conversions:** All training is done remotely via internet and/or telephone unless otherwise specified. Four (4) hours of training is included.

**Automated Export Services:**

- Automated Export of Standard Report from Workforce Now to History Viewer
- Report Execution schedule (1x per day maximum frequency)

\*Additional work items discovered or modifications will be billed under separate cover.

**Fees:**

**SCN 4Z/F00300 – Check History - \$0**

**SCN 4Z/S00080 – History Viewer for Pay Rate and Position History - \$0**

**SCN 4Z/F00080 - Monthly Recurring fees for History Viewer - \$0**

**SCN 4Z/R0053Z - Automated Export Services - \$0**

Upon completion of the services, ADP will request confirmation from the Client that the services and deliverables outlined in this statement of work have been satisfactorily delivered. Services, including any deliverables, will be deemed accepted by Client if no response has been received within 4 business days of the date of this confirmation request.

### Customization Support and Maintenance

As part of the scope of this Statement of Work, customization projects will be maintained and supported by ADP within thirty (30) days following delivery. Ongoing phone support, additional change requests and customization upgrades, including those coinciding with new software releases, are available at additional cost. After this initial 30 day period, recurring maintenance fees if detailed in this SOW will apply to those Professional Services identified in this SOW

This Statement of Work ("SOW") is an addendum to the Agreement executed by the parties and is incorporated by reference as if fully set forth herein. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, this SOW shall prevail as it relates to the services provided pursuant to this SOW. The terms defined in the Agreement and used in this SOW shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this SOW.

### As a condition to receiving certain Professional Services set forth on this SOW, Client will be subject to the following additional terms and conditions.

- 1 **ADP Resources.** ADP shall select resources including subcontractors that, in ADP's reasonable business judgment, are qualified to perform the Professional Services, and in the case of subcontractors have entered into an appropriate written agreement with ADP (each an "ADP Resource"). The ADP Resources are and shall be, notwithstanding anything to the contrary contained herein, ADP's employees or contractors, and shall not for any purpose be considered Client's employees. ADP or its subcontractor shall be solely responsible for the payment of the salaries of such ADP resources and all matters relating thereto (including the withholding and/or payment of all federal, state and local income and other payroll taxes), worker's compensation, disability benefits, medical and other insurance-related benefits and all such additional legal requirements applicable to employees of ADP or such subcontractor.
- 2 **Completion of Professional Services.** Upon completion of the Professional Services, Client will immediately notify ADP if the Professional Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The Professional Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of the Professional Services.

ADP, LLC	CLIENT
(Signature of Authorized Representative)	(Signature of Authorized Representative) Pam Triolo
(Name – Please Print)	(Name – Please Print) Mayor
( Title) (Date)	( Title) (Date)

ATTEST:

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** July 7, 2020

**DEPARTMENT:** Financial Services

**TITLE:**

Resolution No. 22-2020 – Hurricane Dorian Federally Declared Disaster 4468 Subaward and Grant Agreement Z1571

**SUMMARY:**

This resolution approves the Hurricane Dorian DR 4468 Federally Funded Subaward and Grant Agreement Contract Number Z1571 between the State of Florida and the City that provides for the reimbursement of eligible expenses for completed work to repair public buildings and property, remove debris and provide emergency protective measures City-wide. The exact funding amount will be determined by project worksheets for this purpose.

**BACKGROUND AND JUSTIFICATION:**

On October 21, 2020, a major disaster declaration designated as FEMA-4468-DR-FL was issued as a result of extensive damage caused by Hurricane Dorian. The designation authorized public assistance to Atlantic coastal counties in Florida from Broward County north to the state line with Georgia, including Palm Beach County. FEMA's Public Assistance program is a federal grant to aid State and local governments in returning a disaster area to pre-disaster conditions. The assistance is provided to primarily address the repair and restoration of public facilities and infrastructure that have damaged or destroyed, or the restoration of services that were negatively impacted. Among the stipulations of the Agreement is the requirement for the State to share the costs eligible for federal financial assistance as appropriated with its eligible sub-grantees, including the City of Lake Worth Beach.

Resolution No. 22-2020 approves and authorizes the Mayor to execute the Federally Funded Subaward and Grant Agreement Z1571 between the State of Florida Division of Emergency Management (the "Division") subsequent and the City. This Agreement sets forth the terms and conditions for reimbursement of eligible expenses incurred by the City for emergency protective measures, city-wide debris removal and repairs to various public facilities. The amount of eligible public assistance, which is estimated to be approximately \$3 million will be determined by completion of project worksheets by the City and approval of the Division. The Agreement will be modified accordingly.

**MOTION:**

Move to approve/disapprove Resolution No. 22-2020 approving the Hurricane Dorian Disaster Declaration DR 4468 Federally Funded Subaward and Grant Agreement Z1571.

**ATTACHMENT(S):**

Resolution 22-2020  
Federally Funded Subaward and Grant Agreement Z1571

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RESOLUTION NO. 22-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE HURRICANE DORIAN (FEMA-4468-DR-FL) FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT NUMBER Z1571 BETWEEN THE STATE OF FLORIDA AND THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on October 21, 2019, President Trump issued a major declaration designated as FEMA-4468-DR-FL for affected areas of the State of Florida as a result of Hurricane Dorian; and

WHEREAS, Public Assistance was authorized under this emergency presidential declaration, as amended, in fourteen Florida counties, including Palm Beach County; and

WHEREAS, the State of Florida has undertaken to make these Public Assistance Program funds available to eligible jurisdictions under this presidential emergency declaration in accordance with the stipulations of the Agreement between FEMA and the State; and

WHEREAS, Hurricane Dorian (FEMA-4468-DR-FL) Federally Funded Subaward and Grant Agreement Z1571 has been prepared by the State for the reimbursement of eligible costs incurred by the City for protective measures, city-wide debris removal and repairs to various public facilities related to damages caused by Hurricane Dorian; and

WHEREAS, the amount of public assistance will be determined by the future submission of project worksheets as approved by the State; and

WHEREAS, the Federally Funded Subaward and Grant Agreement Z1571 will be then be modified to include the value of eligible expenses related to the project scope of work; and

WHEREAS, the federal contribution, the state contribution and local cost share toward the reimbursement of eligible expenses in the approved project scope of work will also be determined for inclusion in the modified Agreement.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the Hurricane Dorian (FEMA-4468-DR-FL) Federally Funded Subaward and Grant Agreement Z1571 between the State of Florida and the City.

47 SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby  
48 authorizes the Mayor as Authorized Agent to execute the original Hurricane Dorian  
49 (FEMA-4468-DR) Federally Funded Subaward and Grant Agreement Z1571 between the  
50 State of Florida and the City that sets forth the terms and conditions for the reimbursement  
51 of eligible costs related to Hurricane Dorian.

52  
53 SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the  
54 Financial Services Department Director. The fully executed original shall be maintained  
55 by the City Clerk as a public record of the City.

56  
57 SECTION 4: This resolution shall become effective upon adoption.

58  
59 The passage of this resolution was moved by Commissioner \_\_\_\_\_,  
60 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the  
61 vote was as follows:

- 62 Mayor Pam Triolo
- 63 Vice Mayor Andy Amoroso
- 64 Commissioner Scott Maxwell
- 65 Commissioner Omari Hardy
- 66 Commissioner Herman Robinson

67  
68 The Mayor thereupon declared this resolution duly passed and adopted on the 7<sup>th</sup>  
69 day of July, 2020.

70 LAKE WORTH BEACH CITY COMMISSION

71  
72  
73 By: \_\_\_\_\_  
74 Pam Triolo, Mayor

75  
76 ATTEST:

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78  
79 \_\_\_\_\_  
80 Deborah M. Andrea, CMC, City Clerk

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Lake Worth, City of</u>
Sub-Recipient's unique entity identifier:	<u>076040070</u>
Federal Award Date:	<u>10/21/2019</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>8/28/2019 - 4/21/2020</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>8/28/2019 - 4/21/2021</u>
Amount of Federal Funds Obligated by this Agreement:	
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>Grant to Local Government for</u>
Federal award project description (see FFATA):	<u>Debris removal, emergency</u>
	<u>Protective measures and repair or</u>
	<u>Replacement of disaster</u>
	<u>damaged facilities.</u>
	<u>Dept. of Homeland Security</u>
Name of Federal awarding agency:	<u>(DHS) Federal Emergency</u>
	<u>Management Agency (FEMA)</u>

Name of pass-through entity:

Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.

Tallahassee, FL 32399-2100

Catalog of Federal Domestic Assistance (CFDA) Number and Name:

97.036 Public Assistance

Whether the award is R&D:

N/A

Indirect cost rate for the Federal award:

See by 44 C.F.R. 207.5(b)(4)



THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and  
Lake Worth, City of (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in the FEMA PA Program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, FEMA, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

\_\_\_\_\_  
2555 Shumard Oak Blvd. Ste. 360  
Tallahassee, FL 32399-2100  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be

provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK.**

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE.**

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon FEMA's closeout of the Sub-Recipient's account for this disaster, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance

with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

**(9) FUNDING**

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by FEMA for all projects approved for this sub-recipient for DR#4468 - Hurricane Dorian.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to Florida Revised Statute 252.37, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Project Worksheets listed in Attachment A ("Budget and Project List"). The maximum reimbursement amount for each deliverable is also outlined in Attachment A of this Agreement.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment

"D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to [rpa.help@em.myflorida.com](mailto:rpa.help@em.myflorida.com). After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as, "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal

awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement): \$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

#### **(10) RECORDS**

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency

or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.



**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

**(11) AUDITS**

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

**(12) REPORTS**

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient in completing the work described in the Scope of Work – Attachment B and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	<b>Reporting Time Period</b>	<b>Subgrantee Report Submittal</b>
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Public Assistance Program Guidance – Attachment G, and as required by FEMA or the Division.

**(13) MONITORING**

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

**(14) LIABILITY**

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2) Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**(15) DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any

of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

#### **(16) REMEDIES**

If an Event of Default occurs, then the Division shall, after thirty calendar days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### **(17) TERMINATION**

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### **(18) PROCUREMENT**

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/procurement-disaster-assistance-team>

b. If the Sub-Recipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its

employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient must document in the Quarterly Report the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II, as well as §287.057 and §288.703, Florida Statutes.

#### **(19) PAYMENTS**

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

#### **(20) EXPEDITED PROJECTS**

The Division and FEMA have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from Hurricane Dorian. This program provides funding for 50% of the eligible scope of work for project versions of one Expedited Category A project and one Expedited Category B project. These amounts will be subject to the cost sharing requirements applicable for the disaster.

##### **a. PROGRAM REQUIREMENTS**

Each eligible Sub-Recipient can request to include one (1) Category A: Debris Removal project and one (1) Category B: Emergency Protective Measures project in this expedited program. The work claimed must have been performed within the following dates: August 28-September 11, 2019.

For Category A and Category B, work must have been performed within the first 15 days of the disaster.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a "large" project with eligible scope of work totaling \$131,100 or more. Activities not eligible for Expedited Projects are private property debris removal activities for Category A.

##### **b. FUNDING**

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for an included project, during the time period of 45 days. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com. The SPAO will then notify the FEMA Program Delivery Manager (PDMG) who will be assigned to the eligible Sub-Recipient. Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in Florida PA.

**(21) ADVANCE PAYMENTS**

Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data upon which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Justification of Advance Payment – Attachment K. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

**(22) REPAYMENTS**

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

d. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

**(23) MANDATED CONDITIONS**

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:



i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" - Attachment C for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website [www.sam.gov](http://www.sam.gov). Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision

granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**(24) LOBBYING PROHIBITION**

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(25) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

**(26) LEGAL AUTHORIZATION**

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

**(27) NONDISCRIMINATION BY CONTRACTORS**

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

**(28) ASSURANCES**

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

**(29) DUPLICATION OF BENEFITS PROHIBITED**

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

**(30) ATTACHMENTS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
- i. Exhibit 1 - Funding Sources
  - ii. Attachment A – Budget and Project List
  - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
  - iv. Attachment C – Certification Regarding Debarment

- v. **Attachment D – Designation of Authority**
- vi. **Attachment E – Statement of Assurances**
- vii. **Attachment F – Election to Participate in PA Alternative Procedures (PAAP)**
- viii. **Attachment G – Public Assistance Program Guidance**
- ix. **Attachment H – FFATA Reporting**
- x. **Attachment I – Mandatory Contract Provisions**
- xi. **Attachment J – DHS OIG Audit Issues and Acknowledgement**
- xii. **Attachment K – Justification of Advance Payment**

Agreement Number: Z1571

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:**

Lake Worth, City of

By: \_\_\_\_\_  
Name and title: \_\_\_\_\_  
Date: \_\_\_\_\_  
FEID# 59-6000358

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Jared Moskowitz, Director

Date: \_\_\_\_\_

**EXHIBIT – 1**  
**FUNDING SOURCES**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ \_\_\_\_\_

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
  - Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
  - Emergency Work**
  - Category A: Debris Removal
  - Category B: Emergency Protective Measures
  - Permanent Work**
  - Category C: Roads and Bridges
  - Category D: Water Control Facilities
  - Category E: Public Buildings and Contents
  - Category F: Public Utilities
  - Category G: Parks, Recreational, and other Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

**Attachment A**  
**Budget and Project List**

**Budget:**

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4468		Sub-Recipient: Lake Worth, City of									
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
<b>Total:</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		



## Attachment B

### SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

#### Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

#### Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

#### **Large Project Deliverables**

Reimbursement requests will be submitted separately for each Large Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project. Requests and associated documentation which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 100% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
  - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
  - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

### **Small Projects Deliverables**

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in the grants management system within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

### **Financial Consequences:**

2 CFR 200.338 and Section 215.971, Florida Statute, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is deobligated by FEMA and/or withdrawn.

The Division shall apply the following financial consequences in these specifically identified events:

#### **Work performed outside the Period of Performance –**

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division as a financial consequence. If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

**Failure to timely submit quarterly reports**– Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are being achieved. Paragraph (12) of the subgrant agreement also requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin.

These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this quarterly report, the Division will:

- Withhold \$500.00 from the next approved and final payment/payable for each project not reflected on a timely submitted Quarterly Report.

**Failure to timely submit Requests for Final Inspection-**

The submission of a request for Final Inspection is due within ninety (90) days of project completion for each project. In the event a Sub-Recipient fails to timely Request a Final Inspection, the Division will enforce the following:

- Withhold any and all final and approved payments/payables for each project for which a Request for Final Inspection is not timely submitted.
  - o Once the Request for Final Inspection is received, such funds will be released and paid to the Sub-Recipient.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

**Attachment C**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

\_\_\_\_\_  
Sub-Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## Attachment D

### DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the grants management system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in the grants management system if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from the grants management system as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note:** a designation of authority is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the grants management system. Users will be notified via email when they have been granted access. The user must log in to the grants management system within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1: "Authorized Agent"** – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2: "Primary Agent"** – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in the grants management system. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

**Block 3: "Alternate Agent"** – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

**Block 4, 5, and 6: "Other"** (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12: "Other" (Read Only Access)** – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in the grants management system.

**DESIGNATION OF AUTHORITY (AGENTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Sub-Grantee:**

<b>Box 1: Authorized Agent (Full Access)</b>	<b>Box 2: Primary Agent (Full Access)</b>
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 3: Alternate Agent (Full Access)</b>	<b>Box 4: Other-Finance/Point of Contact (Full Access)</b>
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 5: Other-Risk Mgmt-Insurance (Full Access)</b>	<b>Box 6: Other-Environmental-Historic (Full Access)</b>
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

\_\_\_\_\_  
**Sub-Grantee Authorized Agent Signature**

\_\_\_\_\_  
**Date**

**DESIGNATION OF AUTHORITY (AGENTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

<b>Sub-Grantee:</b>		<b>Date:</b>	
<b>Box 7: Other (Read Only Access)</b>		<b>Box 8: Other (Read Only Access)</b>	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
<b>Box 9: Other (Read Only Access)</b>		<b>Box 10: Other (Read Only Access)</b>	
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
<b>Box 11: Other (Read Only Access)</b>		<b>Box 12: Other (Read Only Access)</b>	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: <b>Month:</b>		<b>Day:</b>	
Sub-Grantee's Federal Employer's Identification Number (EIN)		-	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known)		- -	

**NOTE:** This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

## Attachment E

### STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
  - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
  - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
  - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
  - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.
  - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
  - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as the Federal grantor agency may need.
  - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
  - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
  - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
  - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.



- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
  - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
  - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
  - i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
  - ii. Return the property to its natural state as though no improvements had been contained thereon;
  - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
  - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
  - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
  - vi. Leave the demolished site clean, level, and free of debris;
  - vii. Notify the Recipient promptly of any unusual existing condition which hampers the contractors work;
  - viii. Obtain all required permits;
  - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
  - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
  - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
  - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000 or more.
  - m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
  - n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Sub-Recipient agrees it will comply with the:
- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
  - b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
  - c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
  - d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
  - e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
  - f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
  - g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
  - h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
  - i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
  - i. The Clean Air Act of 1955, as amended;
  - ii. The Clean Water Act of 1977, as amended;
  - iii. The Endangered Species Act of 1973;
  - iv. The Intergovernmental Personnel Act of 1970;
  - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
  - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
  - vii. The Fish and Wildlife Coordination Act of 1958;
  - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
  - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
  - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
  - ii. EO 11514 (NEPA).
  - iii. EO 11738 (violating facilities).
  - iv. EO 11988 (Floodplain Management).
  - v. EO 11990 (Wetlands).
  - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

**FOR THE SUBGRANTEE/SUB-RECIPIENT:**

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Signature

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Printed Name and Title

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Date



# FEMA

## Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4) FEMA Recovery Policy FP 104-009-7

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### BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)<sup>1</sup> authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*<sup>2</sup> (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

### PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

### PRINCIPLES

- A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.
- B. Simplify the delivery of assistance and reduce administrative costs associated with PA projects.

### REQUIREMENTS

#### A. FIXED-COST OFFER ACCEPTANCE

**Outcome:** Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for all Permanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.
2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

<sup>1</sup> Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

<sup>2</sup> [www.fema.gov/media-library/assets/documents/111781](http://www.fema.gov/media-library/assets/documents/111781)



# FEMA

3. The total fixed-cost amount is established based on the aggregate of:
  - a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
  - b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
  - a. Not be required to rebuild the facilities back to what existed prior to the disaster.
  - b. Be allowed to share funds across all of its Pilot Projects.
  - c. Not be required to track costs to specific work items.
  - d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
  - e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
  - f. Be eligible for cost-effective hazard mitigation on replacement projects.

## B. DEADLINES

**Outcome:** Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
  - a. Determine the actual SOW and hazard mitigation measures to be implemented; and
  - b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

## C. HAZARD MITIGATION

**Outcome:** Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based on the actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is



# FEMA

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

## D. USE OF FUNDS

**Outcome:** Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible



# FEMA

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

## E. SCOPE OF WORK CHANGES

**Outcome:** Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
  - a. The Applicant must notify FEMA prior to making SOW changes that involve:
    - i. Buildings or structures that are 45 years of age or older;
    - ii. Ground disturbing activities; or
    - iii. Work in or near waterways.
  - b. With exception of buildings or structures that are 45 years of age or older, the Applicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
    - i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
    - ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
  - c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.





# FEMA

## F. ENVIRONMENTAL AND HISTORIC PRESERVATION

**Outcome:** Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting any work that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.
2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

## G. COST ESTIMATES

**Outcome:** Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
  - a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
  - b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
  - c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
  - d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
  - e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.
2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are required to execute the SOW. The panel may review cost documentation for completed work, if necessary.
  - a. FEMA may request the independent panel review for any cost estimate.
  - b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least \$5 million.
  - c. All project estimates with an estimated Federal share of \$25 million or greater will be reviewed by the independent panel.



# FEMA

d. The panel will complete its review before FEMA transmits the fixed-cost offer.

## H. INSURANCE

**Outcome:** Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

## I. CLOSEOUT REQUIREMENTS

**Outcome:** Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
  - a. Summary of actual work completed;
  - b. Mitigation measures achieved, if applicable;
  - c. Compliance with EHP requirements;
  - d. Compliance with the O&M insurance requirement;
  - e. Summary of total actual costs to complete the Pilot Projects;
  - f. Compliance with Federal procurement procedures; and
  - g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

## J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved



# FEMA

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

## K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

## L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.

Keith Turi  
Assistant Administrator, Recovery Directorate

August 29, 2019

Date



**FEMA**

## **ADDITIONAL INFORMATION**

### **REVIEW CYCLE**

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

### **AUTHORITIES**

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

### **QUESTIONS**

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at [Tod.Wells@fema.dhs.gov](mailto:Tod.Wells@fema.dhs.gov).

## Attachment G

### PUBLIC ASSISTANCE PROGRAM GUIDANCE

#### 1. RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Recipient's web-based project management system to access and exchange project information with the State throughout the project's life. This includes processing payments, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient.

#### 2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the grants management system website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

#### 3. INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. Conduct insurance reconciliations;
- ii. Review an alternate scope of work;
- iii. Review an improved scope of work; and/or,
- iv. Validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in the grants management system under the following conditions:

- i. A quarterly report has not been updated between quarters;
- ii. The Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;
- iii. Requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or,
- iv. There are issues or concerns identified by the Recipient that may impact funding under this agreement.

#### **4. PROJECT RECONCILIATION AND CLOSEOUT**

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

#### **Large Projects**

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

#### **Small Projects**

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or

more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For Hurricane Dorian DR#4468, projects that are under \$131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

**5. TIME EXTENSIONS**

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

<b>Deadlines for Completion of Work</b>	
<b>Type of Work</b>	<b>Months</b>
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Recipient may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW

and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadlines, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
  - Delay in obtaining permits
    - Permitting agencies involved and application dates
  - Environmental delays or limitations (e.g., short construction window, nesting seasons)
    - Dates of correspondence with various agencies
    - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
  - Specific details
- Other reason for delay
  - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

## **6. INSURANCE**

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000<sup>00</sup>.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees



to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

## **7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS**

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

## **8. FUNDING FOR LARGE PROJECTS**

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) A Request for Reimbursement;
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

## **9. ADVANCES**

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and

subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment. no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

5. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

6. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) The Sub-Recipient must submit to the Recipient the budget supporting the request.

7. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

8. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment.

## **10. DESIGNATION OF AGENT**

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

***NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.***

## **11. DUNS Q&A**

### **What is a DUNS number?**

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

**Who needs a DUNS number?**

Any *institution* that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

**How do I get a DUNS number?**

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

**What do I need before I request a DUNS number?**

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

**How much does a DUNS number cost?**

There is no charge to obtain a DUNS number.

**Why does my institution need a DUNS number?**

New regulations taking effect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

**How do I see if my institution already has a DUNS number?**

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

**Should we use the +4 extension to the DUNS number?**

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

**Is there anything special that we should do for multi-campus systems?**

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

**What should we do if our institution has more than 1 DUNS number?**

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

**Are there any exceptions to the new DUNS number rules?**

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

**Who at my Institution is responsible for requesting a DUNS number?**

This will vary from Institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

**We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?**

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

**Who do we contact if we have questions?**

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at [sswab@omb.eop.gov](mailto:sswab@omb.eop.gov).

**12. Substitute Form W-9 Submission and My Florida Marketplace (MFMP) Registration**

For the purpose of this Agreement, a Sub-Recipient is also a Vendor. The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services or make payments to any vendor that does not have a verified Substitute W-9 on file with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

Sub-recipient must register with My Florida Marketplace utilizing [myfloridamarketplace.com](http://myfloridamarketplace.com) website concurrent with the execution of this agreement. Registration must be complete prior to returning this agreement to FDEM for execution.

**13. Small, Women Owned and Minority Owned Businesses**

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These 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;

(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; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Attachment H**

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)  
INSTRUCTIONS AND WORKSHEET**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: \_\_\_\_\_  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

***Private non-profits and state agencies may move to the signature block below to complete the certification and submittal process.***

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide):
  - a. Receive 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);

**AND**

- b. \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?  
Yes  No

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?  
Yes  No

***If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process.*** [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

***If the answer to Question 2 is "No," provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.*** For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

<b>Rank (Highest to Lowest)</b>	<b>Name (Last, First, MI)</b>	<b>Title</b>	<b>Total Compensation for Most Recently Completed Fiscal Year</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



Attachment I  
Mandatory Contract Provisions Template



**FEMA**

# **CONTRACT PROVISIONS TEMPLATE**

**FEMA Office of Chief Counsel**

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Procurement Disaster Assistance Team



## INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

**This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.**

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

**Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.**





## TABLE OF CONTENTS

<b>I. TOOLS</b>	
1. CONTRACT PROVISIONS QUICK REFERENCE GUIDE .....	4
<b>II. REQUIRED CONTRACT PROVISIONS</b>	
1. REMEDIES.....	6
2. TERMINATION FOR CAUSE AND CONVENIENCE.....	6
3. EQUAL EMPLOYMENT OPPORTUNITY .....	6
4. DAVIS BACON ACT.....	10
5. COPELAND ANTI-KICKBACK ACT .....	11
6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.....	13
7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.....	14
8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT... ..	15
9. DEBARMENT AND SUSPENSION .....	16
10. BYRD ANTI-LOBBYING AMENDMENT.....	18
11. PROCUREMENT OF RECOVERED MATERIALS .....	21
<b>III. FEMA-RECOMMENDED CONTRACT PROVISIONS</b>	
1. ACCESS TO RECORDS.....	22
2. CHANGES/MODIFICATIONS .....	23
3. NON-USE OF DHS SEAL, LOGO, AND FLAGS.....	23
4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS ...	24
5. NO OBLIGATION BY THE FEDERAL GOVERNMENT .....	24
6. PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS....	25





## Required Contract Provisions: Quick Reference Guide

KEY	
Required/Recommended Provision	<input type="checkbox"/>
Required/Recommended Provision and Required Exact Language	<input type="checkbox"/>
Not Required for PA Awards (Grants)	<input type="checkbox"/>

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold (\$250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> \$10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	<b>Not applicable to PA grants</b>
5.	Copeland Anti-Kickback Act	Construction work > \$2k	<b>Not applicable to PA grants</b>
6.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	<b>Not applicable to PA grants</b>
8.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes





## Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes





## REQUIRED CONTRACT PROVISIONS

### 1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

**If applicable, exact language below in subsection 3.d is required.**

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).





**b. Key Definitions.**

- i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

**d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

**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.

#### 4. DAVIS-BACON ACT

- a. **Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. **Applicability.** The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- c. **Requirements.** If applicable, the non-federal entity must do the following:
  - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with





**FEMA**

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

## 5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).





- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program.**
  
- c. **Requirements.** If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

**Sample Language.** The following provides a sample contract clause:

**Compliance with the Copeland “Anti-Kickback” Act.**

- a. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment





as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. **Applicability.** This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. **Suggested Language.** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

### 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.





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**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(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 (b)(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 (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The **(write in the name of the Federal agency or the loan or grant recipient)** 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 (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under





Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “*funding agreement*.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “*funding agreement*” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

### 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 (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) 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 (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) 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.

## **9. DEBARMENT AND SUSPENSION**

- a. **Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative







agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
  1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  2. The contract requires the approval of FEMA, regardless of amount.
  3. The contract is for federally-required audit services.
  4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. Suggested Language. The following provides a debarment and suspension





clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

#### 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 is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). 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 (**insert name of recipient/subrecipient/applicant**), 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.

#### **10. BYRD ANTI-LOBBYING AMENDMENT**

- a. **Standard.** 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must 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 Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any





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Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date





## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. **Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. **Applicability.** This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. **Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. **Suggested Language.**
  - 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—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. 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."





## RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

### 1. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

- b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (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 representatives 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 **(write in name of the non-federal entity)** 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.

## 2. CHANGES

- a. **Standard.** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. **Applicability.** FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## 3. DHS SEAL, LOGO, AND FLAGS

- a. **Standard.** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. **Applicability.** FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.
- c. **Suggested Language.**

"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."





#### 4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. Suggested Language.

“This is an acknowledgement 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.”

#### 5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.
- c. Suggested Language.

“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.”

#### 6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or







fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. Suggested Language.

“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.”



**Attachment J**  
**DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT**

**The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:**

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

**The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:**

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

**Key Points that *must* be followed when Administering FEMA Grants:**

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

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Sub-Recipient Agency

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Date

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Signature

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Printed Name & Title

**Attachment K  
JUSTIFICATION FOR ADVANCE PAYMENT**

**RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.</p>
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If you are requesting an advance, complete the following chart and line item justification below.

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Agreement</b>
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** July 7, 2020

**DEPARTMENT:** Human Resources

**TITLE:**

Standard Insurance Policies for FY 2020/21 Employee Health and Welfare Benefits

**SUMMARY:**

The Policies authorize the following:

1. CIGNA to provide Health, Dental, Life and AD&D Insurance
2. EyeMed to provide Vision Insurance
3. CIGNA to provide EAP Services
4. Benefits Workshop to provide COBRA Administrative Services
5. CIGNA to provide voluntary supplemental Insurance

**BACKGROUND AND JUSTIFICATION:**

Our Benefits Broker of Record, The Gehring Group, conducts the bidding of the City's standard insurance policies. Based on its bidding process for FY 2019/20, the Gehring Group negotiated a 6.5% increase in premium for the continuation of our current medical benefits programs, 3.8% for our Dental PPO Benefit program and a 0% increase for our Dental DHMO benefit program with CIGNA. After several years reflecting a high claims experience and risk of exposing the City to potentially much higher premium increases, continuation of the current programs with CIGNA for the coming fiscal year is the most prudent course of action for the City.

**MOTION:**

Move to approve/disapprove the insurance policies:

1. CIGNA to provide Health, Dental, Life and AD&D Insurance
2. EyeMed to provide Vision Insurance
3. CIGNA to provide EAP Services
4. Benefits Workshop to provide COBRA Administrative Services
5. CIGNA to provide voluntary supplemental Insurance

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Employee Benefits Executive Cost Summary  
Medical Dental Renewal Evaluation

**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 Expenditures	0	\$3,940,907	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	 0	 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	FY21 Budget	Current Balance	Agenda Expenditure	Balance
540-1320-513.23-30	Employee Benefits/Health Insurance		\$3,812,511			
540-1320-513.23-70	Employee Benefits/Vision Insurance		\$22,230			
540-1320-513.34-50	Employee Benefits/Contractual Services		\$580			
540-1320-513.23-90	Employee Benefits/Supplemental Insurance		\$27,292			
540-1320-513.23-60	Employee Benefits/DMO		\$75,414			
540-1320-513.23-50	Employee Benefits/Other		\$2,880			
	<b>Total Benefits</b>		<b>\$3,940,907</b>			

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

City of Lake Worth Beach  
 Employee Benefits Executive Summary  
 Effective Date: October 1, 2020



MEDICAL	Current						Renewal						
	Total	Employer	Employee	EE Per Pay (24)	ER Per Pay (24)	ER %	Total	Employer	Employee	EE Per Pay (24)	ER Per Pay (24)	ER %	Per Pay Increase
<b>OAPIN</b>		<b>CIGNA</b>						<b>CIGNA</b>					
Employee 212	\$722.87	\$722.87	\$0.00	\$0.00	\$361.44	100%	\$769.76	\$769.76	\$0.00	\$0.00	\$384.88	100%	\$0.00
Employee + Spouse 45	\$1,493.58	\$1,229.19	\$264.39	\$132.19	\$614.60	82%	\$1,590.45	\$1,308.91	\$281.54	\$140.77	\$654.46	82%	\$8.58
Employee + Child(ren) 29	\$1,356.73	\$1,139.49	\$217.24	\$108.62	\$569.75	84%	\$1,444.73	\$1,213.40	\$231.33	\$115.67	\$606.70	84%	\$7.04
Employee + Family 33	\$2,257.08	\$1,719.69	\$537.39	\$268.70	\$859.85	76%	\$2,403.47	\$1,831.23	\$572.24	\$286.12	\$915.62	76%	\$17.42
<b>Monthly Premium 319</b>	<b>\$334,288</b>	<b>\$298,357</b>	<b>\$35,931</b>				<b>\$355,971</b>	<b>\$317,709</b>	<b>\$38,262</b>				
<b>Annual Premium</b>	<b>\$4,011,460</b>	<b>\$3,580,284</b>	<b>\$431,177</b>				<b>\$4,271,653</b>	<b>\$3,812,511</b>	<b>\$459,141</b>				
<b>\$ Increase / (Decrease)</b>	-	-	-				<b>\$260,192</b>	<b>\$232,227</b>	<b>\$27,965</b>				
<b>% Increase / (Decrease)</b>	-	-	-				<b>6.5%</b>	<b>6.5%</b>	<b>6.5%</b>				

Dental	CIGNA - Expires 9/30/2020						CIGNA - Expires 9/30/2021						
	Total	Employer	Employee	EE Per Pay (24)	ER Per Pay (24)	ER %	Total	Employer	Employee	EE Per Pay (24)	ER Per Pay (24)	ER %	Per Pay Increase
<b>PPO</b>													
Employee 111	\$27.68	\$16.83	\$10.85	\$5.43	\$8.42	61%	\$29.20	\$17.75	\$11.45	\$5.73	\$8.88	61%	\$0.30
Employee + Spouse 36	\$51.09	\$17.98	\$33.11	\$16.55	\$8.99	35%	\$53.90	\$18.97	\$34.93	\$17.47	\$9.49	35%	\$0.91
Employee + Child(ren) 17	\$69.53	\$18.94	\$50.59	\$25.29	\$9.47	27%	\$73.35	\$19.98	\$53.37	\$26.69	\$9.99	27%	\$1.40
Employee + Family 20	\$106.51	\$20.77	\$85.74	\$42.87	\$10.39	20%	\$112.36	\$21.92	\$90.44	\$45.22	\$10.96	20%	\$2.35
<b>DHMO</b>													
Employee 93	\$17.84	\$17.84	\$0.00	\$0.00	\$8.92	100%	\$17.84	\$17.84	\$0.00	\$0.00	\$8.92	100%	\$0.00
Employee + Spouse 18	\$32.78	\$21.44	\$11.34	\$5.67	\$10.72	65%	\$32.78	\$21.44	\$11.34	\$5.67	\$10.72	65%	\$0.00
Employee + Child(ren) 13	\$40.19	\$23.54	\$16.65	\$8.33	\$11.77	59%	\$40.19	\$23.53	\$16.66	\$8.33	\$11.77	59%	\$0.00
Employee + Family 17	\$59.03	\$29.55	\$29.48	\$14.74	\$14.78	50%	\$59.03	\$29.55	\$29.48	\$14.74	\$14.78	50%	\$0.00
<b>Monthly Premium 325</b>	<b>\$11,999</b>	<b>\$6,106</b>	<b>\$5,893</b>				<b>\$12,451</b>	<b>\$6,285</b>	<b>\$6,166</b>				
<b>Annual Premium</b>	<b>\$143,989</b>	<b>\$73,274</b>	<b>\$70,714</b>				<b>\$149,411</b>	<b>\$75,414</b>	<b>\$73,997</b>				
<b>\$ Increase / (Decrease)</b>	-	-	-				<b>\$5,422</b>	<b>\$2,140</b>	<b>\$3,282</b>				
<b>% Increase / (Decrease)</b>	-	-	-				<b>3.8%</b>	<b>2.9%</b>	<b>4.6%</b>				

Vision	EyeMed - Expires 9/30/2021						EyeMed - Expires 9/30/2021						
	Total	Employer	Employee	EE Per Pay (24)	ER Per Pay (24)	ER %	Total	Employer	Employee	EE Per Pay (24)	ER Per Pay (24)	ER %	Per Pay Increase
Employee 202	\$5.70	\$5.70	\$0.00	\$0.00	\$2.85	100%	\$5.70	\$5.70	\$0.00	\$0.00	\$2.85	100%	\$0.00
Employee + Spouse 56	\$11.42	\$5.70	\$5.72	\$2.86	\$2.85	50%	\$11.42	\$5.70	\$5.72	\$2.86	\$2.85	50%	\$0.00
Employee + Child(ren) 31	\$9.67	\$5.70	\$3.97	\$1.99	\$2.85	59%	\$9.67	\$5.70	\$3.97	\$1.99	\$2.85	59%	\$0.00
Employee + Family 36	\$15.96	\$5.70	\$10.26	\$5.13	\$2.85	36%	\$15.96	\$5.70	\$10.26	\$5.13	\$2.85	36%	\$0.00
<b>Monthly Premium 325</b>	<b>\$2,665</b>	<b>\$1,853</b>	<b>\$813</b>				<b>\$2,665</b>	<b>\$1,853</b>	<b>\$813</b>				
<b>Annual Premium</b>	<b>\$31,983</b>	<b>\$22,230</b>	<b>\$9,753</b>				<b>\$31,983</b>	<b>\$22,230</b>	<b>\$9,753</b>				
<b>\$ Increase / (Decrease)</b>	-	-	-				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>				
<b>% Increase / (Decrease)</b>	-	-	-				<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>				

Basic Life and AD&D	CIGNA - Expires 9/30/2020						CIGNA - Expires 9/30/2022						
	Total	Employer	Employee	EE Per Pay (24)	ER Per Pay (24)	ER %	Total	Employer	Employee	EE Per Pay (24)	ER Per Pay (24)	ER %	Per Pay Increase
Assuming Volume of:	\$10,337,950	\$10,337,950	\$0				\$10,337,950	\$10,337,950	\$0				
Basic Life Rate	\$0.20	\$0.20	\$0.00				\$0.20	\$0.20	\$0.00				
Basic AD&D Rate	\$0.02	\$0.02	\$0.00				\$0.02	\$0.02	\$0.00				
Total Rate/\$1,000	\$0.22	\$0.22	\$0.00				\$0.22	\$0.22	\$0.00				
<b>Annual Premium</b>	<b>\$27,292</b>	<b>\$27,292</b>	<b>\$0</b>				<b>\$27,292</b>	<b>\$27,292</b>	<b>\$0</b>				
<b>\$ Increase / (Decrease)</b>	-	-	-				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>				
<b>% Increase / (Decrease)</b>	-	-	-				<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>				

City of Lake Worth Beach  
 Employee Benefits Executive Summary  
 Effective Date: October 1, 2020



MEDICAL	Current						Renewal						
	Total	Employer	Employee	EE Per Pay (24)	ER Per Pay (24)	ER %	Total	Employer	Employee	EE Per Pay (24)	ER Per Pay (24)	ER %	Per Pay Increase
<b>Vol Long-Term Disability</b>	<b>CIGNA - Expires 9/30/2020</b>						<b>CIGNA - Expires 9/30/2022</b>						
LTD Benefits Volume	\$260,851	\$0	\$260,851				\$260,851	\$0	\$260,851				
LTD Rate / \$100	\$1.450	\$0.00	\$1.45				\$1.450	\$0.00	\$1.45				
<b>Annual Premium</b>	<b>\$45,388</b>	<b>\$0</b>	<b>\$45,388</b>				<b>\$45,388</b>	<b>\$0</b>	<b>\$45,388</b>				
\$ Increase / (Decrease)	-	-	-				\$0	\$0	\$0				
% Increase / (Decrease)	-	-	-				0.0%	0.0%	0.0%				
<b>Vol Short-Term Disability</b>	<b>CIGNA - Expires 9/30/2020</b>						<b>CIGNA - Expires 9/30/2022</b>						
STD Benefits Volume	\$87,628	\$0	\$87,628				\$87,628	\$0	\$87,628				
STD Rate / \$10	\$0.340	\$0.000	\$0.340				\$0.340	\$0.000	\$0.340				
<b>Annual Premium</b>	<b>\$35,752</b>	<b>\$0</b>	<b>\$35,752</b>				<b>\$35,752</b>	<b>\$0</b>	<b>\$35,752</b>				
\$ Increase / (Decrease)	-	-	-				\$0	\$0	\$0				
% Increase / (Decrease)	-	-	-				0.0%	0.0%	0.0%				
<b>EAP</b>	<b>CIGNA - Expires 9/30/2020</b>						<b>CIGNA - Expires 9/30/2022</b>						
Per Employee Rate 358	\$1.62	\$1.62	\$0.00				\$1.62	\$1.62	\$0.00				
<b>Annual Premium</b>	<b>\$580</b>	<b>\$580</b>	<b>\$0</b>				<b>\$580</b>	<b>\$580</b>	<b>\$0</b>				
\$ Increase / (Decrease)	-	-	-				\$0	\$0	\$0				
% Increase / (Decrease)	-	-	-				0.0%	0.0%	0.0%				
<b>Cobra Admin</b>	<b>Benefits Workshop - Expires 9/30/2020</b>						<b>Benefits Workshop - Expires 9/30/2021</b>						
Monthly Flat Fee	\$240.00	\$240.00	\$0.00				\$240.00	\$240.00	\$0.00				
<b>Annual Premium</b>	<b>\$2,880</b>	<b>\$2,880</b>	<b>\$0</b>				<b>\$2,880</b>	<b>\$2,880</b>	<b>\$0</b>				
\$ Increase / (Decrease)	-	-	-				\$0	\$0	\$0				
% Increase / (Decrease)	-	-	-				0.0%	0.0%	0.0%				
<b>Total Benefits Premium</b>	<b>CIGNA - Expires 9/30/2020</b>						<b>CIGNA - Expires 9/30/2022</b>						
<b>ANNUAL PREMIUM</b>	<b>\$4,299,325</b>	<b>\$3,706,540</b>	<b>\$592,784</b>				<b>\$4,564,939</b>	<b>\$3,940,907</b>	<b>\$624,031</b>				
\$ INCREASE / (DECREASE)	-	-	-				\$265,614	\$234,367	\$31,247				
% INCREASE / (DECREASE)	-	-	-				6.2%	6.3%	5.3%				



**City of Lake Worth Beach**  
**Medical Insurance Evaluation**  
**Effective Date: October 1, 2020**

SCHEDULE OF BENEFITS	Current	Renewal	Negotiated Renewal
	Cigna OAPIN	Cigna OAPIN	Cigna OAPIN
<b>Plan Basics</b>	<b>In Network</b>	<b>In Network</b>	<b>In Network</b>
<b>Deductible</b>	Calendar	Calendar	Calendar
Single	\$2,000	\$2,000	\$2,000
Family	\$4,000	\$4,000	\$4,000
<b>Out of Pocket Maximum</b>			
Single	\$7,150	\$7,150	\$7,150
Family	\$14,300	\$14,300	\$14,300
Coinsurance (Member Pays)	20%	20%	20%
<b>Physician Services</b>			
Preventive Care	No Charge	No Charge	No Charge
Physician Office Visit	\$45	\$45	<b>\$35</b>
Specialist Office Visit	\$75	\$75	<b>\$70</b>
Telehealth/Virtual Visit	\$40	\$40	<b>\$35</b>
Lab / X-Ray	20% after CYD	20% after CYD	20% after CYD
Advanced Imaging	\$500	\$500	\$500
Urgent Care Visit	\$75	\$75	<b>\$60</b>
<b>Hospital Services</b>			
Inpatient	20% after CYD	20% after CYD	20% after CYD
Outpatient	20% after CYD	20% after CYD	20% after CYD
Emergency Room	\$350 after CYD	\$350 after CYD	\$350 after CYD
Physician Services at Hospital	20% after CYD	20% after CYD	20% after CYD
<b>Mental Health / Substance Abuse</b>			
Inpatient Hospital	20% after CYD	20% after CYD	20% after CYD
Outpatient (OV/Other)	\$75/20% after CYD	\$75/20% after CYD	\$75/20% after CYD
<b>Pharmacy Plan</b>			
Tier 1 / Generic	\$20	\$20	\$20
Tier 2 / Preferred Brand	\$50	\$50	\$50
Tier 3 / Non Preferred Brand	\$100	\$100	\$100
Tier 4 / Specialty Drug	\$20/\$50/\$100	\$20/\$50/\$100	\$20/\$50/\$100
Mail Order (Excluding Specialty)	2.5x retail	2.5x retail	2.5x retail
<b>Rates</b>	Minimum Premium Rates	Minimum Premium Rates	Minimum Premium Rates
Employee 212	\$722.87	\$769.76	\$769.76
Employee + Spouse 45	\$1,493.58	\$1,590.45	\$1,590.45
Employee + Child(ren) 29	\$1,356.73	\$1,444.73	\$1,444.73
Family 33	\$2,257.08	\$2,403.47	\$2,403.47
<b>Monthly Premium 330</b>	<b>\$334,288</b>	<b>\$355,971</b>	<b>\$355,971</b>
<b>Annual Premium</b>	<b>\$4,011,460</b>	<b>\$4,271,653</b>	<b>\$4,271,653</b>
<b>\$ Increase/(Decrease)</b>	-	<b>\$260,192</b>	<b>\$260,192</b>
<b>% Increase/(Decrease)</b>	-	<b>6.5%</b>	<b>6.5%</b>

**City of Lake Worth Beach**  
**Minimum Premium Evaluation**  
**Effective Date: October 1, 2020**

CURRENT						
Cigna	Administration Fees			Liability		Funding
	Expenses	Admin Fee (Access Fee)	Stop Loss Charge (EPB)	Bank Account Liability	Terminal Liability	Suggested Funding
<b>OAPIN</b>						
Employee 212	\$77.71	\$23.16	\$135.83	<b>\$481.08</b>	\$5.09	<b>\$722.87</b>
Employee + Spouse 45	\$163.96	\$23.16	\$280.65	<b>\$1,015.08</b>	\$10.73	<b>\$1,493.58</b>
Employee + Child(ren) 29	\$148.65	\$23.16	\$254.94	<b>\$920.25</b>	\$9.73	<b>\$1,356.73</b>
Employee + Family 33	\$249.41	\$23.16	\$424.12	<b>\$1,544.06</b>	\$16.33	<b>\$2,257.08</b>
<b>Total 319</b>						
<b>Monthly Cost</b>	\$36,394	\$7,388	\$62,814	\$225,309	\$2,383	<b>\$334,288</b>
<b>Annual Cost</b>	<b>\$436,729</b>	<b>\$88,656</b>	<b>\$753,773</b>	<b>\$2,703,705</b>	<b>\$28,595.88</b>	<b>\$4,011,460</b>
	<u>Total Administration Cost</u> \$1,279,159			<u>Total Claims Liability</u> \$2,703,705	<u>Terminal Liability</u> \$28,596	<u>Maximum Cost</u> \$4,011,460

RENEWAL					
Administration Fees			Liability		Funding
Expenses	Admin Fee (Access Fee)	Stop Loss Charge (EPB)	Bank Account Liability	Terminal Liability	Suggested Funding
\$81.91	\$23.36	\$154.85	<b>\$509.64</b>	\$0.00	<b>\$769.76</b>
\$171.83	\$23.36	\$319.94	<b>\$1,075.32</b>	\$0.00	<b>\$1,590.45</b>
\$155.87	\$23.36	\$290.63	<b>\$974.87</b>	\$0.00	<b>\$1,444.73</b>
\$260.92	\$23.36	\$483.50	<b>\$1,635.69</b>	\$0.00	<b>\$2,403.47</b>
\$38,228	\$7,452	\$71,609	\$238,682	\$0	<b>\$355,971</b>
<b>\$458,734</b>	<b>\$89,422</b>	<b>\$859,311</b>	<b>\$2,864,185</b>	<b>\$0.00</b>	<b>\$4,271,653</b>
	<u>Total Administration Cost</u> \$1,407,468		<u>Total Claims Liability</u> \$2,864,185	<u>Terminal Liability</u> \$0	<u>Maximum Cost</u> \$4,271,653

<b>TOTAL ANNUAL MAXIMUM COST:</b>	<b>\$4,011,460</b>
<b>TOTAL ANNUAL MAXIMUM COST CHANGE:</b>	-
<b>TOTAL ANNUAL % CHANGE</b>	-

<b>\$4,271,653</b>
<b>\$260,192</b>
<b>6.5%</b>

**City of Lake Worth Beach  
Dental Evaluation - PPO  
Effective Date: October 1, 2020**

		<b>Current</b>		<b>Renewal</b>		<b>Negotiated Renewal</b>	
		<b>Cigna Total DPPO</b>		<b>Cigna Total DPPO</b>		<b>Cigna Total DPPO</b>	
<b>Deductible</b>		<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
Annual Benefit Maximum		\$1,000		\$1,000		\$1,000	
Single		\$50	\$50	\$50	\$50	\$50	\$50
Family Aggregate		\$150	\$150	\$150	\$150	\$150	\$150
Deductible Waived for Class 1		Yes	Yes	Yes	Yes	Yes	Yes
<b>Benefits</b>							
Class I: Preventive / Diagnostic		100%	100%	100%	100%	100%	100%
Class II: Basic / Restorative		80% After CYD	80% After CYD	80% After CYD	80% After CYD	80% After CYD	80% After CYD
Class III: Major / Replacement		50% After CYD	50% After CYD	50% After CYD	50% After CYD	50% After CYD	50% After CYD
Periodontics and Endodontics		Major		Major		Major	
Class IX: Implants		50% After CYD	50% After CYD	50% After CYD	50% After CYD	50% After CYD	50% After CYD
Class IV: Orthodontic Treatment		50%	50%	50%	50%	50%	50%
Orthodontia Lifetime Maximum		\$1,500		\$1,500		\$1,500	
Orthodontia Coverage		Children to age 19		Children to age 19		Children to age 19	
Waiting period (Timely Entrants)		12 Months – Class III & IV		12 Months – Class III & IV		12 Months – Class III & IV	
Out of Network Benefits Payable		UCR 90th Percentile		UCR 90th Percentile		UCR 90th Percentile	
<b>Rate Guarantee Ends</b>		<b>9/30/2020</b>		<b>9/30/2021</b>		<b>9/30/2021</b>	
<b>Rates</b>							
Employee	111	\$27.68		\$29.89		\$29.20	
Employee + Spouse	36	\$51.09		\$55.17		\$53.90	
Employee + Child(ren)	17	\$69.53		\$75.08		\$73.35	
Employee + Family	20	\$106.51		\$115.01		\$112.36	
<b>Monthly Premium</b>	<b>184</b>	<b>\$8,224</b>		<b>\$8,880</b>		<b>\$8,676</b>	
<b>Annual Premium</b>		<b>\$98,687</b>		<b>\$106,566</b>		<b>\$104,109</b>	
<b>\$ Increase</b>		<b>-</b>		<b>\$7,878</b>		<b>\$5,422</b>	
<b>% Increase</b>		<b>-</b>		<b>8.0%</b>		<b>5.5%</b>	

**City of Lake Worth Beach**  
**Dental Evaluation - DHMO**  
**Effective Date: October 1, 2020**

		<b>Current</b>	<b>Renewal</b>	<b>Negotiated Renewal</b>
		<b>Cigna P4XVO</b>	<b>Cigna P4XVO</b>	<b>Cigna P4XVO</b>
<b>Calendar Year Maximum</b>		<b><i>In Network</i></b>	<b><i>In Network</i></b>	<b><i>In Network</i></b>
Per Member		Does Not Apply	Does Not Apply	Does Not Apply
Per Family		Does Not Apply	Does Not Apply	Does Not Apply
Deductible Waived for Class 1		Does Not Apply	Does Not Apply	Does Not Apply
<b>Class I Services: Preventative/ Diagnostic</b>	<b>Code</b>			
Office Visit		\$5	\$5	\$5
Routine Oral Exam (2 Per Year)	120	No Charge	No Charge	No Charge
Routine Cleanings (2 Per Year)	1110	No Charge	No Charge	No Charge
Bitewing X-rays (2 Per Year)	270	No Charge	No Charge	No Charge
Complete X-rays	210	No Charge	No Charge	No Charge
Fluoride Treatments to Age 16 (2 Per Year)	1206	No Charge	No Charge	No Charge
Sealant per tooth	1351	\$7	\$7	\$7
Palliative (emergency) treatment of dental pain- minor procedure	9110	\$3	\$3	\$3
<b>Class II Services: Basic Restorative</b>				
Fillings (Amalgam, 3 Surface)	2160	No Charge	No Charge	No Charge
Fillings (Resin, 3 Surface Anterior)	2332	No Charge	No Charge	No Charge
Fillings (Resin, 3 Surface Posterior)	2393	\$65	\$65	\$65
Simple Extractions	7140	\$3	\$3	\$3
Endodontic Therapy (Root Canal) - Molar, Excluding Final Restoration	3330	\$195	\$195	\$195
<b>Class III Services: Major Restorative</b>				
Bridges	6242	\$130	\$130	\$130
Crowns (Porcelain Fused to Metal)	2750	\$130	\$130	\$130
Dentures	5110	\$135	\$135	\$135
<b>Orthodontia <sup>1</sup></b>				
Treatment Benefit- Child	8670	\$1,224	\$1,224	\$1,224
Treatment Benefit- Adult	8670	\$1,728	\$1,728	\$1,728
<b>Rate Guarantee Ends</b>		<b>9/30/2020</b>	<b>9/30/2021</b>	<b>9/30/2021</b>
<b>Rates</b>				
Employee	93	\$17.84	\$18.55	\$17.84
Employee + Spouse	18	\$32.78	\$34.09	\$32.78
Employee + Child(ren)	13	\$40.19	\$41.80	\$40.19
Employee + Family	17	\$59.03	\$61.39	\$59.03
<b>Monthly Premium:</b>	<b>141</b>	<b>\$3,775</b>	<b>\$3,926</b>	<b>\$3,775</b>
<b>Annual Premium:</b>		<b>\$45,302</b>	<b>\$47,110</b>	<b>\$45,302</b>
<b>\$ Increase:</b>		<b>-</b>	<b>\$1,808</b>	<b>\$0</b>
<b>% Increase:</b>		<b>-</b>	<b>4.0%</b>	<b>0.0%</b>

<sup>1</sup> Orthodontia Treatment Code represent a typical orthodontia treatment plan. Actual costs may vary for an individual's plan.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** July 7, 2020

**DEPARTMENT:** Water Utilities

**TITLE:**

Task Order No. 4 with RADISE International, LC for geotechnical engineer services for Test Wells 17A and 18A Project.

**SUMMARY:**

Task Order No. 4 to Professional Services Agreement authorizes RADISE International, LC to provide geotechnical engineer services for the drilling of Test Wells 17A and 18A project in the amount of \$70,851.

**BACKGROUND AND JUSTIFICATION:**

The City Water Utilities Department holds a consumptive use permit with South Florida Water Management District (SFWMD) for the Floridan and surficial aquifer wells that provide raw water to the water treatment plant. The permit includes provisions to drill new surficial wells to allow well rotation and extend the life of all of the wells. RADISE International, LC will drill two test wells into the surficial aquifer to determine water quality and potential permanent surficial aquifer well sites; one located in John Prince Park just south of Lake Worth Road and one located east of I-95 between 2<sup>nd</sup> and 3<sup>rd</sup> Avenues North.

**MOTION:**

Move to approve/disapprove Task Order No. 4 with RADISE International, LC for geotechnical engineer services for Test Wells 17A and 18A project in the amount of \$70,851.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order No. 4

## 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	\$70,851	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	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$70,851</b>	<b>0</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
402-7021-533.46-46	Water Treatment/Wells	N/A	\$322,881	\$274,101.70	-\$70,851	\$203,250.70

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

Brian Shields – Director

Bruce Miller – Finance Director

Christy Goddeau – City Attorney

Michael Bornstein – City Manager

## Task Order for the Lake Worth Beach Geotechnical Engineer Services

### TASK ORDER NO. 4

THIS TASK ORDER ("Task Order") is made on the \_\_\_\_ day of \_\_\_\_\_, 2020, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City") and RADISE International, LC, a Florida corporation ("Consultant").

#### **1.0 Project Description:**

The City desires the Consultant to provide those services as identified herein and generally described as: Test Wells 17A & 18A (the "Project").

#### **2.0 Scope**

Under this Task Order, the Consultant will provide professional services to the City as detailed in the Consultant's Proposal, dated June 18, 2020, attached hereto and incorporated herein as Exhibit "1".

#### **3.0 Schedule**

The services to be provided under this Task Order shall be completed within 70 calendar days (50 business days) from the City's approval of this Task Order or the issuance of a Notice to Proceed.

#### **4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount of \$70,851.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the Consultant is Andrew Nixon, P.E., phone: (561) 841-0103; email: andrew.nixon@radise.net; and, the Project Manager for the City is Julie Parham, PE, phone: (561) 586-1798; email: jparham@lakeworthbeachfl.gov.

#### **6.0 Progress Meetings**

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

#### **7.0 Authorization**

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the First Amendment to Agreement for Professional Services between the City of Lake Worth Beach and the Consultant, dated March 11, 2020 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Task

Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order 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:

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

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

Consultant: **RADISE International, LC**

By: \_\_\_\_\_  
Print Name: Panneer Shanmugam, PE  
Title: President

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22 day of June, 2020, by Panneer Shanmugam, as President of RADISE International, LC, 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: Jenny Cadet  
My commission expires: Nov 5, 2021





June 18, 2020

**City of Lake Worth Beach**  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460

Attention: Julie Parham, PE  
Phone: 561-586-1798  
Email: [jparham@lakeworthbeachfl.gov](mailto:jparham@lakeworthbeachfl.gov)

**RE: Proposal for Test Wells 17A & 18A**  
**City of Lake Worth Beach**  
**Palm Beach County, Florida**

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Dear Mrs. Parham, P.E.

RADISE International, L.C. (RADISE) is pleased to submit this proposal for the above referenced project. It is our understanding that the City of Lake Worth Beach needs to relocate two aquifer production wells. Two new potential well sites have been identified within the City limits. Therefore, RADISE proposes to conduct a subsurface exploration and test well program to determine the lithology and water quality at the potential well sites. This proposal presents our proposed scope of work, and establishes our schedule and fee for performing the work.

#### **SCOPE OF SERVICES**

The proposed scope of work for the project consists of the following:

1. Visit each site to field mark (paint and/or stake) the planned test locations and observe existing site conditions. The two sites are identified in Attachment B.
2. Notify Sunshine State One-Call of Florida, Inc. (SSOCOF) of the planned explorations to allow affected utility companies the opportunity to mark the location of buried utility lines in the proposed exploration areas. See below for further details.
3. Mobilize a sonic drilling rig to advance a boring to a depth of 300 feet at each site to develop the site lithology. The borings will be performed in general accordance with the procedures recommended in ASTM D-6914 with continuous core samples collected throughout the explored depths. The core samples will be approximately 4 inches in diameter.
4. During boring advancement, a temporary well with 5 feet of well screen will be installed in 20 foot intervals from the water table to a depth of 300 feet. Sampling will start at a depth of 60 feet below grade. A sample of water will be obtained from each interval using a drop hose and analyzed in the field for total dissolved solids and conductivity; samples will be labeled and retained.
5. Following completion of the drilling operations, the borehole will be backfilled with grout.

6. Visually classify the collected soil samples in the field with laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS). Assign and perform a series of laboratory test to ascertain soil index properties for the soils encountered in the borings.
7. Provide a memorandum summarizing the gathered information and laboratory test results.

We assume that access to the boring locations is readily available to our drilling equipment. In addition, we assume that permission from land owners, if different than the City, has been received to allow us to conduct our studies.

Prior to the mobilization of our drilling equipment, we will notify Sunshine 811 of our planned exploration to allow affected utility companies the opportunity to mark the location of buried "public" utility lines in the proposed exploration areas. The locating process will require a lead time of 3 to 5 business days. RADISE cannot take responsibility for damages to "private" underground lines or structures and/or underground services which do not subscribe to SSOCOF; their locations should be provided by the client prior to commencement of the field work. For further assurance, we recommend that a private underground utility locator be retained to scan the proposed boring locations using ground penetrating radar technology to identify underground utilities.

#### **SCHEDULE/DELIVERABLES**

Upon receiving written authorization to proceed, we will commence with field marking of the boring locations and preparation of the utility locate request. Mobilization for the drilling operations will occur soon after Sunshine 811 clearance of boring locations is received from the contacted utilities. These two upfront activities are expected to require about 4 weeks to complete.

The specified field drilling work is expected to require 6 days to complete. The laboratory testing program will require about 3 weeks to complete following completion of field work and the summary report can be completed within 2 weeks after completion of the laboratory testing program. We expect to provide the final report signed and sealed by a registered professional engineer within 10 weeks of notice to proceed; however, accelerations of this schedule may be facilitated if needed.

#### **COMPENSATION & TERMS**

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the scope of work outlined previously for a Lump Sum Fee of **\$70,851.00**, as detailed in the Fee Breakdown on Attachment A. Our work will be performed in accordance with the terms and conditions of our City of Lake Worth Beach service contract (RFQ No. 18-303).

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Soil samples obtained from the drilling operations will be retained by RADISE for a period of 90 days from the date of drilling and then they will be discarded unless alternate terms are agreed to in writing with the client.

#### **CLOSURE**

RADISE appreciates the opportunity to provide our services for this project, and trust that the scope of work and fee presented in this proposal are clear and understandable. Should the proposal contents require any clarification or amplification, please feel free to contact us.



Sincerely,  
**RADISE International, L.C.**



**Andrew Nixon, P.E.**  
Operations Manager

Attachments: A - Fee Breakdown



**ATTACHMENT A - FEE BREAKDOWN**  
**Test Wells 17A & 18A**  
**City of Lake Worth Beach**  
**Palm Beach County, Florida**

	Qty	Unit	Unit Price	Total
<b>1.0 FIELD EXPLORATION</b>				
1.1 Stake borings, utility clearance & project coordination (Project Engineer)	16	Hour	\$ 135.00	\$ 2,160.00
1.2 Sonic Borings & Well Construction (2 to 300') - 3 days/site Provided by Earth Tech Drilling, Inc. (at Cost; Backup attached)				
1.2.1 Sonic Rig Mobilization	1	Each	\$ 1,200.00	\$ 1,200.00
1.2.2 Daily Personnel Mobilization	6	Day	\$ 325.00	\$ 1,950.00
1.2.3 Sonic Daily Rate	6	Day	\$ 3,700.00	\$ 22,200.00
1.2.4 8" Sonic Over Ride Casing	300	Foot	\$ 25.00	\$ 7,500.00
1.2.5 Compact Track Loader/Water Support	6	Day	\$ 475.00	\$ 2,850.00
1.2.6 1" PVC Well Materials	600	Foot	\$ 10.00	\$ 6,000.00
1.2.7 Wooden Core Boxes (10' per box)	60	Each	\$ 55.75	\$ 3,345.00
1.2.8 Groundwater Sampling Standby	30	Each	\$ 95.00	\$ 2,850.00
1.2.9 Hydrant Meter	1	Each	\$ 1,000.00	\$ 1,000.00
1.2.10 Borehole Grouting	600	Foot	\$ 8.00	\$ 4,800.00
1.3 Field Supervision, Borehole Logging & Groundwater Sampling				
1.3.1 Senior Engineering Technician (6 days @ 12 hrs/day)	72	Hour	\$ 60.00	\$ 4,320.00
1.3.2 Sampling Equipment	6	Day	\$ 250.00	\$ 1,500.00
			<b>TOTAL FIELD SERVICES</b>	<b>\$ 61,675.00</b>
<b>2.0 LABORATORY SERVICES</b>				
2.1 Laboratory Visual Classification QC/Verification (Project Engineer)	4	Hour	\$ 135.00	\$ 540.00
2.2 Moisture Content (15 tests/boring)	30	Each	\$ 12.00	\$ 360.00
2.3 Grain Size Distribution (15 tests/boring)	30	Each	\$ 88.00	\$ 2,640.00
			<b>TOTAL LABORATORY SERVICES</b>	<b>\$ 3,540.00</b>
<b>3.0 PROFESSIONAL ENGINEERING AND REPORTING SERVICES</b>				
3.1 Senior Project Engineer	6	Hour	\$ 155.00	\$ 930.00
3.2 Project Engineer	30	Hour	\$ 135.00	\$ 4,050.00
3.3 Draftsman	8	Hour	\$ 58.00	\$ 464.00
3.4 Administrative Assistant	4	Hour	\$ 48.00	\$ 192.00
			<b>TOTAL PROFESSIONAL SERVICES</b>	<b>\$ 5,636.00</b>
			<b>TOTAL AMOUNT</b>	<b>\$ 70,851.00</b>



**EARTH TECH  
DRILLING**  
Environmental / Geotechnical  
**954-974-2424**

2703 NW 19th Street, Pompano Beach, FL 33069

Monitoring Wells Sparge Wells Direct Push  
Geotechnical Drilling SONIC Drilling

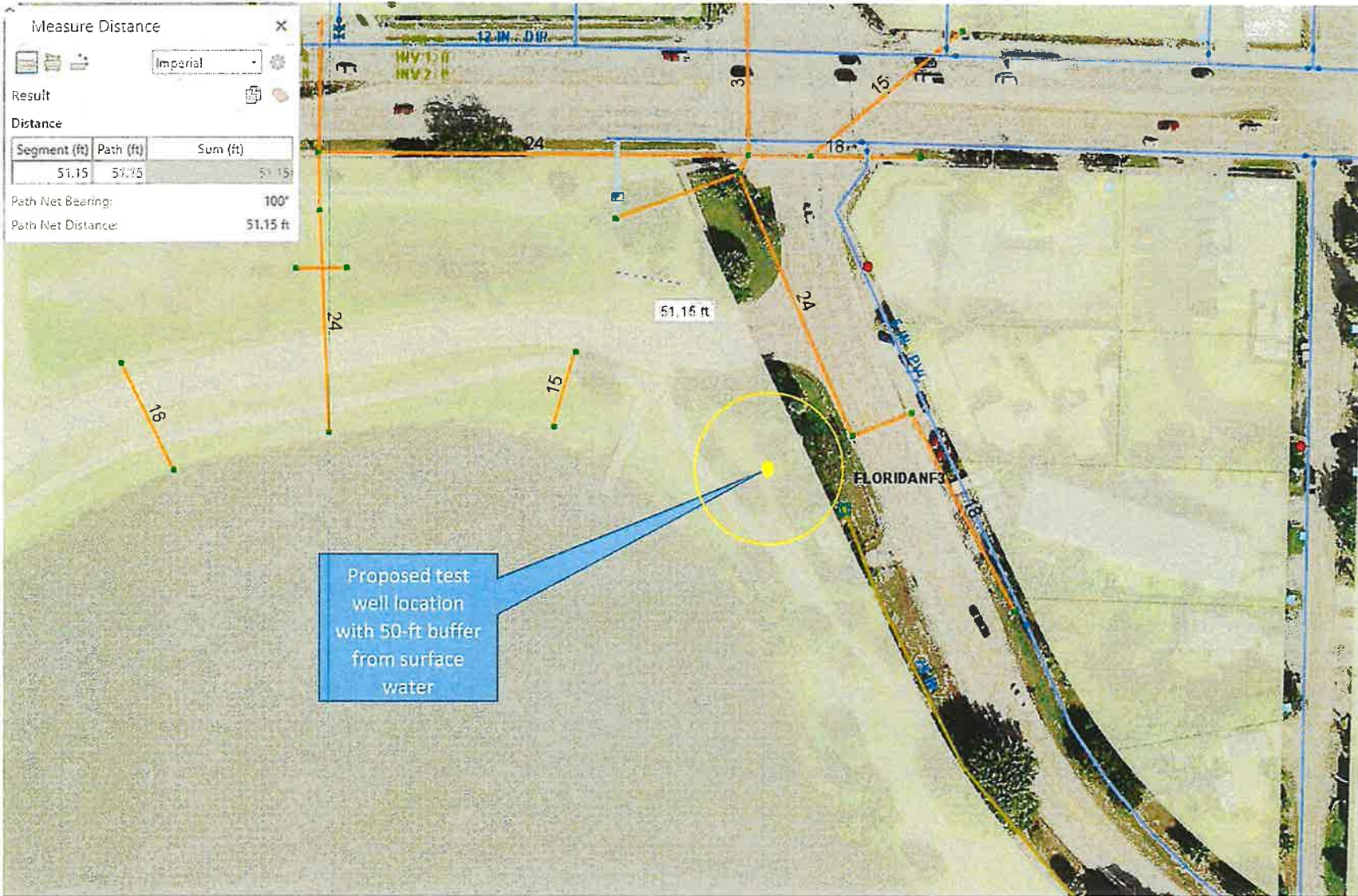
CLIENT: Radise		Andrew Nixon	DATE	4/14/2020
SITE: City of Lake Worth Beach Test Wells			PHONE	(561) 841-0103
PROPOSED SCOPE OF WORK:				
(2) 300' Sonic Soil Borings w/ Water Samples collected every 20' using 1" PVC (Non-Prepack) (15 Samples per)				
8" x 150' Override Casing				
Grout Abandon Boring				
Wooden 5' Sonic Core Boxes				
<b>SONIC DRILL</b>				
	Unit	Unit Rate	Number of Units	Extended Price
Sonic Daily Rate (Compact Track) Price Includes a ten hour work day (7 to 5) Unless otherwise stated in this quote.				
Sonic Daily Rate	per day	\$3,700.00	6	\$22,200.00
Sonic Per Foot Rate	per foot			\$0.00
6" Casing				
8" Sonic Over Ride Casing	per foot	\$25.00	300	\$7,500.00
				\$0.00
Compact Track Loader / Water Support	per day	\$475.00	6	\$2,850.00
<b>WELL MATERIALS</b>				
1" PVC Well Material (includes all annular backfill)	per foot	\$10.00	600	\$6,000.00
2" PVC Well Material (includes all annular backfill)	per foot			\$0.00
4" PVC Well Material (includes all annular backfill)	per foot			\$0.00
1" x 5' Prepacked Well Screen	each			\$0.00
Wooden Core Boxes (Supplied by client)	each	\$55.75	60	\$3,345.00
Well Completion (includes 30 min. development, 8" bolt-down manhole, concrete pad & lockable well cap)				
4" x 4" Protective Riser completion	per well			\$0.00
12" Bolt-down completion	per well			\$0.00
	each			\$0.00
Above Grade Protector (Aluminum)	per well			\$0.00
<b>MISCELLANEOUS</b>				
Mobilization (Sonic Drill with all associated equipment)	roundtrip	\$1,200.00	1	\$1,200.00
Daily Mobilization (to and from site per day)	per day	\$325.00	6	\$1,950.00
Per Diem	per night			\$0.00
Permits	each			\$0.00
Decontamination Pad (incl. setup & breakdown)	lump sum			\$0.00
GW Samples (Estimated at 15 Minutes per sample)	each	\$95.00	30	\$2,850.00
Hydrant Meter / Water Support	ls	\$1,000.00	1	\$1,000.00
DOT Approved 55-gal Drum	each	\$60.00		\$0.00
Vacuum/Air Knife Bore Hole Clearing	per day			\$0.00
Development Time	per hour			\$0.00
Soil Boring Abandonment	per foot	\$8.00	600	\$4,800.00
Hand Work for Soil Borings and Wells	lump sum			\$0.00
Standby / Difficult Moving Time	per hour	\$450.00		\$0.00
Days to Complete Scope of Work	6	Submitted By: Charles Bucher	TOTAL QUOTE PRICE	\$53,695.00

Attachment B

Test well 17A – 2<sup>nd</sup>/3<sup>rd</sup> Avenue North



# Test Well 18A – John Prince Park







# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** July 7, 2020

**DEPARTMENT:** Water Utilities

**TITLE:**

Agreement and Work Order No. 1 with Insituform Technologies, LLC for a subaqueous watermain crossing rehabilitation by Insituform.

**SUMMARY:**

Agreement with and authorization of Work Order No. 1 with Insituform Technologies, LLC for a watermain rehabilitation project on the subaqueous crossing at the Keller Canal at Lake Worth Road in an amount not to exceed \$314,416.55. The price is based on fixed line item costs from BuyBoard National Purchasing cooperative.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach is a member of a national purchasing cooperative "BuyBoard". As a member of this cooperative purchasing board, the City is able to utilize the piggy-back agreement and leverage pre-negotiated work activities in an effective and cost-efficient manner.

The water department experienced a failure of a 12-inch watermain that crosses below the Keller Canal at Lake Worth Road. This watermain is a redundant transmission feed that serves the western service area between Lake Worth Road and 6<sup>th</sup> Ave South to ensure reliable delivery of potable water and fire protection to these customers. The watermain broke under the waterline in the canal at a depth that inhibits conventional repair. The water utility contacted Insituform Technologies, LLC to evaluate the feasibility of rehabbing this main utilizing alternative methods. Insituform has a reinforced pressure pipe line that can be formed in place and cured within the internal diameter of the watermain. In addition, they are one of a few companies that has a product that can be used in potable water applications.

Using negotiated costs from the BuyBoard National Purchasing cooperative 555-18, the water utility can rehabilitate this main and return it to service for a cost not to exceed \$314,416.55.

**MOTION:**

Move to approve/disapprove the Agreement and Work Order No. 1 with Insituform Technologies, LLC for a subaqueous watermain crossing rehabilitation in an amount not to exceed \$314,416.55

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement  
Work Order No. 1

Proposal Pricing  
 Award National Coop 2018  
 Extension Letter February 2021

**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	\$314,416.55	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	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$314,416.55</b>	<b>0</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
422-7034-533.63-60	Water/Mains	WT1707	\$1,640,509	\$388,893.41	-\$314,416.55	\$74,476.86

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

- Brian Shields – Director
- Bruce Miller – Finance Director
- Christy Goddeau – City Attorney
- Michael Bornstein – City Manager

Insituform Technologies, LLC

February 8, 2018

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Piggy-Back Award*

**Proposal Name and Number:** Cured in Place Pipe (CIPP) for Pipeline Rehabilitation, Proposal No. 556-18

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard<sup>®</sup> contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 3/1/2018 through 2/28/2019, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Department Director, Cooperative Procurement

v.6.5

**AGREEMENT FOR CURED IN PLACE PIPE FOR PIPELINE REHABILITATION  
(PIGGY-BACKING THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
BUYBOARD CONTRACT (PROPOSAL NO. 555-18)  
CURED IN PLACE PIPE FOR PIPELINE REHABILITATION)**

**WORK ORDER NO # 1**

THIS WORK ORDER for General Contractor Related Services for Water Main Subaqueous Crossing Rehabilitation Services (“Work Order” hereafter) is made on the \_\_\_\_\_ between the **City of Lake Worth Beach**, a Florida municipal corporation located (“City” hereafter) and **INSITUFORM TECHNOLOGIES, LLC**, a Company authorized to do business in 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 Water Main Subaqueous Crossing Rehabilitation project generally described as: 12” Water Main Subaqueous Rehabilitation Project (the “Project”). The Project is more specifically described in the record drawings prepared by M.A. Schenk Associates, Inc., dated June 15, 2004, and which are incorporated herein by reference.

**2.0 Scope**

Under this Work Order, the Contractor will provide the City of Lake Worth Beach 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 150 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 180 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 500.00 hundred dollars (\$ 500.00) 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 unit cost, not to exceed amount of \$ **314,416.55**. The attached proposal identifies all costs and expenses included in the unit costs, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the Contractor is Frank Kendrick, phone: 813.299.6320; email: [fkendrix@aegion.com](mailto:fkendrix@aegion.com) ; and, the Project Manager for the City is Giles Rhoads, phone: (561) 586-1640; email: [grhoads@lakeworthbeachfl.gov](mailto:grhoads@lakeworthbeachfl.gov).

#### **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 Agreement for Water Main Subaqueous Crossing Rehabilitation Services utilizing the Local Government Purchasing Cooperative BuyBoard Contract (Proposal No. 555-18) Cured in Place Pipe for Pipeline Rehabilitation between the City of Lake Worth Beach and the Contractor, dated \_\_\_\_\_, 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 No. 1** 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: **INSITUFORM TECHNOLOGIES, 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 **INSITUFORM TECHNOLOGIES, LLC**, a company 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 "1"**  
**(CONTRACTOR'S PROPOSAL)**





**Insituform**  
Technologies, LLC

17988 Edison Avenue  
Chesterfield, MO 63005  
www.insituform.com

*Insituform Technologies, LLC is a subsidiary of Aegion Corporation*

Kenny Boeh  
Business Development Manager

Fax: 813-627-0006  
Email: kboeh@aegion.com  
Phone: 412-310-8826

7/1/2020

AAJA-YSBWDX

City of Lake Worth Beach  
301 College Street  
Lake Worth Beach, Florida 33460 Office  
Phone: (561) 586-1640  
[grhoads@lakeworthbeachfl.gov](mailto:grhoads@lakeworthbeachfl.gov)  
[www.lakeworthbeachfl.gov](http://www.lakeworthbeachfl.gov)

Project Name: City of Lake Worth Beach 12" Water Main Subaqueous Crossing Rehabilitation      Project #:  
BuyBoard National Purchasing cooperative 555-18 Piggyback

Start Date:      TBD

Completion Date:      TBD

**PROPOSAL PRICING:**

Item	Description	Unit	Qty	Unit Price	Total Price
251	12" Reinforced Pressure Pipe Lining	LF	320	\$180.00	\$57,600.00
272	Installation of End Seal	EA	2	\$2,000.00	\$4,000.00
280	6" to 12" System Set-up Charge per Install Length	LF	320	\$20.00	\$6,400.00
283	Internal Reconnect for Pressure Pipe	EA	2	\$1,000.00	\$2,000.00
284	6" to 12" Install Spool Piece for Pressure Pipe	EA	4	\$5,000.00	\$20,000.00
143	Dewatering Setup	EA	1	\$10,000.00	\$10,000.00
305	12" Set up, Install, and Remove Pig Launcher	EA	1	\$5,000.00	\$5,000.00
306	12" Cleaning with Pressure Propelled Pigs	LF	320	\$13.00	\$4,160.00
325	12" Pressure Pipe Inspection	LF	320	\$4.00	\$1,280.00
123	Access pit (0-8' deep)	EA	2	\$2,500.00	\$5,000.00

128	Potholing for Nearby Utility Location (0-8' Deep up to 4hr duration)	EA	4	\$1,500.00	\$6,000.00
131	Trench Safety	LF	18	\$10.00	\$180.00
132	Modified Trench Safety	VF	14	\$500.00	\$7,000.00
141	Flowable Fill	CY	10	\$125.00	\$1,250.00
142	Select Back-fill as designated by owner	TON	20	\$75.00	\$1,500.00
149	10"-12" Open Cut Replacement	LF	40	\$250.00	\$10,000.00
160	Repair/Rehab 4" Concrete Sidewalk	SF	440	\$30.00	\$13,200.00
166	Traffic Control – State Governed Agency	DAY	15	\$2,500.00	\$37,500.00
167	Flagmen	HR	180	\$40.00	\$7,200.00
169	Lighted Arrow Board (Per Arrow Board)	DAY	15	\$250.00	\$3,750.00
162	Sod	SY	215	\$20.00	\$4,300.00
356	Travel and Mobilization – States other than Texas	EA	3	\$10,000.00	\$30,000.00
454	ROW Maintenance – Up to 20 Feet Wide	LF	750	\$10.00	\$7,500.00
456	Technical Field Support	HR	433	\$150.00	\$64,950.00
As req.	Bonding and Insurance Requirements 1.5%	LS	1	\$4,646.55	\$4,646.55
	<b>TOTAL</b>				<b>\$314,416.55</b>

Note: This pricing is based off the information provided by the owner (City of Lake Worth Beach) at the time of proposal. Any change in condition may result in a price adjustment. Design of the Pressure Pipe Rehabilitation product is based off the assumption that the max operating pressure of this pipe is 60 PSI and includes a standard 1-year warranty. The recommended solution is a class III structural material with a design life of 50 years. This pricing includes pressure testing at ASTM standards.

Respectfully Submitted By:



Kenny Boeh  
Business Development Manager South Florida  
Insituform Technologies, LLC.



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

January 31, 2020

**Sent via Email to: dpartridge@aegion.com**

Diane Partridge  
Insituform Technologies, Inc. (self-reporting vendor)  
17988 Edison Ave.  
Chesterfield MO 63005

Re: Cured in Place Pipe (CIPP) for Pipeline Rehabilitation  
BuyBoard Contract 555-18

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative) awarded your company a contract under Cured in Place Pipe (CIPP) for Pipeline Rehabilitation, Contract 555-18, for which the current term is set to expire February 29, 2020. At this time, we are renewing your contract through February 28, 2021. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org).

**Reminder: All purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member.** Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email ([info@buyboard.com](mailto:info@buyboard.com)). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [connie.burkett@tasb.org](mailto:connie.burkett@tasb.org). We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBO  
Contract Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

February 8, 2018

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Award*

**Proposal Name and Number:** Cured in Place Pipe (CIPP) for Pipeline Rehabilitation, Proposal No. 555-18

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 3/1/2018 through 2/28/2019, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 555-18 on the following web-site: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Sheet
2. Vendor Billing Procedures

**You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas  
Department Director, Cooperative Procurement

v.6.5

February 8, 2018

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Piggy-Back Award*

**Proposal Name and Number:** Cured in Place Pipe (CIPP) for Pipeline Rehabilitation, Proposal No. 555-18

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 3/1/2018 through 2/28/2019, with two possible one-year renewals.

The National Cooperative membership list is available at our website [www.buyboard.com/vendor](http://www.buyboard.com/vendor). The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

**You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Department Director, Cooperative Procurement

v.6.5



**PROPOSER'S AGREEMENT AND SIGNATURE**

**Proposal Name:** Cured in Place Pipe (CIPP) for Pipeline Rehabilitation

**Proposal Due Date/Opening Date and Time:** August 10, 2017 at 4:00 PM

**Proposal Number:** 555-18

**Location of Proposal Opening:**  
Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** March 1, 2018 through February 28, 2019 with two (2) possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:** January 2018

Insituform Technologies, LLC

Name of Proposing Company

August 10, 2017

Date

17988 Edison Avenue

Street Address

Signature of Authorized Company Official

Chesterfield, Missouri 63005

City, State, Zip

Laura M. Andreski

Printed Name of Authorized Company Official

(636) 530-8000

Telephone Number of Authorized Company Official

Contracting and Attesting Officer

Position or Title of Authorized Company Official

(636) 530-8701

Fax Number of Authorized Company Official

13-3032158

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



**VENDOR CONTACT INFORMATION**

Company: Insituform Technologies, LLC

Vendor Contact Name and Mailing Address for Notices: Attn: Laura M. Andreski; 17988 Edison Avenue; Chesterfield, Missouri 63005

Company Website: www.aegion.com

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

**Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:**

I will use the **INTERNET** to receive purchase orders.  
E-mail Address: landreski@aegion.com  
Internet Contact: Laura M. Andreski Phone: (636) 530-8000  
Alternate E-mail Address: tpeterie@aegion.com  
Alternate Internet Contact: Tim Peterie Phone: (214) 317-0950

I will receive purchase orders via **FAX**.  
Fax Number: \_\_\_\_\_  
Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: landreski@aegion.com  
Alternate E-mail Address: tpeterie@aegion.com





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [www.buyboard.com](http://www.buyboard.com)

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**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 18378 Tom Drive Department: Accounts Payable

City: Hammond State: Louisiana Zip Code: 70403

Contact Name: Autumn Vining Phone: (985) 662-8046

Fax: \_\_\_\_\_ E-mail Address: avining@aegion.com

Alternative E-mail Address: tpeterie@aegion.com



**FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

**FELONY CONVICTION DISCLOSURE**

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): NA

Details of Conviction(s): NA

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Insituform Technologies, LLC, a 100% wholly owned subsidiary of Aegion Corporation, a publicly traded corporation

  
Signature of Authorized Company Official

\_\_\_\_\_  
Company Name  
Laura M. Andreski, Contracting and Attesting Officer  
Printed Name

**DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Insituform Technologies, LLC  
\_\_\_\_\_  
  
Signature of Authorized Company Official

\_\_\_\_\_  
Company Name  
Laura M. Andreski, Contracting and Attesting Officer  
Printed Name



### RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer**.
- I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>Insituform Technologies, LLC</u>		<u>17988 Edison Avenue</u>	
Company Name		Address	
<u>Chesterfield</u>	<u>Missouri</u>	<u>63005</u>	
City	State	Zip Code	

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
 Yes     No
- B. What is the prescribed amount or percentage? \$ NA or NA %

### VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes     No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Insituform Technologies, LLC  
 Company Name

  
 Signature of Authorized Company Official

Laura M. Andreski, Contracting and Attesting Officer  
 Printed Name



## HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
  - Minority Owned Business**
  - Women Owned Business**
  - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

NA

**Name of Certifying Agency:**

NA

- My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Insituform Technologies, LLC

Company Name

Laura M. Andreski, Contracting and Attesting Officer

Printed Name

Signature of Authorized Company Official



## CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at <https://www.buyboard.com/Vendor/Resources.aspx>, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Insituform Technologies, LLC

Company Name

Signature of Authorized Company Official

Laura M. Andreski, Contracting and Attesting Officer

Printed Name

August 10, 2017

Date



### DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

NA

#### PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via:  Common Carrier  Company Truck  Prepaid and Add to Invoice  Other:

2. Payment Terms:  Net 30 days  1% in 10/Net 30 days  Other:

3. Number of Days for Delivery: N/A ARO Depends on scope of work provided by Member.

4. Vendor Reference/Quote Number:                      Proposal Number: 555-18

5. State your return policy: N/A

6. Are electronic payments acceptable?  Yes  No

7. Are credit card payments acceptable?  Yes  No

**Insituform Technologies, LLC**

Company Name

  
Signature of Authorized Company Official

Laura M. Andreski, Contracting and Attesting Officer

Printed Name



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

1860 Freeman Pkwy

Address

Mableton

GA

30126

City

State

Zip

904-465-3267

Phone Number

Fax Number

Dave Raymond, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

9654 Titan Ct

Address

Littleton

CO

80125

City

State

Zip

303-482-6178

Phone Number

Fax Number

Chantal Evans, Business Development Manager

Contact Person



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

580 Goddard Ave

Address

Chesterfield

MO

63005

City

State

Zip

314-409-5069

Phone Number

Fax Number

Greg Patton, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

707 E. Ordinance Rd

Address

Baltimore

MD

21226

City

State

Zip

484-542-0732

Phone Number

Fax Number

Bob Varkoni, Business Development Manager

Contact Person





## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

253 B Worcester Rd

Address

Charlton

MA

01507

City

State

Zip

413-205-9581

Phone Number

Fax Number

Michael Cronin, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

3898 Welden Dr

Address

Lebanon

OH

45036

City

State

Zip

513-767-1549

Phone Number

Fax Number

John Sebolt, Business Development Manager

Contact Person



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

---

Company Name

6972 Business Park Blvd

---

Address

Jacksonville	FL	32256
City	State	Zip

904-465-3267

---

Phone Number

Fax Number

Dave Raymond, Business Development Manager

---

Contact Person

Insituform Technologies, LLC

---

Company Name

9001 NW 97 Terrace, Suite F-1

---

Address

Miami	FL	33178
City	State	Zip

407-988-5582

---

Phone Number

Fax Number

John Tucker, Business Development Manager

---

Contact Person



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

---

Company Name

1819 John Moore Rd

---

Address

Monroe	NC	28110
City	State	Zip

---

704-221-8443

---

Phone Number

Bob Van Horne, Business Development Manager

---

Fax Number

---

Contact Person

Insituform Technologies, LLC

---

Company Name

3016 US Highway 301 N, Suite 900

---

Address

Tampa	FL	33619
City	State	Zip

---

407-988-5582

---

Phone Number

John Tucker, Business Development Manager

---

Fax Number

---

Contact Person



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

3061 Dublin Circle

Address

Bessemer

AL

35022

City

State

Zip

985-507-2023

Phone Number

Fax Number

Neal Shearer, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

168 Warehouse Dr

Address

Buda

TX

78610

City

State

Zip

512-677-8732

Phone Number

Fax Number

Tim Naylor, Business Development Manager

Contact Person



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

5033 Mosson Rd

Address

Fort Worth

TX

76119

City

State

Zip

214-317-0950

Phone Number

Fax Number

Tim Peterie, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

18493 Tom Dr

Address

Hammond

LA

70403

City

State

Zip

985-507-2023

Phone Number

Fax Number

Neal Shearer, Business Development Manager

Contact Person



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

13502 Alameda School Rd

Address

Houston

TX

77047

City

State

Zip

281-467-2865

Phone Number

Fax Number

Jerry Brown, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

1410 Gould Blvd

Address

LaVergne

TN

37086

City

State

Zip

615-967-8462

Phone Number

Fax Number

Ryan Miller, Business Development Manager

Contact Person



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

1400 E. Orangethorpe Ave

Address

Fullerton

CA

92831

City

State

Zip

562-413-1585

Phone Number

Fax Number

Terry Henry, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

8620 Antelope N. Rd

Address

Antelope

CA

95843

City

State

Zip

925-357-7809

Phone Number

Fax Number

Bill Bonney, Business Development Manager

Contact Person



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

2400 W. Medtronic Way, Suite 1

Address

Tempe

AZ

85281

City

State

Zip

480-322-2747

Phone Number

Fax Number

Dave Heiman, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

91-255 Kalaeloa Blvd

Address

Kapolei

HI

96707

City

State

Zip

808-284-7573

Phone Number

Fax Number

Glenn Hokama, Project Manager

Contact Person





## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

17220 Bel Ray Place

Address

Belton

MO

64012

City

State

Zip

816-206-7703

Phone Number

Fax Number

Brian McCrary, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

1088 Victory Drive

Address

Howell

MI

48843

City

State

Zip

317-408-7136

Phone Number

Fax Number

Jay Ferguson, Business Development Manager

Contact Person



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

11351 W. 183rd

Address

Overland Park

IL

60467

City

State

Zip

630-842-8539

Phone Number

Fax Number

Kevin Coburn, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

1177 Birch Lake Blvd. N.

Address

White Bear Lake

MN

55110

City

State

Zip

651-253-0236

Phone Number

Fax Number

Mitchell Hoeft, Business Development Manager

Contact Person



## DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for the Contract and the performance of all dealers under and in accordance with the Contract.

Insituform Technologies, LLC

Company Name

2130 Stout Field West Dr

Address

Indianapolis

IN

46241

City

State

Zip

317-408-7136

Phone Number

Fax Number

Jay Ferguson, Business Development Manager

Contact Person

Insituform Technologies, LLC

Company Name

920 Brush Creek Rd

Address

Warrendale

PA

15086

City

State

Zip

412-310-8826

Phone Number

Fax Number

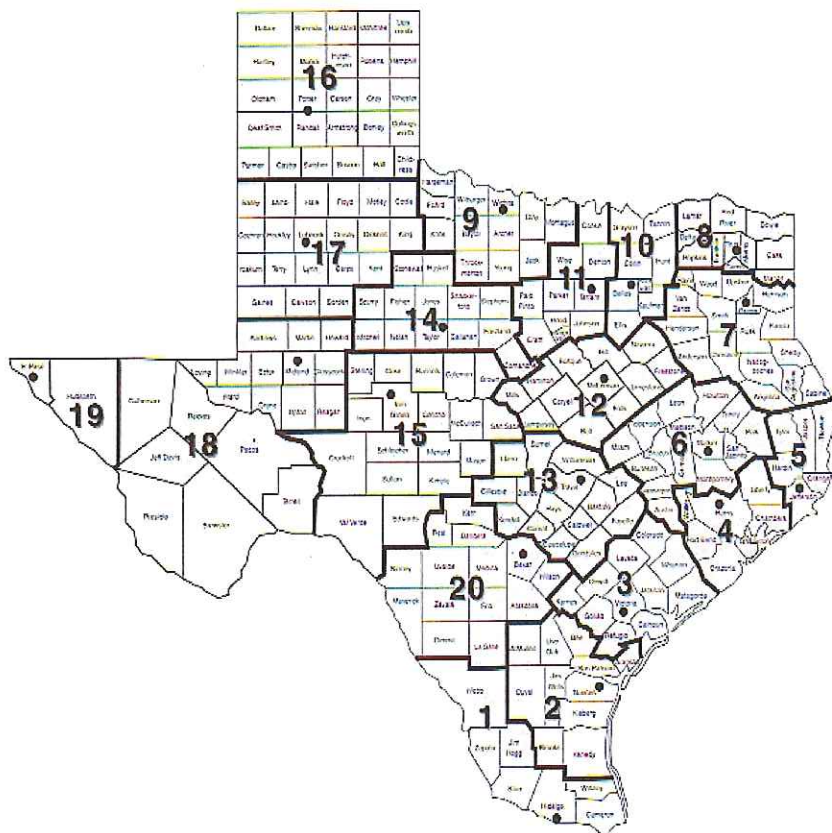
Kenny Boeh, Business Development Manager

Contact Person

## TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

#### Region Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio

Insituform Technologies, LLC

Company Name

*Laura M. Andreski*

Signature of Authorized Company Official

Laura M. Andreski, Contracting and Attesting Officer

Printed Name

- I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

N/A

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## **STATE SERVICE DESIGNATION**

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

***If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.***

Please check (✓) all that apply:

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- |                                                                          |                                         |
|--------------------------------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alabama                                         | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska                                          | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona                                         | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas                                        | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado                                        | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware                                        | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida                                         | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia                                         | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii                                          | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho                                           | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois                                        | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana                                         | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa                                            | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas                                          | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky                                        | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine                                           | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland                                        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan                                        | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |                                         |
| <input type="checkbox"/> Missouri                                        |                                         |
| <input type="checkbox"/> Montana                                         |                                         |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

**Insituform Technologies, LLC**

Company Name

Laura M. Andreski, Contracting and Attesting Officer

Signature of Authorized Company Official

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

N/A

---

---

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Insituform Technologies, LLC will service all states in the United States. However, in states where Union Agreements are applicable, we will service accounts in the name of our wholly owned subsidiary company, Insituform Technologies USA, LLC (Federal ID Number 43-1319597).



## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.





7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Insituform Technologies, LLC

Name of Vendor

*Laura M. Andreski*

Signature of Authorized Company Official

555-18

Proposal Invitation Number

Laura M. Andreski, Contracting and Attesting Officer

Printed Name of Authorized Company Official

August 10, 2017

Date



## FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 4,650,277. (The period of the 12 month period is 7/1/16 / 6/30/17). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)			
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

**MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** N/A                      **Proposed Discount (%):** N/A

**Explanation:** Discounts are based on the scope of work provided for each project by each member.



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Insituform Technologies, LLC

Company Name

A handwritten signature in blue ink, appearing to read "Laura M. Andreski", is written over a horizontal line.

Signature of Authorized Company Official

Laura M. Andreski, Contracting and Attesting Officer

Printed Name



### GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Email Address</u>	<u>Discount</u>	<u>Quantity/ Volume</u>
1. City of Garland, TX	Brent Erickson	972-205-2422	berickso@ci.garland.tx.us	*	*
2. City of Richardson, TX	Donnie Davis	972-804-2041	donnie.davis@cor.gov	*	*
3. Galveston Co. WCID No. 1	Keith Morgan	281-534-4602	kmorgan@wcid1.com	*	*
4. City of Midlothian, TX	Adam Mergener	872-775-3481	adam.mergener@midlothian.tx.us	*	*
5. City of Austin, TX	Gopal Guthikonda	512-703-6650	gopal.guthikonda@ci.austin.tx.us	*	*

\*Discount applies per scope of work, type of work, and volume of work.

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES**  **NO**  If YES, please explain:

The scope of work, the volume of work, and type of construction are all considered in giving the best discount applied.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

**Insituform Technologies, LLC**

Company Name

Signature of Authorized Company Official

Laura M. Andreski, Contracting and Attesting Officer

Printed Name



## MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

We will market this contract in the same fashion as our current BuyBoard contract is being marketed now by our marketing and sales force within all states currently included in our sales efforts. We have developed BuyBoard flyers, included our vendor membership within our marketing efforts and sales training, and included sales totals within our reporting processes.

Insituform Technologies, LLC

Company Name

Signature of Authorized Company Official

Laura M. Andreski, Contracting and Attesting Officer

Printed Name



**CONFIDENTIAL/PROPRIETARY INFORMATION**

**A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

All past project listings that include the member names, dollar values, scope of work, contact information, and dates of work.

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*(Attach additional sheets if needed.)*



**B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: N/A

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

**D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**Insituform Technologies, LLC**

Company Name

  
Signature of Authorized Company Official

Laura M. Andreski, Contracting and Attesting Officer

Printed Name

**August 10, 2017**

Date



### VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** Insituform Technologies, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

**Type of Business:**

- Individual/Sole Proprietor \_\_\_\_\_
  - Corporation \_\_\_\_\_
  - Limited Liability Company  \_\_\_\_\_
  - Partnership \_\_\_\_\_
  - Other \_\_\_\_\_
- If other, identify \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**State of Incorporation** (if applicable): Delaware

**Federal Employer Identification Number:** 13-3032158  
*(Vendor must include a completed IRS W-9 form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Insituform Technologies, LLC  
 \_\_\_\_\_  
 Insituform Technologies USA, LLC  
 \_\_\_\_\_  
 \_\_\_\_\_





Office of the Secretary of State

CERTIFICATE OF AMENDED REGISTRATION  
OF

INSITUFORM TECHNOLOGIES, LLC  
12098606

[formerly: INSITUFORM TECHNOLOGIES, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that an Amendment to Registration - Conversion or Merger to transact business in this state for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this Certificate of Amended Registration to transact business in this state under the name of:

INSITUFORM TECHNOLOGIES, LLC

Dated: 01/23/2012  
Effective: 01/23/2012



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

Form 422  
(Revised 05/11)

Return in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512/463-5709  
Filing Fee: See instructions



**Amendment to Registration  
To Disclose a Change Resulting from  
A Conversion or Merger**

**Entity Information**

1. The legal name of the converting or merging entity is:

INSITUFORM TECHNOLOGIES, INC.

*State the name of the entity as currently shown in the records of the secretary of state.*

2. If the entity attained its registration under an assumed name, the qualifying assumed name as shown on the records of the secretary of state is:

3. The application for registration was issued to the entity on: 05/12/1998

*mm/dd/yyyy*

The file number issued to the filing entity by the secretary of state is: 12098606

**Reason for Transfer of Registration**

4A.  The application for registration is amended to disclose a change resulting from a conversion from one type of foreign entity to another type of foreign filing entity in order for the converted entity to succeed to the registration of the converting entity. The name, jurisdiction of organization, and entity type of the converted entity succeeding to the registration are:

INSITUFORM TECHNOLOGIES, LLC

*Name of Entity Succeeding to Registration*

Delaware

*Jurisdiction of Organization*

Limited Liability Company

*Type of Entity*

4B.  The application for registration is amended to disclose a change resulting from a merger into another foreign filing entity in order for the entity that survived or resulted from the merger to succeed to the registration of the merging entity. The name, jurisdiction of organization, and entity type of the entity succeeding to the registration are:

*Name of Entity Succeeding to Registration*

*Jurisdiction of Organization*

*Type of Entity*

**Changes to the Application for Registration**

(Attach a completed application for registration.)

5. The entity succeeding to the registration hereby attaches an application for registration setting forth the information applicable to that entity and amends the prior registration accordingly.

**Effectiveness of Filing** (Select either A, B, or C.)


- A.  This document becomes effective when the document is filed by the secretary of state.
- B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C.  This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: Jan. 9, 2012

By:   
Signature of authorized person (see instructions)

David F. Morris  
Typed or printed name of authorized person

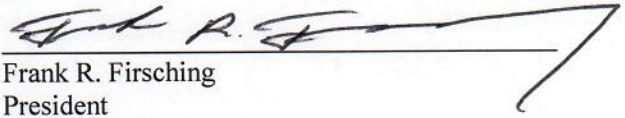
**INSITUFORM TECHNOLOGIES, LLC**

**PRESIDENT APPOINTMENT OF OFFICERS**

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and
2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: July 27, 2017

  
Frank R. Firsching  
President

# Request for Taxpayer Identification Number and Certification

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Insituform Technologies, LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
**17988 Edison Ave.**

**6** City, state, and ZIP code  
**Chesterfield, MO 63005**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
1	3	-	3	0	3	2	1	5	8

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶ *Jenneth T. Brown*      Date ▶ *1/27/2017*

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## **EDGAR VENDOR CERTIFICATION** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

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### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

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### **2. Termination for Cause or Convenience:**

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

---

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

---

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

---

**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

---

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must 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 non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

---

**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

---

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.





**12. General Compliance and Cooperation with Cooperative Members:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	MA
2. Termination for Cause or Convenience	Yes	MA
3. Equal Employment Opportunity	Yes	MA
4. Davis-Bacon Act	Yes	MA
5. Contract Work Hours and Safety Standards Act	Yes	MA
6. Right to Inventions Made Under a Contract or Agreement	Yes	MA
7. Clean Air Act and Federal Water Pollution Control Act	Yes	MA
8. Debarment and Suspension	Yes	MA
9. Byrd Anti-Lobbying Amendment	Yes	MA
10. Procurement of Recovered Materials	Yes	MA
11. Profit as a Separate Element of Price	Yes	MA
12. General Compliance and Cooperation with Cooperative Members	Yes	MA

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

**Insitufirm Technologies, LLC**

Company Name

*Laura M. Andreski*

Signature of Authorized Company Official

Laura M. Andreski, Contracting and Attesting Officer

Printed Name



## PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

37 years. Insituform of North America: March 27, 1980-December 9, 1992

Insituform Technologies, Inc.: December 9, 1992-December 31, 2011

Insituform Technologies, LLC: December 31, 2011-present

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

See Statement of Qualification Attachment

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

See Statement of Qualification Attachment



- 4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

See Statement of Qualification Attachment

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- 5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

See Statement of Qualification Attachment

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- 6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

See Statement of Qualification Attachment

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- 7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

None.

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- 8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

See Statement of Qualification Attachment

None.

- 9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

See Statement of Qualification Attachment

See attached Litigation Disclosure Statement.

- 10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

See Statement of Qualification Attachment

- 11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

See Statement of Qualification Attachment

Bonding Company: Travelers Casualty & Surety Company of America; One Tower Square;  
 Suite 13CZ; Hartford, Connecticut 06183; Agent: JW Terrill; 825 Maryville Centre Drive;  
 Suite 200; Chesterfield, Missouri 63017



12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

See Statement of Qualification Attachment

See attached OSHA citation letter and Insurance EMR letter.

**By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.**

Insituform Technologies, LLC

Company Name

Signature of Authorized Company Official



## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Completed: **Proposer's Agreement and Signature**
- Completed: **Vendor Contact Information**
- Completed: **Felony Conviction Disclosure and Debarment Certification**
- Completed: **Resident/Nonresident Certification**
- Completed: **Historically Underutilized Business (HUB) Certification**
- Completed: **Construction Related Goods and Services Affirmation**
- Completed: **Deviation/Compliance**
- Completed: **Dealership Listings**
- Completed: **Texas Regional Service Designation**
- Completed: **State Service Designation**
- Completed: **National Purchasing Cooperative Vendor Award Agreement**
- Completed: **Federal and State/Purchasing Cooperative Experience**
- Completed: **Governmental References**
- Completed: **Marketing Strategy**
- Completed: **Confidential/Proprietary Information**
- Completed: **Vendor Business Name with IRS Form W-9**
- Completed: **EDGAR Vendor Certification**
- Completed: **Proposal Invitation Questionnaire**
- Completed: **Required Forms Checklist**
- Completed: **Proposal Specification Form with Catalogs/Pricelists, Root Control Services License and Registration**

*\*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



## Proposal Invitation No. 555-18-Cured In Place Pipe (CIPP) for Pipeline Rehabilitation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

**NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:**

Manufacturers shall be listed in alphabetical order

Vendor's must list one specific percentage discount for each Manufacturer listed.

**If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.**

**NOTE 2: An awarded vendor for Root Control Services must be licensed in accordance with federal and state regulations for pesticide control services, USEPA Root Control Agent Registration, and Texas Root Control Product Registration. An awarded vendor's applicators must be certified to provide these services. Material Safety Data Sheets (MSDS) for all chemicals and pesticides must be made available and provided to Cooperative members upon request. Proposer's responding to this Proposal Invitation should submit proof of license for Texas (or other applicable state(s)) Pesticide Business License No(s), Federal Department of Transportation No., USEPA Root Control Agent Registration No., Texas (or other applicable state(s)) Root Control Product Registration No., Name of Pollution Liability Insurance Carrier, List of Employees with Certificates of Completion in confined space entry training, per 29 CFR 1910.146, including certificate number and date of certification, Proposer's Texas (or other applicable state(s)) Certified Pesticide Applicators.**

**NOTE 3: Vendors proposing to provide installation and repair services may propose a not-to-exceed hourly labor rate, a not-to exceed coefficient for unit price book, or both. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places**

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
<b>Section I: Thermo Cured Products</b>					
1	Discount (%) Off Catalog/Pricelist for CIPP Mainline Rehabilitation Gravity Applications	Please state the discount (%) off catalog/pricelist for <b>CIPP Mainline Rehabilitation Gravity Applications and Additional Associated Items. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	0 %	See Attached Price List	N/A
2	Discount (%) Off Catalog/Pricelist for Pipebursting Rehabilitation	Please state the discount (%) off catalog/pricelist for <b>Pipebursting Rehabilitation and Additional Associated Items. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	0 %	See Attached Price List	N/A
3	Discount (%) Off Catalog/Pricelist for Bypass for Gravity Pipelines	Please state the discount (%) off catalog/pricelist for <b>Bypass for Gravity Pipelines and Additional Associated Items. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	0 %	See Attached Price List	N/A

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 555-18-Cured In Place Pipe (CIPP) for Pipeline Rehabilitation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
4	Discount (%) Off Catalog/Pricelist for Clean/TV and Evaluation for Gravity Pipelines	Please state the discount (%) off catalog/pricelist for <b>Clean/TV and Evaluation for Gravity Pipelines and Additional Associated Items. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	0 %	See Attached Price List	N/A
5	Discount (%) Off Catalog/Pricelist for Excavation	Please state the discount (%) off catalog/pricelist for <b>Excavation and Additional Associated Items. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	0 %	See Attached Price List	N/A
6	Discount (%) Off Catalog/Pricelist for HDPE Tight Fitting Liner (IPS diameters)	Please state the discount (%) off catalog/pricelist for <b>HDPE Tight Fitting Liner (IPS diameters) and Additional Associated Items. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	0 %	See Attached Price List	N/A
7	Discount (%) Off Catalog/Pricelist for Polyester Reinforced Polyethylene (PRP) Pipe Liner	Please state the discount (%) off catalog/pricelist for <b>Polyester Reinforced Polyethylene (PRP) Pipe Liner and Additional Associated Items. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A %	N/A	N/A
8	Discount (%) Off Catalog/Pricelist for CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipelines	Please state the discount (%) off catalog/pricelist for <b>CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipelines and Additional Associated Items. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	0 %	See Attached Price List	N/A
9	Discount (%) Off Catalog/Pricelist for Pressure Pipeline Bypass	Please state the discount (%) off catalog/pricelist for <b>Pressure Pipeline Bypass and Additional Associated Items. Catalog/Pricelist MUST be included or proposal will not be considered.</b>	0 %	See Attached Price List	N/A

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal





## Proposal Invitation No. 555-18-Cured In Place Pipe (CIPP) for Pipeline Rehabilitation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
10	Discount (%) Off Catalog/Pricelist for Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning	Please state the discount (%) off catalog/pricelist for <b>Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	0 %	See Attached Price List	N/A
11	Discount (%) Off Catalog/Pricelist for Internal/External CFRP/GFRP For Pressure Pipe & Cast In Place Concrete	Please state the discount (%) off catalog/pricelist for <b>Internal/External CFRP/GFRP For Pressure Pipe &amp; Cast In Place Concrete and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	0 %	See Attached Price List	N/A
12	Discount (%) Off Catalog/Pricelist for Gravity Sewer Lateral Renewal Systems	Please state the discount (%) off catalog/pricelist for <b>Gravity Sewer Lateral Renewal Systems and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	0 %	See Attached Price List	N/A
13	Discount (%) Off Catalog/Pricelist for Manhole, Access Portals and Wet Well Renewal Systems	Please state the discount (%) off catalog/pricelist for <b>Manhole, Access Portals and Wet Well Renewal Systems and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	0 %	See Attached Price List	N/A
14	Discount (%) Off Catalog/Pricelist for Horizontal Directional Drilling (HDD)	Please state the discount (%) off catalog/pricelist for <b>Horizontal Directional Drilling (HDD) and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	0 %	See Attached Price List	N/A
15	Discount (%) Off Catalog/Pricelist for Glass Fiber Reinforced Polymer (GFRP)	Please state the discount (%) off catalog/pricelist for <b>Glass Fiber Reinforced Polymer (GFRP) and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	0 %	See Attached Price List	N/A

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 555-18-Cured In Place Pipe (CIPP) for Pipeline Rehabilitation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
16	Discount (%) Off Catalog/Pricelist for Carbon Fiber Reinforced Polymer (CFRP)	Please state the discount (%) off catalog/pricelist for <b>Carbon Fiber Reinforced Polymer (CFRP) and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	0 %	See Attached Price List	N/A
17	Discount (%) Off Catalog/Pricelist for All Other Underground Construction and Supplemental Items	Please state the discount (%) off catalog/pricelist for <b>All Other Underground Construction and Supplemental Items and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	0 %	See Attached Price List	N/A
<b>Section II: UV Cured Products</b>					
18	Discount (%) Off Catalog/Pricelist for UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications	Please state the discount (%) off catalog/pricelist for <b>UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
19	Discount (%) Off Catalog/Pricelist for Pipebursting Rehabilitation	Please state the discount (%) off catalog/pricelist for <b>Pipebursting Rehabilitation and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
20	Discount (%) Off Catalog/Pricelist for Structure (Manhole) Rehabilitation and Corrosion Protection	Please state the discount (%) off catalog/pricelist for <b>Structure (Manhole) Rehabilitation and Corrosion Protection and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
21	Discount (%) Off Catalog/Pricelist for Bypass for Gravity Pipelines	Please state the discount (%) off catalog/pricelist for <b>Bypass for Gravity Pipelines and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 555-18-Cured In Place Pipe (CIPP) for Pipeline Rehabilitation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
22	Discount (%) Off Catalog/Pricelist for Clean/TV and Evaluation for Gravity Pipelines	Please state the discount (%) off catalog/pricelist for <b>Clean/TV and Evaluation for Gravity Pipelines and Additional Associated Items</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A %	N/A	N/A
23	Discount (%) Off Catalog/Pricelist for Excavation	Please state the discount (%) off catalog/pricelist for <b>Excavation and Additional Associated Items</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A %	N/A	N/A
24	Discount (%) Off Catalog/Pricelist for HDPE Tight Fitting Liner (IPS diameters)	Please state the discount (%) off catalog/pricelist for <b>HDPE Tight Fitting Liner (IPS diameters) and Additional Associated Items</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A %	N/A	N/A
25	Discount (%) Off Catalog/Pricelist for Polyester Reinforced Polyethylene (PRP) Pipe Liner	Please state the discount (%) off catalog/pricelist for <b>Polyester Reinforced Polyethylene (PRP) Pipe Liner and Additional Associated Items</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A %	N/A	N/A
26	Discount (%) Off Catalog/Pricelist for CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipelines	Please state the discount (%) off catalog/pricelist for <b>CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipelines and Additional Associated Items</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A %	N/A	N/A

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 555-18-Cured In Place Pipe (CIPP) for Pipeline Rehabilitation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
27	Discount (%) Off Catalog/Pricelist for Pressure Pipeline Bypass	Please state the discount (%) off catalog/pricelist for <b>Pressure Pipeline Bypass and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
28	Discount (%) Off Catalog/Pricelist for Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning	Please state the discount (%) off catalog/pricelist for <b>Line Cleaning and Inspection for Pressure Pipelines and Mechanical Cleaning and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
29	Discount (%) Off Catalog/Pricelist for Storm Water Quality Pond Maintenance and Renewal	Please state the discount (%) off catalog/pricelist for <b>Storm Water Quality Pond Maintenance and Renewal and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
30	Discount (%) Off Catalog/Pricelist for Gravity Sewer Lateral Renewal Systems	Please state the discount (%) off catalog/pricelist for <b>Gravity Sewer Lateral Renewal Systems and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
31	Discount (%) Off Catalog/Pricelist for Manhole, Access Portals and Wet Well Renewal Systems	Please state the discount (%) off catalog/pricelist for <b>Manhole, Access Portals and Wet Well Renewal Systems and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
32	Discount (%) Off Catalog/Pricelist for Horizontal Directional Drilling (HDD)	Please state the discount (%) off catalog/pricelist for <b>Horizontal Directional Drilling (HDD) and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 555-18-Cured In Place Pipe (CIPP) for Pipeline Rehabilitation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
33	Discount (%) Off Catalog/Pricelist for Glass Fiber Reinforced Polymer (GFRP)	Please state the discount (%) off catalog/pricelist for <b>Glass Fiber Reinforced Polymer (GFRP) and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
34	Discount (%) Off Catalog/Pricelist for Carbon Fiber Reinforced Polymer (CFRP)	Please state the discount (%) off catalog/pricelist for <b>Carbon Fiber Reinforced Polymer (CFRP) and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
35	Discount (%) Off Catalog/Pricelist for All Other Underground Construction and Supplemental Items	Please state the discount (%) off catalog/pricelist for <b>All Other Underground Construction and Supplemental Items and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
<b>Section III: Polymer Injection Products</b>					
36	Discount (%) Off Catalog/Pricelist for Pipe Sealing of Sanitary Sewer Pipes	Please state the discount (%) off catalog/pricelist for <b>Pipe Sealing of Sanitary Sewer Pipes and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
37	Discount (%) Off Catalog/Pricelist for Sealing of RCP or CMP Storm Sewer Joints	Please state the discount (%) off catalog/pricelist for <b>Sealing of RCP or CMP Storm Sewer Joints and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
38	Discount (%) Off Catalog/Pricelist for Sealing of Box Culvert Storm Sewer Joints	Please state the discount (%) off catalog/pricelist for <b>Sealing of Box Culvert Storm Sewer Joints and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 555-18-Cured In Place Pipe (CIPP) for Pipeline Rehabilitation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
39	Discount (%) Off Catalog/Pricelist for Manhole Seal/Stabilization	Please state the discount (%) off catalog/pricelist for <b>Manhole Seal/Stabilization and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
40	Discount (%) Off Catalog/Pricelist for Inlet/Catch Basin Stabilization	Please state the discount (%) off catalog/pricelist for <b>Inlet/Catch Basin Stabilization and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
41	Discount (%) Off Catalog/Pricelist for Pavement Lifting	Please state the discount (%) off catalog/pricelist for <b>Pavement Lifting and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
42	Discount (%) Off Catalog/Pricelist for Levee Stabilization	Please state the discount (%) off catalog/pricelist for <b>Levee Stabilization and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
43	Discount (%) Off Catalog/Pricelist for Trench Stabilization	Please state the discount (%) off catalog/pricelist for <b>Trench Stabilization and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A
44	Discount (%) Off Catalog/Pricelist for Lift Stations, Clarifiers, Water Tanks, Hydrotanks, Misc Building	Please state the discount (%) off catalog/pricelist for <b>Lift Stations, Clarifiers, Water Tanks, Hydrotanks, Misc Building and Additional Associated Items.</b> Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	N/A %	N/A	N/A

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 555-18-Cured In Place Pipe (CIPP) for Pipeline Rehabilitation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
<b>Section IV: Liquefying Agents and Root Control Items</b>					
45	Discount (%) Off Catalog/Pricelist for Sewer Grease Liquefying Agent	Please state the discount (%) off catalog/pricelist for <b>Sewer Grease Liquefying Agent and Additional Associated Items.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A %	N/A	N/A
46	Discount (%) Off Catalog/Pricelist for Sewer Line Chemical Root Control	Please state the discount (%) off catalog/pricelist for <b>Sewer Line Chemical Root Control and Additional Associated Items.</b> <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	N/A %	N/A	N/A

**NOTE 4: Vendors proposing to provide installation and repair services may propose a not-to-exceed hourly labor rate, a not-to exceed coefficient for unit price book, or both. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places**

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate and/or Proposer's Coefficient (RSMMeans)	Detailed Information on Labor Rate including Vendor's Standard and Non-Standard Hours	Exceptions to Labor Rate
<b>Section V: Installation and Repair Service</b>					
47	Not to Exceed Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products	<b>Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products</b> -- State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ N/A /Hour	N/A	N/A

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 555-18-Cured In Place Pipe (CIPP) for Pipeline Rehabilitation

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate and/or Proposer's Coefficient (RSMean)	Detailed Information on Labor Rate including Vendor's Standard and Non-Standard Hours	Exceptions to Labor Rate
48	Not to Exceed Non-Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products	<b>Non-Standard Hourly Labor Rate for Installation/Repair Service of Equipment and Products</b> -- State the <b>Not to Exceed</b> hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ <u>      N/A      </u> /Hour	N/A	N/A
49	Coefficient for Standard Hours of Installation/Repair Service of Equipment and Products (RSMean)	<b>Coefficient for Standard Hours of Installation/Repair Service of Equipment and Products</b> -- RSMean Cost Data from the Total INCL O&P column (most current edition).	<u>      1.0      </u>		
50	Coefficient for Non-Standard Hours of Installation/Repair Service of Equipment and Products (RSMean)	<b>Coefficient for Non-Standard Hours for Installation/Repair Service of Equipment and Products</b> -- RSMean Cost Data from the Total INCL O&P column (most current edition).	<u>      1.0      </u>		

**PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal





***Insituform***<sup>®</sup>

an AEGION<sup>®</sup> company

**STATEMENT OF  
QUALIFICATION AND  
ATTACHED  
DOCUMENTATION**

**Proposal #555-18  
Cured In Place Pipe (CIPP) for Pipeline  
Rehabilitation  
August 10, 2017**

## STATEMENT OF QUALIFICATION

PROJECT: THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
CURED IN PLACE PIPE (CIPP) FOR PIPELINE REHABILITATION  
PROPOSAL: #555-18

CONTRACTOR/BIDDER – INSITUFORM TECHNOLOGIES, LLC  
MAINLINE CIPP PRODUCT - INSITUFORM®  
LATERAL CIPP PRODUCT - INSITUFORM®  
CIPP INSTALLER – INSITUFORM TECHNOLOGIES, LLC  
PRESSURE PIPE INSTALLER – INSITUFORM TECHNOLOGIES, LLC & UNITED PIPELINE  
SYSTEMS (SISTER SUBSIDIARY OF INSITUFORM TECH.)  
POTABLE WATER LINER INSTALLER – INSITUFORM TECHNOLOGIES, LLC & UNITED  
PIPELINE SYSTEMS (SISTER SUBSIDIARY OF INSITUFORM TECH.)  
FUSIBLE PVC MANUFACTURER – UNDERGROUND SOLUTIONS INC. (SISTER SUBSIDIARY  
OF INSITUFORM TECH.)  
CFRP & GFRP MANUFACTURER – FYFE CO. (SISTER SUBSIDIARY OF INSITUFORM TECH.)  
CFRP & GFRP INSTALLER – FIBRWRAP CONSTRUCTION SERVICES (SISTER SUBSIDIARY  
OF INSITUFORM TECH.)

Documentation is being presented to support our qualification statements for the following responses to the Proposal Invitation Questionnaire. The response number corresponds to the question number and all supporting documentation is included as an attachment behind the corresponding tab number.

- 1 Included in proposal. 37 years.
- 2 Insituform Technologies, LLC is a worldwide pipeline rehabilitation company based in Chesterfield, Missouri. Since the first installation in 1971, Insituform has rehabilitated over **120 million** feet of pipe ranging in diameters from 4" to 108", utilizing a variety of rehabilitation products and processes to include CIPP, pipe bursting, HDPE tight fitting liner, polyester reinforced polyethylene, pressure pipe lining for potable water and non-potable pressure pipe applications, lateral lining, manhole rehabilitation, fusible PVC installation, FRP installation, and associated work. Insituform Technologies, LLC has completed in excess of **275** contracts over the last **5** years in the State of Texas, which included CIPP, Pipebursting, lateral rehab, service connections, point repairs, and manhole rehabilitation with a total footage in excess of **1,000,000** LF. In addition, Insituform Technologies, LLC has held a contract with the BuyBoard since 2001 to include in excess of **540** projects at a value of over **\$98,000,000**. See SOQ Attachment 2.
- 3 Insituform Technologies, LLC is a wholly owned subsidiary of Aegion Corporation and is the only trenchless pipeline rehabilitation company vertically integrated enabling us to control and take responsibility for every phase of a project. Our trenchless pipeline rehabilitation products are tested in our state-of-the-art **Research and Development** facility in Chesterfield, Missouri. This ability offers us valuable insight in both manufacturing and field construction thereby eliminating experimentation on the job. Prior to the start of any rehabilitation project, our **Engineering** staff has the ability to evaluate pipelines based on provided data and CCTV inspection tapes as well as information

gathered from the field by our local operations personnel. Based on these evaluations, our engineers will recommend an appropriate resin with the corresponding Insitu pipe wall thickness consistent with commonly accepted engineering criteria. Insituform custom **Manufactures** the felt used in our Insitutubes at our ISO 9000 certified manufacturing facility in Batesville, Mississippi. Each Insitutube is then custom made with a polyethylene coating for the specific project per engineering design. Insituform Technologies, LLC employees compose our operational **Installation** group that will install the manufactured Insitutube into the designated pipeline. Each of Insituform's more than 50 North American crews is an independent and self contained reconstruction unit solely employed for the purpose of pipeline rehabilitation. United Pipeline Systems, a sister subsidiary of Insituform Technologies, LLC, completes pressure pipe renewal projects utilizing HDPE tight fitting liners for municipal and industrial clients rehabilitating water, sewer, and natural gas pipelines. Insituform Technologies, LLC has 5 CIPP crews operating out of 3 separate facilities in the State of Texas and 53 crews nationally. Crew Superintendents employed and residing in Texas have over 60 years of combined service with our company and products. Technical Representatives/Business Development Professionals employed and located in the State of Texas, 4 total, which may be utilized and are available to Cooperative Members for assistance with this contract have more than 30 years of combined company experience. In total, 22 Business Development Professionals are available nationally to Cooperative Members. See SOQ Attachment 3.

- 4 Insituform Technologies, LLC does not provide Professional Services as detailed in Chapter 2254 of the Texas Government Code. Technical support is offered to Cooperative Members and their designated engineers for project development, design guidance, constructability issues, specification development, and product selection. This is the primary responsibility of our Business Development Professionals with support from our R&D and Engineering staff.
- 5 Insituform Technologies, LLC, along with its sister subsidiaries, can complete the following tasks and functions in-house without the use of a subcontractor or other third party:
  - CIPP Mainline Rehabilitation – gravity and pressure applications
  - Bypass – gravity and pressure applications
  - Clean/TV Inspection – gravity and pressure applications
  - HDPE Tight Fitting Liner
  - CIPP Pressure Pipe Lining – potable and non-potable
  - Manhole and Above Ground Physical Inspections
  - Fusible PVC – manufacturing
  - CFRP & GFRP – manufacturing and pipeline installation
- 6 From Audited Financial Statements for the two previous calendar years ending December 31, 2016, Insituform Technologies, LLC shows total assets of \$1,193,582,000. Our bonding capacity for a single job is \$200,000,000 with an aggregate work program of \$500,000,000. Our bond provider in the State of Texas is Travelers Casualty and Surety Company. For all other states, it is Travelers Casualty and Surety Company of America. Neither Insituform Technologies, LLC, nor any of our past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years. Limits of coverage and an Audited Financial Statement are included. See SOQ Attachment 6.
- 7 Insituform Technologies, LLC has no outstanding financial judgements and is not in default on any loan or financing agreements.
- 8 Insituform Technologies, LLC has not defaulted or been terminated on any contracts in the last 10 years.

- 9 No litigation or legal proceedings have been brought against Insituform Technologies, LLC, past or present owners, principal shareholders or stockholders, officers, agents or employees, in the last 10 years, that relates to or arises from a contract similar to this contract or the work contemplated under this contract. See SOQ Attachment 9.
- 10 On November 24, 1995, Insituform was awarded ISO 9001 certification from the American National Standards Institute. The ISO 9000 program is an internationally recognized total quality management system which ensures that all quality standards and business practices established by ISO requirements and Insituform are documented, followed and achieved. Audits by third-party registrars must be completed on 3-year intervals to certify that all standards and practices are in conformance with the total quality management system. The achievement and maintenance of this certification requires very high standards throughout all phases of manufacturing and construction. This certification completed the company goal of total ISO 9000 certification of our manufacturing, design, and operations facilities. ISO 9001 certification represents a tremendous commitment to their customers by Insituform Technologies, LLC personnel. Our most recent certification date was March 15, 2017 and will not expire until March 14, 2020. See SOQ Attachment 10.
- 11 For all work requiring Insituform Technologies, LLC to tender performance and payment bonds, the company will be Travelers Casualty & Surety Company of America located at One Tower Square, Suite 13CZ, Hartford, CT 06183 and the issuing agent will be J.W. Terrill, Inc. located at Suite 200, 825 Maryville Centre Dr, Chesterfield, MO 63017. See Attachment 6 above.
- 12 All work will be accomplished in accordance with OSHA standards and our company safety plan using crews certified in Confined Space Entry and 40 hour Hazwoper training. Insituform Technologies, LLC has only 2 documented safety issues in the last 3 years. Details of the issues and a 4-year history of Insituform Technologies, LLC's experience modifier rating is included. See Attachment 11.
- 13 Included in this documentation are Technical Specifications being supplied by Insituform Technologies, LLC, which were utilized in determining bid item pricing. These Specifications will be provide to Cooperative Members upon request and will be followed for all construction work arising from this contract. See Attachment 13.

By submittal of this documentation, Insituform certifies that this information is true and accurate.



**Insituform** *Worldwide Pipeline  
Rehabilitation*  
**Technologies, LLC**

17988 Edison Avenue  
Chesterfield, MO 63005  
www.aegion.com

Daniel P. Schoenekase  
Vice President & General Counsel,  
Infrastructure Solutions  
Phone: 636-530-8797  
Fax: 636-898-5158  
E-mail: dschoenekase@aegion.com

January 1, 2017

LETTER FOR RECORD

To Whom It May Concern:

Insituform Technologies, LLC ("IT") is a subsidiary of Aegion Corporation ("Aegion") a \$1 billion revenue, international, publicly traded (NASDAQ-listed) company.

Regulatory Matters

IT's activities are regulated by several federal, state and local agencies to varying degrees, such as the SEC, NASDAQ, DOT and state contractor licensing boards. Because of the size of IT, one or more regulatory agencies may be auditing or investigating aspects of IT's business at any given time, including OSHA and DOT. IT is not engaged in any pending state contractor licensing investigations or controversies.

Liabilities, Liens and Judgments

IT's liabilities are disclosed in its or Aegion's financial statements as required by GAAP and SEC regulations. IT may occasionally have valid bills paid later than normal credit terms and improper bills that are protested. There are no outstanding, unsatisfied liens (which are not being protested) or judgments against IT.

Lawsuits

At any given time, in the ordinary course of business, IT is involved in various civil claims and suits relating to vehicle accidents, other property damage or personal injury matters, commercial disputes (including subcontractor disputes and customer payment disputes), employee litigation and other matters. Aegion is required to report material litigation involving IT in its SEC filings.

Very truly yours,

INSITUFORM TECHNOLOGIES, LLC

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

A handwritten signature in blue ink, appearing to read "D P S", written over a horizontal line.

Daniel P. Schoenekase  
Vice President & General Counsel



# CERTIFICATE OF REGISTRATION

This is to certify that

## **Insituform Technologies, LLC**

**Headquarters**

17999 Edison Avenue Chesterfield, Missouri 63005 USA

Refer to Attachment to Certificate of Registration dated March 29, 2017 for additional certified sites

operates a

## **Quality Management System**

which complies with the requirements of

## **ISO 9001:2015**

for the following scope of certification

**Design, development, manufacturing and installation of products for the rehabilitation of pipelines using trenchless technology**

Certificate No.: CERT-0101077  
File No.: 1650845  
Issue Date: March 29, 2017

Original Certification Date: February 11, 2014  
Certification Effective Date: March 15, 2017  
Certification Expiry Date: March 14, 2020

Nicole Grantham  
General Manager SAI Global Certification Services



ISO 9001



# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0101077 issued on March 29, 2017

File No.		Effective Date
1650845	<b>Insituform Technologies, LLC</b> <b>Headquarters</b> 17999 Edison Avenue Chesterfield, Missouri 63005 USA  Design, development, manufacturing and installation of products for the rehabilitation of pipelines using trenchless technology	March 15, 2017
1650848	<b>Insituform Technologies, LLC</b> <b>Wetout</b> 7605 18th Street Edmonton, Alberta T6P 1N9 Canada  Manufacturing	March 15, 2017
1650849	<b>Insituform Technologies, LLC</b> <b>Wetout</b> 912 Stanton Road Olyphant, Pennsylvania 18447 USA  Manufacturing	March 15, 2017
1650850	<b>Insituform Technologies, LLC</b> <b>Wetout</b> 468 Cypress Road Ocala, Florida 34472 USA  Manufacturing	March 15, 2017
1650851	<b>Insituform Technologies, LLC</b> <b>Wetout</b> 2255 West 85th North Cedar City, Utah 84721 USA  Manufacturing	March 15, 2017
1650852	<b>Insituform Technologies, LLC</b> <b>Installation East</b> 20 Fox Chase, Ste B Cartersville, Georgia 30126 USA  Preparation and Installation	March 15, 2017
1650853	<b>Insituform Technologies, LLC</b> <b>Installation West</b> 9654 Titan Court Littleton, Colorado 80125 USA  Preparation and Installation	March 15, 2017

These registrations are dependent on Insituform Technologies, LLC Headquarters (File No. 1650845) maintaining their scope of registration to ISO 9001:2015

# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0101077 issued on March 29, 2017

1650854	<b>Insituform Technologies, LLC</b> <b>Manufacturing</b> 160 Corporate Drive Batesville, Mississippi 38606 USA  Manufacturing	March 15, 2017
1650855	<b>Insituform Technologies, LLC</b> <b>Wetout</b> 2130 Stout Field West Drve Indianapolis, Indiana 46241 USA  Manufacturing	March 15, 2017
1650856	<b>Insituform Technologies, LLC</b> <b>Wetout</b> 3061 Dublin Circle Bessemer, Alabama 35022 USA  Manufacturing	March 15, 2017
1650857	<b>Insituform Technologies, LLC</b> <b>Wetout</b> 6526 Bluebonnet Parkway McGregor, Texas 76657 USA  Manufacturing	March 15, 2017
1650858	<b>Insituform Technologies, LLC</b> <b>Wetout</b> 91-255 Kalaeloa Boulevard Kapolei, Hawaii 96707 USA  Manufacturing	March 15, 2017
1650859	<b>Insituform Technologies, LLC</b> <b>Installation Central</b> 580 Goddard Avenue Chesterfield, Missouri 63005 USA  Preparation and Installation	March 15, 2017
1650860	<b>Insituform Technologies, LLC</b> <b>Installation Canada</b> 5743 - 68 Avenue NW Edmonton, Alberta T6B 3P8 Canada  Preparation and Installation	March 15, 2017

These registrations are dependent on Insituform Technologies, LLC  
Headquarters (File No. 1650845) maintaining their scope of registration to  
ISO 9001:2015



# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0101077 issued on March 29, 2017

1650863	<b>Insituform Technologies, LLC</b> <b>Installation - Eastern Region</b> 709 E. Ordinance Road Baltimore, Maryland 21226 USA  Preparation and Installation.	March 15, 2017
1650864	<b>Insituform Technologies, LLC</b> <b>Installation - Eastern Region</b> 253 B Worcester Road Charlton, Massachusetts USA  Preparation and Installation.	March 15, 2017
1650865	<b>Insituform Technologies, LLC</b> <b>Installation - Eastern Region</b> 3898 Welden Drive Lebanon, Ohio USA  Preparation and Installation.	March 15, 2017
1650866	<b>Insituform Technologies, LLC</b> <b>Installation - Eastern Region</b> 6972 Business Park Blvd. Jacksonville, Florida USA  Preparation and Installation.	March 15, 2017
1650867	<b>Insituform Technologies, LLC</b> <b>Installation - Eastern Region</b> 9001 NW 97 Terrace Suite F Medley, Florida 33178 USA  Preparation and Installation.	March 15, 2017
1650868	<b>Insituform Technologies, LLC</b> <b>Installation - Eastern Region</b> 1819 John Moore Rd. Monroe, North Carolina 28110 USA  Preparation and Installation.	March 15, 2017
1650869	<b>Insituform Technologies, LLC</b> <b>Installation - Eastern Region</b> 3016 U.S Highway 301 N. Suite 900 Tampa, Florida USA  Preparation and Installation.	March 15, 2017

These registrations are dependent on Insituform Technologies, LLC  
Headquarters (File No. 1650845) maintaining their scope of registration to  
ISO 9001:2015

# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0101077 issued on March 29, 2017

1650870	<b>Insituform Technologies, LLC</b> <b>Installation - Eastern Region</b> 3061 Dublin Circle Bessemer, Alabama 35022 USA  Preparation and Installation.	March 15, 2017
1650872	<b>Insituform Technologies, LLC</b> <b>installation - Eastern Region</b> 5033 Mosson Rd. Fort Worth, Texas 76119 USA  Preparation and Installation.	March 15, 2017
1650873	<b>Insituform Technologies, LLC</b> <b>Installation - Eastern Region</b> 18378 Tom Dr. Hammond, Louisiana USA  Preparation and Installation.	March 15, 2017
1650874	<b>Insituform Technologies, LLC</b> <b>Installation - Eastern Region</b> 13502 Almeda School Road Houston, Texas 77047 USA  Preparation and Installation.	March 15, 2017
1650876	<b>Insituform Technologies, LLC</b> <b>Installation - Eastern Region</b> 1410 Gould Blvd LaVergne, Tennessee USA  Preparation and Installation.	March 15, 2017
1650877	<b>Insituform Technologies, LLC</b> <b>Installation - Western Region</b> 19000 MacArthur Blvd, Ste 800 Irvine, California 92831 USA  Preparation and Installation.	March 15, 2017
1650878	<b>Insituform Technologies, LLC</b> <b>Installation - Western Region</b> 8620 Antelope N. Rd. - Ste 1 Antelope, California USA  Preparation and Installation.	March 15, 2017

These registrations are dependent on Insituform Technologies, LLC  
Headquarters (File No. 1650845) maintaining their scope of registration to  
ISO 9001:2015

# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0101077 issued on March 29, 2017

1650879	<b>Insituform Technologies, LLC</b> <b>Installation - Western Region</b> 645 W. 24th St., Ste 102 Tempe, Arizona USA  Preparation and Installation.	March 15, 2017
1650880	<b>Insituform Technologies, LLC</b> <b>Installation - Western Region</b> 91-255 Kalaeloa Blvd. Kapolei, Hawaii USA  Preparation and Installation.	March 15, 2017
1650881	<b>Insituform Technologies, LLC</b> <b>Installation - Western Region</b> 17220 Bel Ray Place Belton, Missouri USA  Preparation and Installation.	March 15, 2017
1650882	<b>Insituform Technologies, LLC</b> <b>Installation - Western Region</b> 1088 Victory Drive Howell, Michigan USA  Preparation and Installation.	March 15, 2017
1650883	<b>Insituform Technologies, LLC</b> <b>Installation - Western Region</b> 11351 W. 183rd Orland Park, Illinois USA  Preparation and Installation.	March 15, 2017
1650884	<b>Insituform Technologies, LLC</b> <b>Installation - Western Region</b> 1177 Birch Lake Blvd. N. White Bear Lake, Minnesota USA  Preparation and Installation.	March 15, 2017
1650885	<b>Insituform Technologies, LLC</b> <b>Installation - Western Region</b> 2130 Stout Field West Drive Indianapolis, Indiana USA  Preparation and Installation.	March 15, 2017

These registrations are dependent on Insituform Technologies, LLC  
Headquarters (File No. 1650845) maintaining their scope of registration to  
ISO 9001:2015

# ATTACHMENT TO CERTIFICATE OF REGISTRATION

These sites are registered under Certificate No: CERT-0101077 issued on March 29, 2017

1650886	<b>Insituform Technologies, LLC</b> <b>Installation - Canadian Region</b> 8009 57th Street SE Unit 4 Calgary, Alberta Canada  Preparation and Installation.	March 15, 2017
1650887	<b>Insituform Technologies, LLC</b> <b>Installation - Canadian Region</b> 139 rue Barr Montreal, Québec Canada  Preparation and Installation.	March 15, 2017
1650888	<b>Insituform Technologies, LLC</b> <b>Installation - Canadian Region</b> 3 Burford Rd. Hamilton, Ontario L8E 3C6 Canada  Preparation and Installation.	March 15, 2017
1680743	<b>Insituform Technologies, LLC</b>  19165 SW 119th Street Tualatin, Oregon 97062-7384 USA  Preparation and Installation	March 15, 2017

These registrations are dependent on Insituform Technologies, LLC  
Headquarters (File No. 1650845) maintaining their scope of registration to  
ISO 9001:2015



# REGISTRATION CERTIFICATE

***This document certifies that the administration systems of***

***Fyfe Co., LLC***

***170 Corporate Drive, Batesville, Mississippi 38606, USA***

***have been assessed and approved by QAS International  
to the following management systems, standards and guidelines:***

***ISO 9001:2008***

***With the permitted exclusion of clause 7.3 Design and Development***

***The approved administration systems apply to the following:***

***The manufacture of advanced composite materials, Tyfo Fibrwrap.***

Original Approval	18 <sup>th</sup> August 2014
Current Certificate	18 <sup>th</sup> August 2015
Certificate Expiry	18 <sup>th</sup> August 2016
Certificate Number	US3847

Signed: Certification Officer

**On behalf of QAS International**

This certificate remains valid while the holder maintains their quality administration systems in accordance with the standards and guidelines stated above, which will be audited annually by QAS International. The holder is entitled to display the above registration mark for the duration of this certificate, which should be returned to QAS International upon reasonable request.  
Issuing Office: QAS International, 20A Oxford Street, Malmesbury, Wiltshire SN16 9AX, UK



**AGREEMENT FOR CURED IN PLACE PIPE FOR PIPELINE REHABILITATION**

**(Piggy-Backing the Local Government Purchasing Cooperative BuyBoard Contract, Proposal No. 555-18, for Cured in Place Pipe for Pipeline Rehabilitation)**

THIS AGREEMENT (“Agreement” hereafter) is made as of the \_\_\_\_\_, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY” hereafter), and **INSITUFORM TECHNOLOGIES, LLC**, 17988 Edison Avenue Chesterfield, MO 63005, a company authorized to do business in the State of Florida with a local address at 9001 NW 97 Terrace, Suite F-1, Miami, FL 33178 (“CONTRACTOR” hereafter).

**RECITALS**

WHEREAS, the CITY’s Water Utility is in need of a qualified CONTRACTOR for Water Main Subaqueous Crossing Rehabilitation Services; and,

WHEREAS, on February 8, 2018, the Local Government Purchasing Cooperative (the “Cooperative”) awarded a BuyBoard® contract for Cured in Place Pipe (CIPP) for Pipeline Rehabilitation, Proposal No. 555-18, to the CONTRACTOR (the “BuyBoard Contract”); and,

WHEREAS, the BuyBoard Contract has been extended through February 28, 2021; and

WHEREAS, the CITY is a member of the Cooperative and may utilize awarded BuyBoard contracts; and

WHEREAS, the CITY has reviewed the unit pricing from the BuyBoard Contract and determined that prices are competitive and will result in the best value to the CITY.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. BuyBoard Contract. The BuyBoard Contract (which includes all incorporated terms and conditions and all amendments executed by the Cooperative and the CONTRACTOR) is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein.
3. Term. The term of this Agreement shall be consistent with the term of the BuyBoard Contract valid until February 28, 2021. If the BuyBoard Contract is extended beyond February 28, 2021, the CITY and CONTRACTOR may extend the term of this Agreement commensurate with that of the BuyBoard extension and the CITY Manager may execute such extension, provided the prices remain the same.
4. Work Orders.
  - A. The CITY’s ordering mechanism for the work under this Agreement shall be a CITY issued Work Order; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the BuyBoard Contract shall take precedence over the terms and conditions stated in the CITY issued Work Order. The CONTRACTOR shall not provide any work under this Agreement without a

CITY issued Work Order specifically for this purpose, which shall include the applicable statement of work. The CONTRACTOR shall not perform work which is outside the scope of an issued Work Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Work Order to be paid to the CONTRACTOR. The pricing in each Work Order shall be consistent with the pricing set forth in the BuyBoard Contract. Each issued Work Order shall be incorporated into this Agreement and made a part hereof.

- B. 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 "A"** along with a copy of the CONTRACTOR's proposal and shall be based on the unit pricing from the BuyBoard Contract, which are attached hereto and incorporated herein 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. Depending on the lump sum amount of each work order, the work order may be awarded by the CITY Manager, if within their purchasing authority (currently not to exceed \$50,000), or the CITY Commission. 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.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement;
- b. The BuyBoard Contract; and,
- c. The CITY issued Work Order.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed 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. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity 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.

- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. 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.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. 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.
- J. INDEMNITY, INSURANCE AND BOND.
1. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature,



including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the CITY, be detrimental in any material respect to the CITY's reputation; (ii) the third party claim seeks an injunction or equitable relief against the CITY; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

2. Prior to commencing any services under an approved Work Order, the CONTRACTOR shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the CITY and CONTRACTOR. All such insurance policies may not be modified or terminated without the express written authorization of the CITY.

<b><u>Type of Coverage</u></b>	<b><u>Amount of Coverage</u></b>
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence  \$2,000,000 annual aggregate

Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the CITY as an additional insured on a primary, non-contributory basis and proof of all insurance coverage shall be furnished to the CITY by way of an endorsement to same or certificate of insurance prior to the provision of services. 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. Failure to comply with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Agreement.

3. The CONTRACTOR shall provide a public construction bond in accordance with the provisions of section 255.05, Florida Statutes. The bond shall conform with the bond form attached hereto as **Exhibit "C"** or be in such substantially similar form as approved by the CITY. The bond shall be in an amount not less than the total approved Work Order price by a Surety Company acceptable to the CITY. The CONTRACTOR must provide the CITY with a fully executed, certified recorded copy (in the Official Records of Palm Beach County) of the bond prior to commencing any services under an approved Work Order. To be acceptable to the CITY as the Owner, a Surety Company shall comply with the following provisions:

- a) 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.
- b) The Surety Company shall have 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.
- c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Proposal is issued.
- e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- f) 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:
  - i. 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.
  - ii. 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.

K. PUBLIC RECORDS. The CONTRACTOR 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:

1. Keep and maintain public records required by the CITY to perform the service.
2. 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this 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 service. 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 or designee, 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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

L. SCRUTINIZED COMPANIES.

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.
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.

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

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.

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.

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.

#### M. TIME AND TERMINATION.

1. Time for Completion. Time is of the essence in the performance of this Agreement. The CONTRACTOR shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in an approved Work Order.

2. 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 CONTRACTOR or CITY may suspend its performance under this Agreement or an approved Work Order as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONTRACTOR or CITY shall resume its performance as soon as is reasonably possible. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any failure to perform the services and, if the CONTRACTOR's failure to perform was without its or its subcontractor's fault or negligence, the schedule and/or any other affected provision of this Agreement or Work Order 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. CONTRACTOR shall only be entitled to an extension of time for a force majeure event.

3. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

4. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If

such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

5. Early Termination. If this Agreement is terminated before the completion of all services by either party, the CONTRACTOR shall:

- a) Stop services on the date and to the extent specified including without limitation services of any subcontractors.
- b) Transfer all work in progress, completed work, and other materials related to the terminated services to the CITY in the format acceptable to CITY.
- c) Continue and complete all parts of the services that have not been terminated.

6. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the CITY is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the CITY of funds sufficient to pay the costs associated herewith in any fiscal year of the CITY. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the CITY's governing board in any fiscal year to pay the costs associated with the CITY's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the CITY to be, insufficient to pay the costs associated with the CITY's obligations hereunder in any fiscal period, then the CITY will notify CONTRACTOR of such occurrence and either the CITY or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, CITY shall pay CONTRACTOR for all services performed under this Agreement through the date of termination.

- N. COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.
- O. FEDERAL AND STATE TAX. The CITY is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR is not authorized to use the CITY's Tax Exemption Number.
- P. NONDISCRIMINATION. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- Q. AUTHORITY TO PRACTICE. The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY upon request.
- R. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than

those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- S. PUBLIC ENTITY CRIMES. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.
- T. NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

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

and if sent to the CONTRACTOR, shall be sent to:

Insituform Technologies, LLC  
9001 NW 97 Terrace, Suite F-1  
Miami, FL 33178

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

- U. ENTIRETY OF AGREEMENT. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
- V. WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- W. PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the CITY reserves the right to contract with individuals or firms to provide the same or similar services.
- X. LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the CITY Commission. The Effective Date is the date this Agreement is executed by the CITY.

- Y. NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.
- Z. 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.
- AA. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The CITY may digitally sign this Agreement.
- BB. PALM BEACH COUNTY IG. 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.
- CC. OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONTRACTOR in an approved CITY work order shall become the property of the CITY. The CONTRACTOR may keep copies or samples thereof and shall have the right to use the same for its own purposes. The CITY accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.
- DD. REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the CONTRACTOR, the undersigned hereby represents to the CITY that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the CONTRACTOR for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.
- EE. CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.
- FF. EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item,

service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

GG. NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

HH. COPYRIGHTS AND/OR PATENT RIGHTS. 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.

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***BLANK SIGNATURE PAGE FOLLOWS***



IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Cured in Place Pipe for Pipeline Rehabilitation utilizing BuyBoard Contract No. 555-18 as of 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: **INSITUFORM TECHNOLOGIES, 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 **INSITUFORM TECHNOLOGIES, 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"**  
**SAMPLE WORK ORDER**

**AGREEMENT FOR CURED IN PLACE PIPE FOR PIPELINE REHABILITATION  
(UTILIZING THE BUYBOARD NATIONAL PURCHASING COOPERATIVE  
CONTRACT 555-18 CURED IN PLACE PIPE FOR PIPELINE REHABILITATION)**

**WORK ORDER NO. \_\_\_\_\_**

THIS WORK ORDER for General Contractor Related Services for Water Main Subaqueous Crossing Rehabilitation Services ("Work Order" hereafter) is made on the \_\_\_\_\_ between the **City of Lake Worth Beach**, a Florida municipal corporation ("City" hereafter) and **INSITUFORM TECHNOLOGIES, LLC**, a Company authorized to do business in 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 Water Main Subaqueous Crossing Rehabilitation 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 Beach 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 Agreement for Cured in Place Pipe (CIPP) for Pipeline Rehabilitation (utilizing the Local Government Purchasing Cooperative awarded BuyBoard Contract, Proposal No. 555-18) between the City of Lake Worth Beach 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.

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: \_\_\_\_\_ DO NOT SIGN SAMPLE \_\_\_\_\_  
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: **INSITUFORM TECHNOLOGIES, LLC**

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 **INSITUFORM TECHNOLOGIES, 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 "B"**  
**Unit Pricing**

**555-18 Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Price Listing**  
**Insituform Technologies, LLC**

<b>Section A - CIPP Mainline Rehabilitation Gravity Applications</b>		<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
1	6" x 4.5mm	1	LF	\$35.00	\$35.00
2	8" x 6.0mm	1	LF	\$30.00	\$30.00
3	10" x 6.0mm	1	LF	\$34.00	\$34.00
4	12" x 6.0mm	1	LF	\$45.00	\$45.00
5	15" x 7.5mm	1	LF	\$55.00	\$55.00
6	18" x 9.0mm	1	LF	\$65.00	\$65.00
7	21" x 9.0mm	1	LF	\$85.00	\$85.00
8	24" x 10.5mm	1	LF	\$105.00	\$105.00
9	27" x 10.5mm	1	LF	\$125.00	\$125.00
10	30" x 12.0mm	1	LF	\$135.00	\$135.00
11	33" x 12.0mm	1	LF	\$150.00	\$150.00
12	36" x 12.0mm	1	LF	\$180.00	\$180.00
13	42" x 13.5mm	1	LF	\$210.00	\$210.00
14	48" x 15.0mm	1	LF	\$310.00	\$310.00
15	54" x 18.0mm	1	LF	\$390.00	\$390.00
16	6" & 8" Additional 1.5mm	1	LF	\$1.00	\$1.00
17	10" & 12" Additional 1.5mm	1	LF	\$5.00	\$5.00
18	15" & 18" Additional 1.5mm	1	LF	\$15.00	\$15.00
19	21" & 24" Additional 1.5mm	1	LF	\$16.00	\$16.00
20	27" Additional 1.5mm	1	LF	\$20.00	\$20.00
21	30" Additional 1.5mm	1	LF	\$23.00	\$23.00
22	33" Additional 1.5mm	1	LF	\$26.00	\$26.00
23	36" Additional 1.5mm	1	LF	\$29.00	\$29.00
24	42" Additional 1.5mm	1	LF	\$33.00	\$33.00
25	48" Additional 1.5mm	1	LF	\$39.00	\$39.00
26	54" Additional 1.5mm	1	LF	\$46.00	\$46.00
27	6" - 12" CIPP Setup Charge Per Install Length	1	LF	\$15.00	\$15.00
28	15" - 21" CIPP Setup Charge Per Install Length	1	LF	\$25.00	\$25.00
29	24" - 36" CIPP Setup Charge Per Install Length	1	LF	\$35.00	\$35.00
30	36" or Larger CIPP Setup Charge Per Install Length	1	LF	\$50.00	\$50.00
31	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$3.00	\$3.00
32	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$5.00	\$5.00
33	Timber Matting for Large Diameter Setup	1	SY	\$10.00	\$10.00
34	CIPP Short Length Add-On (<300 LF)	1	IN/DIA/FT	\$20.00	\$20.00
35	Non-Standard Resin System Add-On	1	IN/DIA/FT	\$20.00	\$20.00

**Note: Any CIPP over 54" will be on an individual quote basis.**

**SUM TOTAL SECTION A:** \$2,390.00

<b>Section B - Pipebursting Rehabilitation</b>		<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
36	Burst existing 6" or 8" to 8" IPS SDR 19 ( 0'- 8' deep)	1	LF	\$55.00	\$55.00
37	Burst existing 6" or 8" to 8" IPS SDR 19 ( 8'- 12' deep)	1	LF	\$60.00	\$60.00
38	Burst existing 8" or 10" to 10" IPS SDR 19 ( 0'- 8' deep)	1	LF	\$60.00	\$60.00
39	Burst existing 8" or 10" to 10" IPS SDR 19 ( 8'- 12' deep)	1	LF	\$65.00	\$65.00
40	Burst existing 10" or 12" to 12" IPS SDR 19 ( 0'- 8' deep )	1	LF	\$75.00	\$75.00
41	Burst existing 10" or 12" to 12" IPS SDR 19 ( 8'- 12' deep)	1	LF	\$80.00	\$80.00
42	Burst existing 12" or 15" to 16" IPS SDR 19 ( 0'- 8' deep)	1	LF	\$85.00	\$85.00
43	Burst existing 12" or 15" to 16" IPS SDR 19 ( 8'- 12' deep)	1	LF	\$95.00	\$95.00
44	Burst existing 15" or 18" to 18" IPS SDR 19 ( 0'- 8' deep )	1	LF	\$100.00	\$100.00
45	Burst existing 15" or 18" to 18" IPS SDR 19 ( 8'- 12' deep)	1	LF	\$110.00	\$110.00
46	Burst existing 18" or 21" to 22" IPS SDR 19 ( 0'- 8' deep)	1	LF	\$130.00	\$130.00
47	Burst existing 18" or 21" to 22" IPS SDR 19 ( 8'- 12' deep)	1	LF	\$145.00	\$145.00
48	8" - 12" Pipeburst Setup Charge Per Install Length	1	LF	\$15.00	\$15.00
49	16" - 22" Pipeburst Setup Charge Per Install Length	1	LF	\$25.00	\$25.00
50	Pipeburst Short Length Add-On (<300 LF)	1	IN/DIA/FT	\$20.00	\$20.00
51	Change Pipeburst Pipe to Potable Water Grade or Non-Standard Pipe Type Add-On	1	IN/DIA/FT	\$20.00	\$20.00
52	Pipeburst Lateral Setup Charge	1	EA	\$1,500.00	\$1,500.00
53	Pipeburst Lateral	1	LF	\$80.00	\$80.00

**Note: Any pipebursting over 22", greater than 1 standard size increase, or deeper than 12' will be on an individual quote basis.**

**SUM TOTAL SECTION B:** \$2,720.00

<b>Section C - Bypass for Gravity Pipelines and Associated Items</b>		<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
54	Bypass System Equip/pipe delivery, tear down, pick up 6"	1	EA	\$15,000.00	\$15,000.00
55	Bypass System Equip/pipe delivery, tear down, pick up 8"	1	EA	\$25,000.00	\$25,000.00
56	Bypass System Equip/pipe delivery, tear down, pick up 12"	1	EA	\$50,000.00	\$50,000.00
57	Set Up 4" Pump (Per Pump)	1	EA	\$500.00	\$500.00
58	Set Up 6" Pump (Per Pump)	1	EA	\$1,250.00	\$1,250.00
59	Set Up 8" Pump (Per Pump)	1	EA	\$2,000.00	\$2,000.00
60	Set Up 12" Pump (Per Pump)	1	EA	\$3,000.00	\$3,000.00
61	Set Up 4" Piping	1	LF	\$8.00	\$8.00
62	Set Up 6" Piping	1	LF	\$20.00	\$20.00
63	Set Up 8" Piping	1	LF	\$30.00	\$30.00
64	Set Up 12" Piping	1	LF	\$40.00	\$40.00
65	Set Up 18" Piping	1	LF	\$55.00	\$55.00

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

66	Set Up >18" up to 30" Piping	1	LF	\$100.00	\$100.00
67	Operate 4" pumping System (Fuel & Maint. Per pump)	1	DAY	\$250.00	\$250.00
68	Operate 6" pumping System (Fuel & Maint. Per pump)	1	DAY	\$650.00	\$650.00
69	Operate 8" pumping System (Fuel & Maint. Per pump)	1	DAY	\$1,000.00	\$1,000.00
70	Operate 12" pumping System (Fuel & Maint. Per pump)	1	DAY	\$1,200.00	\$1,200.00
71	Bypass Pump watch labor	1	DAY	\$2,250.00	\$2,250.00
72	Bypass Line watch labor	1	DAY	\$2,000.00	\$2,000.00
73	Plug rental 8" - 15"	1	DAY	\$350.00	\$350.00
74	Plug rental 18" - 30"	1	DAY	\$750.00	\$750.00
75	Plug rental >30"	1	DAY	\$1,000.00	\$1,000.00
76	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	DAY	\$500.00	\$500.00
77	Bypass - Street Ramp (Setup, Operate, Maintain)	1	DAY	\$500.00	\$500.00
78	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$75.00	\$75.00
79	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$100.00	\$100.00
80	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$125.00	\$125.00
81	Bypass Plan (3rd Party Certified)	1	EA	\$2,800.00	\$2,800.00

**SUM TOTAL SECTION C:** \$20,553.00

**Section D - Clean/TV & Evaluation for Gravity Pipelines**

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
82	6" Clean and TV	1	LF	\$5.00	\$5.00
83	8" Clean and TV	1	LF	\$5.00	\$5.00
84	10" Clean and TV	1	LF	\$6.00	\$6.00
85	12" Clean and TV	1	LF	\$6.00	\$6.00
86	15" Clean and TV	1	LF	\$8.00	\$8.00
87	18" Clean and TV	1	LF	\$11.00	\$11.00
88	21" Clean and TV	1	LF	\$13.00	\$13.00
89	24" Clean and TV	1	LF	\$14.00	\$14.00
90	27" Clean and TV sanitary sewer	1	LF	\$16.00	\$16.00
91	30" Clean and TV sanitary sewer	1	LF	\$20.00	\$20.00
92	33" Clean and TV sanitary sewer	1	LF	\$24.00	\$24.00
93	36" Clean and TV sanitary sewer	1	LF	\$29.00	\$29.00
94	42" Clean and TV sanitary sewer	1	LF	\$36.00	\$36.00
95	48" Clean and TV sanitary sewer	1	LF	\$45.00	\$45.00
96	54" Clean and TV sanitary sewer	1	LF	\$54.00	\$54.00
97	6" - 18" Post TV Inspection After Rehabilitation	1	LF	\$2.00	\$2.00
98	21" - 36" Post TV Inspection After Rehabilitation	1	LF	\$3.00	\$3.00
99	42" or Larger Post TV Inspection After Rehabilitation	1	LF	\$5.00	\$5.00
100	Re-setup for TV Due to Point Repairs	1	EA	\$150.00	\$150.00
101	Root/Grease removal 6" - 12"	1	LF	\$5.00	\$5.00
102	Root/Grease removal 13" - 18"	1	LF	\$10.00	\$10.00
103	Root/Grease removal 18" - 24"	1	LF	\$15.00	\$15.00
104	Other Remote Obstruction removal (max. 3 lf)	1	EA	\$1,500.00	\$1,500.00
105	Above Ground Physical Inspection	1	LF	\$2.00	\$2.00
106	Smoke Testing	1	LF	\$1.50	\$1.50
107	Manhole/Cleanout & Sewer Line Visual Inspection	1	EA	\$200.00	\$200.00
108	GPS Survey of Manholes & Cleanouts	1	EA	\$250.00	\$250.00
109	Dyed Water Flooding/Leak Quantification & Evaluation	1	EA	\$100.00	\$100.00
110	Investigative Float TV - All Sizes	1	LF	\$15.00	\$15.00

**SUM TOTAL SECTION D:** \$2,550.50

**Section E - Excavation**

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
111	8" - 12" Point repair ( 0'- 8' deep )	1	EA	\$4,250.00	\$4,250.00
112	8" - 12" Point repair ( 8'- 12' deep)	1	EA	\$4,750.00	\$4,750.00
113	15" - 18" Point repair ( 0'-8' deep)	1	EA	\$5,200.00	\$5,200.00
114	15" - 18" Point repair ( 8'-12' deep)	1	EA	\$5,950.00	\$5,950.00
115	21" - 24" Point repair ( 0'-8' deep)	1	EA	\$6,500.00	\$6,500.00
116	21" - 24" Point repair ( 8'-12' deep)	1	EA	\$7,500.00	\$7,500.00
117	8" - 12" Point repair extra length	1	LF	\$150.00	\$150.00
118	15" - 18" Point repair extra length	1	LF	\$250.00	\$250.00
119	21" - 24" Point repair extra length	1	LF	\$400.00	\$400.00
120	External reconnect ( 0'- 8' deep)	1	EA	\$1,250.00	\$1,250.00
121	External reconnect ( 8'- 12' deep)	1	EA	\$1,750.00	\$1,750.00
122	Extra length service over 5' long	1	LF	\$45.00	\$45.00
123	Access Pit (0'-8' deep)	1	EA	\$2,500.00	\$2,500.00
124	Access Pit (8'-12' deep)	1	EA	\$4,000.00	\$4,000.00
125	Access Pit (>12'-15' deep)	1	EA	\$25,000.00	\$25,000.00
126	Access Pit (>15'-20' deep)	1	EA	\$40,000.00	\$40,000.00
127	Extra Depth Access Pit (>20VF)	1	VF	\$5,000.00	\$5,000.00
128	Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration)	1	EA	\$1,500.00	\$1,500.00
129	Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration)	1	EA	\$2,000.00	\$2,000.00
130	Potholing for Nearby Utility Location (>12' deep up to 4Hr duration)	1	EA	\$3,000.00	\$3,000.00
131	Trench safety	1	LF	\$10.00	\$10.00
132	Modified Trench safety (other than conventional shore boxes)	1	VF	\$500.00	\$500.00
133	Install New 4' DIA manhole 0' - 6' deep	1	EA	\$5,000.00	\$5,000.00
134	Extra depth 4' DIA manhole over 6' deep	1	VF	\$450.00	\$450.00
135	Install WW Access Chamber	1	EA	\$5,000.00	\$5,000.00
136	Remove existing MH 0'-6' deep	1	EA	\$2,500.00	\$2,500.00
137	Extra depth Remove existing MH >6' deep	1	VF	\$500.00	\$500.00



Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

138	Reconstruct external MH drop	1	EA	\$7,500.00	\$7,500.00
139	Cement stabilized sand	1	Ton	\$50.00	\$50.00
140	Granular backfill	1	Ton	\$45.00	\$45.00
141	Flowable Fill	1	CY	\$125.00	\$125.00
142	Select backfill as designated by Owner	1	Ton	\$75.00	\$75.00
143	Dewatering setup (well pointing)	1	EA	\$10,000.00	\$10,000.00
144	Well point	1	LF	\$750.00	\$750.00
145	Construction entrance	1	EA	\$5,000.00	\$5,000.00
146	Install/Remove crushed rock road w/ filter fabric 15' wide	1	LF	\$75.00	\$75.00
147	Extra hand excavation	1	CY	\$75.00	\$75.00
148	4" to 8" Open Cut Replacement (0'-6' deep)	1	LF	\$200.00	\$200.00
149	10" to 12" Open Cut Replacement (0'-6' deep)	1	LF	\$250.00	\$250.00
150	15" to 18" Open Cut Replacement (0'-6' deep)	1	LF	\$325.00	\$325.00
151	21" to 24" Open Cut Replacement (0'-6' deep)	1	LF	\$400.00	\$400.00
152	Open Cut Extra Depth Add-On	1	LF	\$200.00	\$200.00

Note: Any pipe excavation above 24" or digging item deeper than 12' is on an individual quote basis.

SUM TOTAL SECTION E: \$160,025.00

**Section F - Additional Associated Items**

		Quantity	Unit	Unit Price	Extension
153	Internal reconnects	1	EA	\$275.00	\$275.00
154	Man Entry Internal reconnects	1	EA	\$750.00	\$750.00
155	Remove and replace cleanout	1	EA	\$3,000.00	\$3,000.00
156	Repair/Rehab 2" Asphalt pavement	1	SY	\$150.00	\$150.00
157	Repair/Rehab 8" Flex base	1	SY	\$75.00	\$75.00
158	Repair/Rehab 8" Concrete pavement	1	SY	\$275.00	\$275.00
159	Repair/Rehab 6" Concrete driveway	1	SF	\$50.00	\$50.00
160	Repair/Rehab 4" Concrete sidewalk	1	SF	\$30.00	\$30.00
161	Repair/Rehab Concrete curb and gutter	1	LF	\$50.00	\$50.00
162	Sod	1	SY	\$20.00	\$20.00
163	Repair/Rehab chain link fence with new	1	LF	\$50.00	\$50.00
164	Repair/Rehab wooden fence with new	1	LF	\$50.00	\$50.00
165	Traffic control	1	Day	\$1,000.00	\$1,000.00
166	Traffic control - TXDOT or other State governed agency	1	Day	\$2,500.00	\$2,500.00
167	Flagmen	1	HR	\$40.00	\$40.00
168	Traffic Guard - Shadow Vehicle	1	Day	\$1,500.00	\$1,500.00
169	Lighted Arrow Board (Per Arrow Board)	1	Day	\$250.00	\$250.00
170	Traffic Control Plan (3rd Party Certified)	1	EA	\$3,000.00	\$3,000.00
171	Crane w/ Operator	1	Day	\$5,000.00	\$5,000.00

SUM TOTAL SECTION F: \$18,065.00

**Section G - HDPE Tight Fitting Liner (IPS diameters)**

		Quantity	Unit	Unit Price	Extension
172	2" x DR 32.5 Installation of pipe	1	LF	\$14.00	\$14.00
173	4" x DR 32.5 Installation of pipe	1	LF	\$18.00	\$18.00
174	6" x DR 32.5 Installation of pipe	1	LF	\$27.00	\$27.00
175	8" x DR 32.5 Installation of pipe	1	LF	\$36.00	\$36.00
176	10" x DR 32.5 Installation of pipe	1	LF	\$49.00	\$49.00
177	12" x DR 32.5 Installation of pipe	1	LF	\$63.00	\$63.00
178	15" x DR 32.5 Installation of pipe	1	LF	\$76.00	\$76.00
179	18" x DR 32.5 Installation of pipe	1	LF	\$81.00	\$81.00
180	21" x DR 32.5 Installation of pipe	1	LF	\$93.00	\$93.00
181	24" x DR 32.5 Installation of pipe	1	LF	\$103.00	\$103.00
182	27" x DR 32.5 Installation of pipe	1	LF	\$117.00	\$117.00
183	30" x DR 32.5 Installation of pipe	1	LF	\$134.00	\$134.00
184	33" x DR 32.5 Installation of pipe	1	LF	\$147.00	\$147.00
185	36" x DR 32.5 Installation of pipe	1	LF	\$156.00	\$156.00
186	42" x DR 32.5 Installation of pipe	1	LF	\$179.00	\$179.00
187	48" x DR 32.5 Installation of pipe	1	LF	\$206.00	\$206.00
188	2" to 4" DR standard drop increment (wall increase) PE80 grade	1	LF	\$1.00	\$1.00
189	2" to 4" DR standard drop increment (wall increase) PE100 grade	1	LF	\$1.00	\$1.00
190	5" to 8" DR standard drop increment (wall increase) PE80 grade	1	LF	\$1.00	\$1.00
191	5" to 8" DR standard drop increment (wall increase) PE100 grade	1	LF	\$1.00	\$1.00
192	10" & 12" DR standard drop increment (wall increase) PE80 grade	1	LF	\$1.00	\$1.00
193	10" & 12" DR standard drop increment (wall increase) PE100 grade	1	LF	\$2.00	\$2.00
194	13" to 16" DR standard drop increment (wall increase) PE80 grade	1	LF	\$3.00	\$3.00
195	13" to 16" DR standard drop increment (wall increase) PE100 grade	1	LF	\$3.00	\$3.00
196	18" to 20" DR standard drop increment (wall increase) PE80 grade	1	LF	\$3.00	\$3.00
197	18" to 20" DR standard drop increment (wall increase) PE100 grade	1	LF	\$5.00	\$5.00
198	21" to 24" DR standard drop increment (wall increase) PE80 grade	1	LF	\$5.00	\$5.00
199	21" to 24" DR standard drop increment (wall increase) PE100 grade	1	LF	\$7.00	\$7.00
200	26" to 30" DR standard drop increment (wall increase) PE80 grade	1	LF	\$8.00	\$8.00
201	26" to 30" DR standard drop increment (wall increase) PE100 grade	1	LF	\$11.00	\$11.00
202	32" to 36" DR standard drop increment (wall increase) PE80 grade	1	LF	\$12.00	\$12.00
203	32" to 36" DR standard drop increment (wall increase) PE100 grade	1	LF	\$16.00	\$16.00
204	42" to 48" DR standard drop increment (wall increase) PE80 grade	1	LF	\$22.00	\$22.00
205	42" to 48" DR standard drop increment (wall increase) PE100 grade	1	LF	\$32.00	\$32.00
206	2" to 4" Polyethylene flange	1	EA	\$89.00	\$89.00
207	5" to 8" Polyethylene flange	1	EA	\$179.00	\$179.00
208	10" & 12" Polyethylene flange	1	EA	\$268.00	\$268.00

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

209	13" to 16" Polyethylene flange	1	EA	\$357.00	\$357.00
210	18" to 20" Polyethylene flange	1	EA	\$446.00	\$446.00
211	21" to 24" Polyethylene flange	1	EA	\$536.00	\$536.00
212	26" to 30" Polyethylene flange	1	EA	\$714.00	\$714.00
213	32" to 36" Polyethylene flange	1	EA	\$1,160.00	\$1,160.00
214	42" to 48" Polyethylene flange	1	EA	\$1,428.00	\$1,428.00
215	2" to 12" Tite Liner set-up charge Per Install Length	1	LF	\$14.00	\$14.00
216	13" to 24" Tite Liner set-up charge Per Install Length	1	LF	\$22.00	\$22.00
217	26" to 48" Tite Liner set-up charge Per Install Length	1	LF	\$45.00	\$45.00

**SUM TOTAL SECTION G:** \$6,891.00

<b>Section H - Pipe Rehab by Carbon/Glass Fiber Reinforced Polymers</b>		<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
218	30" Basic Repair	1	LF	\$4,440.00	\$4,440.00
219	30" Additional GFRP Layer	1	LF	\$162.50	\$162.50
220	30" Additional CFRP Layer	1	LF	\$187.50	\$187.50
221	36" Basic Repair	1	LF	\$4,636.00	\$4,636.00
222	36" Additional GFRP Layer	1	LF	\$191.50	\$191.50
223	36" Additional CFRP Layer	1	LF	\$273.00	\$273.00
224	42" Basic Repair	1	LF	\$4,972.00	\$4,972.00
225	42" Additional GFRP Layer	1	LF	\$220.00	\$220.00
226	42" Additional CFRP Layer	1	LF	\$358.50	\$358.50
227	48" Basic Repair	1	LF	\$5,143.00	\$5,143.00
228	48" Additional GFRP Layer	1	LF	\$245.50	\$245.50
229	48" Additional CFRP Layer	1	LF	\$390.50	\$390.50
230	54" Basic Repair	1	LF	\$5,418.00	\$5,418.00
231	54" Additional GFRP Layer	1	LF	\$515.00	\$515.00
232	54" Additional CFRP Layer	1	LF	\$659.50	\$659.50
233	60" Basic Repair	1	LF	\$5,823.00	\$5,823.00
234	60" Additional GFRP Layer	1	LF	\$534.50	\$534.50
235	60" Additional CFRP Layer	1	LF	\$727.50	\$727.50
236	66" Basic Repair	1	LF	\$5,988.00	\$5,988.00
237	66" Additional GFRP Layer	1	LF	\$553.50	\$553.50
238	66" Additional CFRP Layer	1	LF	\$796.00	\$796.00
239	72" Basic Repair	1	LF	\$6,162.00	\$6,162.00
240	72" Additional GFRP Layer	1	LF	\$579.50	\$579.50
241	72" Additional CFRP Layer	1	LF	\$827.00	\$827.00
242	84" Basic Repair	1	LF	\$6,795.50	\$6,795.50
243	84" Additional GFRP Layer	1	LF	\$636.50	\$636.50
244	84" Additional CFRP Layer	1	LF	\$899.00	\$899.00
245	96" Basic Repair	1	LF	\$7,209.00	\$7,209.00
246	96" Additional GFRP Layer	1	LF	\$707.00	\$707.00
247	96" Additional CFRP Layer	1	LF	\$965.00	\$965.00

**Note: Any FRP pipe repair above 96" is on an individual quote basis.**

**SUM TOTAL SECTION H:** \$67,015.50

<b>Section I - CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipe</b>		<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
<b>Potable Pressure Pipelines</b>					
248	6" Installation of Pressure Pipe Lining	1	LF	\$120.00	\$120.00
249	8" Installation of Pressure Pipe Lining	1	LF	\$135.00	\$135.00
250	10" Installation of Pressure Pipe Lining	1	LF	\$150.00	\$150.00
251	12" Installation of Pressure Pipe Lining	1	LF	\$180.00	\$180.00
252	15" Installation of Pressure Pipe Lining	1	LF	\$240.00	\$240.00
253	18" Installation of Pressure Pipe Lining	1	LF	\$270.00	\$270.00
254	21" Installation of Pressure Pipe Lining	1	LF	\$300.00	\$300.00
255	24" Installation of Pressure Pipe Lining	1	LF	\$360.00	\$360.00
256	27" Installation of Pressure Pipe Lining	1	LF	\$420.00	\$420.00
257	30" Installation of Pressure Pipe Lining	1	LF	\$450.00	\$450.00
258	36" Installation of Pressure Pipe Lining	1	LF	\$550.00	\$550.00
<b>Non-Potable Pressure Pipelines</b>					
259	6" Reinforced Pressure Pipe Lining	1	LF	\$105.00	\$105.00
260	8" Reinforced Pressure Pipe Lining	1	LF	\$120.00	\$120.00
261	10" Reinforced Pressure Pipe Lining	1	LF	\$135.00	\$135.00
262	12" Reinforced Pressure Pipe Lining	1	LF	\$165.00	\$165.00
263	15" Reinforced Pressure Pipe Lining	1	LF	\$225.00	\$225.00
264	18" Reinforced Pressure Pipe Lining	1	LF	\$245.00	\$245.00
265	21" Reinforced Pressure Pipe Lining	1	LF	\$270.00	\$270.00
266	24" Reinforced Pressure Pipe Lining	1	LF	\$325.00	\$325.00
267	27" Reinforced Pressure Pipe Lining	1	LF	\$375.00	\$375.00
268	30" Reinforced Pressure Pipe Lining	1	LF	\$430.00	\$430.00
269	36" Reinforced Pressure Pipe Lining	1	LF	\$540.00	\$540.00
269	6" Installation of End Seal	1	EA	\$2,000.00	\$2,000.00
270	8" Installation of End Seal	1	EA	\$2,000.00	\$2,000.00
271	10" Installation of End Seal	1	EA	\$2,000.00	\$2,000.00
272	12" Installation of End Seal	1	EA	\$2,000.00	\$2,000.00
273	15" Installation of End Seal	1	EA	\$2,500.00	\$2,500.00
274	18" Installation of End Seal	1	EA	\$2,500.00	\$2,500.00
275	21" Installation of End Seal	1	EA	\$2,500.00	\$2,500.00
276	24" Installation of End Seal	1	EA	\$3,000.00	\$3,000.00
277	27" Installation of End Seal	1	EA	\$3,000.00	\$3,000.00

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

278	30" Installation of End Seal	1	EA	\$3,000.00	\$3,000.00
279	36" Installation of End Seal	1	EA	\$4,500.00	\$4,500.00
280	6" to 12" System set-up charge Per Install Length	1	LF	\$20.00	\$20.00
281	15" to 24" System set-up charge Per Install Length	1	LF	\$30.00	\$30.00
282	24" to 30" System set-up charge Per Install Length	1	LF	\$50.00	\$50.00
283	Internal Reconnect for CIPP Pressure Pipe	1	EA	\$1,000.00	\$1,000.00
284	6" to 12" Install Spool Piece for Pressure Pipe	1	EA	\$5,000.00	\$5,000.00
285	15" to 21" Install Spool Piece for Pressure Pipe	1	EA	\$7,500.00	\$7,500.00
286	24" to 30" Install Spool Piece for Pressure Pipe	1	EA	\$10,000.00	\$10,000.00
287	36" Install Spool Piece for Pressure Pipe (up to 20LF)	1	EA	\$30,000.00	\$30,000.00

Note: Any pressure pipe lining above 36" is on an individual quote basis.

SUM TOTAL SECTION I: \$58,710.00

**Section J - Pressure Pipeline Bypass**

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
288	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	1	LF	\$37.00	\$37.00
289	Connection of each service from 2"- 4" AWWA approved bypass	1	EA	\$430.00	\$430.00
290	Operation of 2"- 4" AWWA approved bypass	1	Day	\$468.00	\$468.00
291	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	1	LF	\$47.00	\$47.00
292	Connection of each service from 6"- 8" AWWA approved bypass	1	EA	\$468.00	\$468.00
293	Operation of 6"- 8" AWWA approved bypass	1	Day	\$702.00	\$702.00
294	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	1	LF	\$56.00	\$56.00
295	Connection of each service from 10"- 12" AWWA approved bypass	1	EA	\$468.00	\$468.00
296	Operation of 10"- 12" AWWA approved bypass	1	Day	\$1,169.00	\$1,169.00
297	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	1	LF	\$141.00	\$141.00
298	Connection of each service from 13"- 19" AWWA approved bypass	1	EA	\$468.00	\$468.00
299	Operation of 13"- 19" AWWA approved bypass	1	Day	\$1,403.00	\$1,403.00
300	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	1	EA	\$187.00	\$187.00
301	Connection of each service from 20"- 24" AWWA approved bypass	1	EA	\$655.00	\$655.00
302	Operation of 20"- 24" AWWA approved bypass	1	Day	\$1,403.00	\$1,403.00

SUM TOTAL SECTION J: \$8,102.00

**Section K - Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning**

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
303	6" Cleaning with pressure propelled pigs	1	LF	\$13.00	\$13.00
304	8" Cleaning with pressure propelled pigs	1	LF	\$13.00	\$13.00
305	10" Cleaning with pressure propelled pigs	1	LF	\$13.00	\$13.00
306	12" Cleaning with pressure propelled pigs	1	LF	\$13.00	\$13.00
307	15" Cleaning with pressure propelled pigs	1	LF	\$17.00	\$17.00
308	18" Cleaning with pressure propelled pigs	1	LF	\$17.00	\$17.00
309	21" Cleaning with pressure propelled pigs	1	LF	\$17.00	\$17.00
310	24" Cleaning with pressure propelled pigs	1	LF	\$21.00	\$21.00
301	30" Cleaning with pressure propelled pigs	1	LF	\$25.00	\$25.00
302	36" Cleaning with pressure propelled pigs	1	LF	\$30.00	\$30.00
302	6" Set up, Install and Remove Pig Launcher	1	EA	\$5,000.00	\$5,000.00
303	8" Set up, Install and Remove Pig Launcher	1	EA	\$5,000.00	\$5,000.00
304	10" Set up, Install and Remove Pig Launcher	1	EA	\$5,000.00	\$5,000.00
305	12" Set up, Install and Remove Pig Launcher	1	EA	\$5,000.00	\$5,000.00
306	15" Set up, Install and Remove Pig Launcher	1	EA	\$10,000.00	\$10,000.00
307	18" Set up, Install and Remove Pig Launcher	1	EA	\$10,000.00	\$10,000.00
308	21" Set up, Install and Remove Pig Launcher	1	EA	\$18,000.00	\$18,000.00
309	24" Set up, Install and Remove Pig Launcher	1	EA	\$18,000.00	\$18,000.00
310	30" Set up, Install and Remove Pig Launcher	1	EA	\$18,000.00	\$18,000.00
311	36" Set up, Install and Remove Pig Launcher	1	EA	\$25,000.00	\$25,000.00
312	6" Cleaning with scrapers or other attached tools	1	LF	\$21.00	\$21.00
313	8" Cleaning with scrapers or other attached tools	1	LF	\$21.00	\$21.00
314	10" Cleaning with scrapers or other attached tools	1	LF	\$21.00	\$21.00
315	12" Cleaning with scrapers or other attached tools	1	LF	\$21.00	\$21.00
316	15" Cleaning with scrapers or other attached tools	1	LF	\$26.00	\$26.00
317	18" Cleaning with scrapers or other attached tools	1	LF	\$26.00	\$26.00
318	21" Cleaning with scrapers or other attached tools	1	LF	\$26.00	\$26.00
319	24" Cleaning with scrapers or other attached tools	1	LF	\$34.00	\$34.00
320	30" Cleaning with scrapers or other attached tools	1	LF	\$40.00	\$40.00
321	36" Cleaning with scrapers or other attached tools	1	LF	\$50.00	\$50.00
322	6" Pressure pipe inspection	1	LF	\$3.00	\$3.00
323	8" Pressure pipe inspection	1	LF	\$3.00	\$3.00
324	10" Pressure pipe inspection	1	LF	\$4.00	\$4.00
325	12" Pressure pipe inspection	1	LF	\$4.00	\$4.00
326	15" Pressure pipe inspection	1	LF	\$4.00	\$4.00
327	18" Pressure pipe inspection	1	LF	\$6.00	\$6.00
328	21" Pressure pipe inspection	1	LF	\$6.00	\$6.00
329	24" Pressure pipe inspection	1	LF	\$6.00	\$6.00
330	30" Pressure pipe inspection	1	LF	\$8.00	\$8.00
331	36" Pressure pipe inspection	1	LF	\$10.00	\$10.00
332	Tuberculation Removal (Pressure & Gravity Pipelines)	1	IN/DIA/LF	\$4.00	\$4.00

Note: Any line cleaning and inspection of pressure pipe over 36" is on an individual quote basis.

SUM TOTAL SECTION K: \$119,523.00

**Section L - Gravity Sewer Lateral Renewal Systems**

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
333	4"-6" Internal installation and cure of "T" shaped structure (from main <12" dia)	1	EA	\$3,400.00	\$3,400.00
334	4"-6" Internal installation and cure of top hat shaped structure (from main <12" dia)	1	EA	\$2,975.00	\$2,975.00

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

335	4"-6" Installation and cure of structural lateral liner from main <12" dia.	1	LF	\$425.00	\$425.00
336	4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	\$425.00	\$425.00
337	4"-6" Set-up for installations of <20 each total	1	EA	\$850.00	\$850.00
338	4"-6" Set-up for installations of 20-50 each total	1	EA	\$425.00	\$425.00
339	4"-6" Set-up for installations of 50-150 each total	1	EA	\$1.00	\$1.00
340	4"-6" Set-up for installations of 50-150 each total (>150 no set-up will apply)	1	EA	\$1.00	\$1.00

**SUM TOTAL SECTION L:** \$8,502.00

**Section M - Manhole, Access Portals and Wet Well Renewal Systems**

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
341	All Sizes Installation and cure of manhole lining structure depth <10 vf	1	SQFT	\$75.00	\$75.00
342	All Sizes Installation and cure of manhole lining structure depth +10 vf <20 vf	1	SQFT	\$75.00	\$75.00
343	All Sizes Installation and cure of manhole lining structure depth +20 vf <40 vf	1	SQFT	\$75.00	\$75.00
344	All Sizes Set-up for install and cure of manhole lining structure <1000 sq ft	1	SQFT	\$10.00	\$10.00
345	All Sizes Installation of Manhole Chimney Seal	1	EA	\$600.00	\$600.00
346	New manhole frame and cover	1	EA	\$1,000.00	\$1,000.00
347	Premium manhole frame and cover ( i.e. CertainTeed PAM locking units etc.)	1	EA	\$1,500.00	\$1,500.00
348	Adjust manhole frame and cover	1	EA	\$1,500.00	\$1,500.00
348.5	Manhole or Structure Surface Prep by Sandblasting	1	SF	\$21.00	\$21.00
349	Manhole Rehabilitation - cementitious	1	SQFT	\$20.00	\$20.00
350	Manhole Rehabilitation - epoxy	1	SQFT	\$30.00	\$30.00
349	Manhole, Pipe or Other Structures - Geo Polymer Rehabilitation	1	SQFT	\$125.00	\$125.00
350	Manhole Rehabilitation - modified polymer	1	SQFT	\$30.00	\$30.00
351	Manhole Bench Rehabilitation - cementitious	1	SQFT	\$35.00	\$35.00
352	Manhole Bench Rehabilitation - epoxy/modified polymer	1	SQFT	\$40.00	\$40.00
353	Manhole Bench Rebuild	1	EA	\$750.00	\$750.00
354	Mechanical Repairs (per person)	1	HR	\$250.00	\$250.00

**SUM TOTAL SECTION M:** \$6,136.00

**Section N - Crew Travel & Mobilization**

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
355	Travel and Mobilization- Texas	1	EA	\$7,500.00	\$7,500.00
356	Travel and Mobilization- States Other Than Texas	1	EA	\$10,000.00	\$10,000.00

**SUM TOTAL SECTION N:** \$17,500.00

**Section O - All Other Underground Construction Items and Supplemental Items for This Contract**

357	Internal Point Repair CIPP 6"-8" (Up to 8 LF)	1	EA	\$7,000.00	\$7,000.00
358	Internal Point Repair CIPP 10"-12" (Up to 8 LF)	1	EA	\$8,000.00	\$8,000.00
359	Internal Point Repair CIPP 15"-18" (Up to 8 LF)	1	EA	\$10,000.00	\$10,000.00
357	Internal Point Repair CIPP 21"-24" (Up to 8 LF)	1	EA	\$13,000.00	\$13,000.00
358	Internal Point Repair CIPP 27"-33" (Up to 8 LF)	1	EA	\$15,000.00	\$15,000.00
359	Internal Point Repair CIPP 36"- 42" (Up to 8 LF)	1	EA	\$25,000.00	\$25,000.00
360	Internal Point Repair Mechanical 6"-8" (Up to 6 LF)	1	EA	\$3,000.00	\$3,000.00
361	Internal Point Repair Mechanical 10"-12" (Up to 6 LF)	1	EA	\$5,000.00	\$5,000.00
362	Internal Point Repair Mechanical 15"-18" (Up to 6 LF)	1	EA	\$7,500.00	\$7,500.00
363	Internal Point Repair Mechanical 21"-24" (Up to 6 LF)	1	EA	\$10,000.00	\$10,000.00
364	Internal Point Repair Mechanical 27"-33" (Up to 6 LF)	1	EA	\$15,000.00	\$15,000.00
365	Internal Point Repair Mechanical 36"- 42" (Up to 6 LF)	1	EA	\$25,000.00	\$25,000.00
366	Internal Point Repair Mechanical or Other Method up to 108" Nominal Diameter (Up to 6 LF)	1	EA	\$40,000.00	\$40,000.00
367	Large Diameter Invert Repair Interior (Flow Fill or Other Material)	1	CF	\$125.00	\$125.00
368	Void Filling Exterior of Pipe or Structure (Flow Fill or Other Material)	1	CF	\$150.00	\$150.00
369	Pipe or Other Confined Space Man Entry Safety System	1	DAY	\$1,500.00	\$1,500.00
370	Confined Space Man Entry Safety Plan (3rd Party Certified)	1	EA	\$5,000.00	\$5,000.00

**SUM TOTAL SECTION O:** \$6,500.00

**Section P - Fusible PVC Installation by HDD or Other Means**

371	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$30.00	\$30.00
372	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$30.00	\$30.00
373	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$50.00	\$50.00
374	2"-4" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$50.00	\$50.00
375	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$8.00	\$8.00
376	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$30.00	\$30.00
377	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$30.00	\$30.00
378	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$50.00	\$50.00
379	6"-8" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$50.00	\$50.00
380	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$10.00	\$10.00
381	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$35.00	\$35.00
382	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$35.00	\$35.00
383	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
384	10"-12" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
385	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$12.00	\$12.00
386	14"-18" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
387	14"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
388	14"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
389	14"-18" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
390	14"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$15.00	\$15.00
391	20"- 24" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
392	20"- 24" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
393	20"- 24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00

Cured In Place Pipe (CIPP) for Pipeline Rehabilitation - Proposal #555-18

394	20" - 24" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
395	20" - 24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$18.00	\$18.00
396	27" - 36" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
397	27" - 36" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$40.00	\$40.00
398	27" - 36" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
399	27" - 36" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$55.00	\$55.00
400	27" - 36" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$21.00	\$21.00
401	2"-4" Set-up for contiguous lengths <150 lf	1	LS	\$5,000.00	\$5,000.00
402	6"-8" Set-up for contiguous lengths <150 lf	1	LS	\$5,000.00	\$5,000.00
403	10"-12" Set-up for contiguous lengths <150 lf	1	LS	\$7,500.00	\$7,500.00
404	14"-18" Set-up for contiguous lengths <150 lf	1	LS	\$10,000.00	\$10,000.00
405	20"-24" Set-up for contiguous lengths <150 lf	1	LS	\$15,000.00	\$15,000.00
406	27"-36" Set-up for contiguous lengths <150 lf	1	LS	\$20,000.00	\$20,000.00
407	All Sizes Increase for extraordinary drilling conditions (may be applied to each dia.)	1	IN/DIA/LF	\$12.00	\$12.00
408	4" DR 14 DIPS Fusible PVC®	1	LF	\$6.00	\$6.00
409	4" DR 18 DIPS Fusible PVC®	1	LF	\$5.00	\$5.00
410	6" DR 14 DIPS Fusible PVC®	1	LF	\$12.00	\$12.00
411	6" DR 18 DIPS Fusible PVC®	1	LF	\$10.00	\$10.00
412	6" DR 25 DIPS Fusible PVC®	1	LF	\$7.00	\$7.00
413	8" DR 14 DIPS Fusible PVC®	1	LF	\$21.00	\$21.00
414	8" DR 18 DIPS Fusible PVC®	1	LF	\$16.00	\$16.00
415	8" DR 25 DIPS Fusible PVC®	1	LF	\$12.00	\$12.00
416	10" DR 14 DIPS Fusible PVC®	1	LF	\$31.00	\$31.00
417	10" DR 18 DIPS Fusible PVC®	1	LF	\$25.00	\$25.00
418	10" DR 25 DIPS Fusible PVC®	1	LF	\$18.00	\$18.00
419	12" DR 14 DIPS Fusible PVC®	1	LF	\$44.00	\$44.00
420	12" DR 18 DIPS Fusible PVC®	1	LF	\$35.00	\$35.00
421	12" DR 25 DIPS Fusible PVC®	1	LF	\$25.00	\$25.00
422	14" DR 14 DIPS Fusible PVC®	1	LF	\$58.00	\$58.00
423	14" DR 18 DIPS Fusible PVC®	1	LF	\$46.00	\$46.00
424	14" DR 21 DIPS Fusible PVC®	1	LF	\$40.00	\$40.00
425	14" DR 25 DIPS Fusible PVC®	1	LF	\$34.00	\$34.00
426	16" DR 14 DIPS Fusible PVC®	1	LF	\$81.00	\$81.00
427	16" DR 18 DIPS Fusible PVC®	1	LF	\$60.00	\$60.00
428	16" DR 21 DIPS Fusible PVC®	1	LF	\$52.00	\$52.00
429	16" DR 25 DIPS Fusible PVC®	1	LF	\$44.00	\$44.00
430	18" DR 18 DIPS Fusible PVC®	1	LF	\$80.00	\$80.00
431	18" DR 21 DIPS Fusible PVC®	1	LF	\$69.00	\$69.00
432	18" DR 25 DIPS Fusible PVC®	1	LF	\$58.00	\$58.00
433	20" DR 14 DIPS Fusible PVC®	1	LF	\$123.00	\$123.00
434	20" DR 18 DIPS Fusible PVC®	1	LF	\$98.00	\$98.00
435	20" DR 21 DIPS Fusible PVC®	1	LF	\$84.00	\$84.00
436	20" DR 25 DIPS Fusible PVC®	1	LF	\$71.00	\$71.00
437	24" DR 18 DIPS Fusible PVC®	1	LF	\$139.00	\$139.00
438	24" DR 21 DIPS Fusible PVC®	1	LF	\$120.00	\$120.00
439	24" DR 25 DIPS Fusible PVC®	1	LF	\$102.00	\$102.00
440	24" DR 32.5 DIPS Fusible PVC®	1	LF	\$79.00	\$79.00
441	30" DR 21 DIPS Fusible PVC®	1	LF	\$196.00	\$196.00
442	30" DR 25 DIPS Fusible PVC®	1	LF	\$166.00	\$166.00
443	30" DR 32.5 DIPS Fusible PVC®	1	LF	\$129.00	\$129.00
444	36" DR 21 DIPS Fusible PVC®	1	LF	\$281.00	\$281.00
445	36" DR 25 DIPS Fusible PVC®	1	LF	\$238.00	\$238.00
446	36" DR 32.5 DIPS Fusible PVC®	1	LF	\$185.00	\$185.00
447	Freight for Fusible PVC®	1	Per Truck	\$2,500.00	\$2,500.00
448	Mobilization/Demobilization for Fusible PVC®	1	Per Event	\$5,000.00	\$5,000.00
449	Fusion Services for 4"-12" Fusible PVC®	1	Day	\$1,450.00	\$1,450.00
450	Fusion Services for 14"-16" Fusible PVC®	1	Day	\$1,650.00	\$1,650.00
451	Fusion Services for 18"- 24" Fusible PVC®	1	Day	\$1,950.00	\$1,950.00
452	Fusion Services for 30"- 36" Fusible PVC®	1	Day	\$2,500.00	\$2,500.00

**SUM TOTAL SECTION P:** \$81,616.00

**Section Q - Right-of-Way Maintenance**

453	ROW Clearing - up to 20 feet wide	1	LF	\$20.00	\$20.00
454	ROW Maintenance - up to 20 feet wide	1	LF	\$10.00	\$10.00
455	Install 14' Gate	1	EA	\$5,000.00	\$5,000.00
456	Technical Field Support	1	HR	\$150.00	\$150.00

**SUM TOTAL SECTION P:** \$5,180.00

Attachment "A" RS Means Current Edition Facilities Construction Cost Data Book, latest edition. Stated Discount or Coefficient from "Total incl O&P" COLUMN

**Multiplier** 1.00

Attachment "B" RS Means Current Edition Heavy Construction Cost Data Book, latest edition. Stated Discount or Coefficient from "Total incl O&P" COLUMN

**Multiplier** 1.00

**TOTAL ALL SECTIONS A-P:** \$591,979.00

**COMPANY NAME: Insituform Technologies, LLC**

<b>Signature of Authorized Official:</b> _____						
<b>Printed Name of Authorized Official:</b> _____						
<b>Bid Date:</b> <u>8/10/17</u>						

**EXHIBIT "C"**  
**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:** July 7, 2020

**DEPARTMENT:** Water Utilities

**TITLE:**

Task Order No. 6 with Stantec Consulting Services, Inc. for hydrogeologic services

**SUMMARY:**

Task Order No. 6 to Professional Services Agreement authorizes Stantec Consulting Services, Inc. to provide hydrogeologic services for the Mechanical Integrity Testing and Underground Injection Control permit renewal of Water Plant Injection Well System in the amount of \$63,712.

**BACKGROUND AND JUSTIFICATION:**

The City Water Utilities Department is required by Florida Department of Environmental Protection (FDEP) to perform a Mechanical Integrity Test (MIT) by January 5, 2021 and submit an Operation Permit Renewal Application by August 9, 2023 on the Class I Industrial Deep Injection Well and associated dual zone monitoring well at the water treatment plant. This well is used for disposal of non-hazardous concentrate reject water from the reverse osmosis membrane water treatment facility and the settled lime-softened backwash supernate. Stantec will provide the MIT plan, specifications, inspection services and final report, as well as prepare the Operation Permit Renewal Application which will be updated to the same 5-year cycle as the MIT as many of the tests and documentation is the same.

**MOTION:**

Move to approve/disapprove Task Order No. 6 with Stantec Consulting Services, Inc. for hydrogeologic services for Mechanical Integrity Testing and Underground Injection Control permit renewal of Water Plant Injection Well System in the amount of \$63,712.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order No. 6

## 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	\$63,712	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	0	0	0	0	0
 Net Fiscal Impact	 \$63,712	 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
402-7021-533.46-46	Water Treatment/Wells	N/A	\$322,881	\$203,250.70	-\$63,712	\$139,538.70

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

Brian Shields – Director

Bruce Miller – Finance Director

Christy Goddeau – City Attorney

Michael Bornstein – City Manager

## Task Order for the City of Lake Worth Beach General Hydrogeologic Services

### TASK ORDER NO. 06

THIS TASK ORDER is made on the 29 day of June, 2020, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“City” hereafter) and **Stantec Consulting Services, Inc.**, a corporation authorized to do business in the State of Florida, whose local business address is **2056 Vista Parkway, Suite 100, West Palm Beach, FL 33411** (“CONSULTANT” hereafter).

#### **1.0 Project Description:**

The City desires the Consultant to provide those services as identified herein for the (“Project”). The Project is described as “Mechanical Integrity Testing (MIT) and Underground Injection Control (UIC) permit renewal of Water Plant Injection Well System” in the Consultant’s Proposal, dated June 5, 2020, and attached hereto as Exhibit “A” and incorporated herein.

#### **2.0 Scope**

Under this Task Order, the Consultant will provide the City of Lake Worth Beach those services identified in Exhibit “A”.

#### **3.0 Schedule**

The services to be provided under this Task Order is on an as-needed basis and shall be completed by end of fiscal year 2021 from the City’s approval of this Task Order or until Not-to-Exceed (NTE) amount is reached.

#### **4.0 Compensation**

This Task Order is issued for a lump sum and hourly rate amount of \$ 63,712.00. Exhibit “B” identifies costs and expenses included as both lump sum and hourly rate. Consultant shall be solely responsible for any and all amounts which exceed those stated in Exhibit “B” unless approved in writing by the City.

#### **5.0 Project Manager**

The Project Manager for the Consultant is Neil A. Johnson, phone: 561-229-1852; email: [neil.johnson@stantec.com](mailto:neil.johnson@stantec.com); and, the Project Manager for the City is Tim Sloan, phone: 561-586-1636; email: [tsloan@lakeworthbeachfl.gov](mailto:tsloan@lakeworthbeachfl.gov).

#### **6.0 Progress Meetings**

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary based on the work being performed.

#### **7.0 Authorization**

This Task Order is issued in compliance with the Consultants’ Competition Negotiation

Act, section 287.055, Florida Statutes, and pursuant to the First Amendment to Agreement for Professional Services between the City of Lake Worth Beach and the Consultant, dated March 27, 2020 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order 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: **Stantec Consulting Services, Inc.**

By: \_\_\_\_\_  
Print Name: Neil A. Johnson  
Title: Senior Principal

STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 29 day of June, 2020, by Neil Johnson, who was physically present, as Senior Principal (title), of **Stantec Consulting Services, Inc.**, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Personally Known as identification.

Notary Public

\_\_\_\_\_  
Print Name: Jessica Thompson  
My commission expires: 10/6/2021



## **EXHIBIT “A”**

### **TASK ORDER NO. 6**

## **Mechanical Integrity Testing (MIT) and Underground Injection Control (UIC) Permit Renewal for Water Plant Injection Well System**

**June 5, 2020**

### **INTRODUCTION**

The City of Lake Worth Beach (CITY) entered into a Professional Services Agreement with Stantec Consulting Services, Inc., (CONSULTANT) on March 20, 2018, under RFQ No. 18-303, and extended the terms one year effective March 27, 2020. This agreement is for CONSULTANT to provide CITY with professional hydrogeological services.

### **BACKGROUND**

The CITY is required by Florida Department of Environmental Protection (FDEP) to perform a Mechanical Integrity Test (MIT) by January 5, 2021 and submit an Operation Permit Renewal Application by August 9, 2023. The CITY has one, Class I Industrial Deep Injection Well (IW-1) with a cement-filled annular space for disposal of non-hazardous concentrate reject water from the membrane softening drinking water facility and settled lime-softening backwash supernate and one associated dual-zone monitor well (DZMW-1) currently under FDEP UIC Permit 0297969-004-UO/1X. The disposal capacity of IW-1 is permitted at 4.176 million gallons per day (MGD). The injection well is constructed with a 10.62-inch nominal inside diameter (ID) fiberglass reinforced pipe (FRP) that is fully cemented inside a 20-inch outside diameter (OD), 0.5-wall thickness final steel casing set to a depth of 2,858 feet bls with an open-hole interval to a depth of 3,303 feet bls. The CITY will submit their renewal application in parallel with the MIT report to establish both permit compliance items on the same 5-year cycle.

### **SCOPE**

In accordance with Standard Agreement for Professional Services between the CITY and Stantec, the CONSULTANT will provide the CITY miscellaneous professional services for the following activities related to the following:

#### **1.0 PROJECT MANAGEMENT AND COORDINATION**

The CONSULTANT's Project Manager (PM) will manage the project staff, for the project in accordance with CONSULTANT's standard of practice. The CONSULTANT will also provide administrative services to support project staff. The PM services and responsibilities are listed below.

Project Coordination includes:

- Provide and coordinate monthly invoicing, inclusive of a monthly status report.
- Facilitate project meetings throughout the duration of the project.

- Record notes of formal meetings and, as appropriate, telephone conversations conducted by the CONSULTANT in executing this project. Meeting notes will document discussions during the meeting and resultant action item(s). These and other written correspondence will be transmitted to the CITY's Project Manager via e-mail, with copies to project team members participating in the activity.
- Facilitate the project "kickoff" meeting. The purpose of this meeting will be to identify and introduce key project personnel, confirm the objectives of this Work Assignment, review the schedule, and discuss planned execution of the project.

## **2.0 MECHANICAL INTEGRITY TESTING**

### **MIT Plan/Final Report**

STANTEC will prepare an MIT Plan (Plan) for submittal to and approval by the FDEP. The Plan will be submitted to the FDEP at least 90 days prior to January 5, 2021 (by October 8, 2020). The Plan will describe the performance of a video survey, hydrostatic pressure test, static temperature survey, and radioactive tracer survey on the CITY's Injection Well IW-1. A draft Plan will be provided to the CITY electronically for review and comment within 30 days issuance of the Notice to Proceed. Following CITY approval, a final Plan will be forwarded to FDEP Southeast District and Tallahassee offices electronically.

Within 30 days following completion of the MIT work, STANTEC will prepare a draft MIT Report summarizing the testing procedures and results for the CITY's review and comment. The report will contain a log summary and viewable DVD copy of the video survey and a summary of the completed pressure test with a testing form signed by the FDEP observer. As part of the MIT report preparation, STANTEC will review the injection system operation data, to include:

- Well IW-1 flows and pressures,
- Well DZMW-1 upper and lower zone pressure,
- Well DZMW-1 upper and lower zone water quality results, and
- Well IW-1 excess reclaimed water and treatment reject water not suitable for reuse water quality results.

This data review is for the CITY's benefit to graphically present an assessment of Well IW-1's condition, Well DZMW-1's condition and track potential changes in upper and lower zone water quality information over time.

Following STANTEC's receipt of CITY comments, a final report for the MIT will be completed and electronically transmitted to the CITY and FDEP Southeast District and Tallahassee offices within 90 days of completion of the MIT.

### **Prepare Specifications for Contractor Quotes**

STANTEC will prepare outline specifications for the performance of the required MIT and will solicit quotes from three (3) licensed and qualified Florida Well Drilling CONTRACTORS. Alternatively, STANTEC will also research possible Contract Piggy-Back opportunities for the

CITY. Basic tasks in the MIT outline specifications will include: mobilization and set up of equipment and personnel, flushing with clean water, video survey of Well IW-1, suppression of Well IW-1 flow, installation of a packer, conducting a casing pressure test, geophysical logging (including gamma ray, casing collar locator and fluid temperature), radioactive tracer survey, flushing Well IW-1, demobilization of equipment, and return of Well IW-1 to active service. The outline specifications will also include CONTRACTOR experience requirements, rig and tool minimum standards, required certifications and testing equipment, radioactive tracer tool requirements, and construction drawings of Well IW-1 and above ground piping.

STANTEC will include the most current FDEP guidance (available at the time of initiation of the Work) with respect to performance of the MIT and provide an efficient guideline for the proposed work program that minimizes Well IW-1 downtime. STANTEC will assist the CITY in obtaining a minimum of three quotes for the specified work from qualified Florida Well Drilling CONTRACTORS licensed by the State of Florida and acceptable to the FDEP that are in the business of performing MIT services. STANTEC will evaluate the quotes received, along with contractor references and will submit a draft recommendation of award letter to the CITY for review and issue

### **MIT Services**

Following selection of a Contractor, STANTEC will coordinate the MIT work with the selected contractor and CITY staff to minimize the downtime of Well IW-1. The CONTRACTOR will perform and STANTEC will observe and record the following activities in Well IW-1:

- Video Survey through the entire length of Well IW-1 from the surface to the base of the injection zone in compliance with the FDEP-approved MIT Plan.
- A final pressure test in Well IW-1 that will be observed by an FDEP representative.
- Static temperature survey that will be observed by an FDEP representative.
- Radioactive tracer survey that will be observed by an FDEP representative

### **3.0 FDEP OPERATION RENEWAL PERMIT**

The CITY's FDEP Operation Permit No. 0297969-002-UO to operate the injection well system (IW-1 and DZMW-1) associated with the CITY's WTP for the disposal of non-hazardous leachate expires on October 8, 2023. Specific Condition 1.a. of the permit states that the CITY must submit an application to renew the operation permit at least 60 days prior to the permit expiration date (by August 9, 2023) to remain in compliance with the existing permit.

An operation permit consists of an updated area-of-review (AOR) study, analysis and interpretation of operational and water quality data for the injection well system, updates to the existing Operations and Maintenance (O&M) Manual, updates to the CITY's Plugging and Abandonment Plan, and certification of financial responsibility. Following timely submittal of an application to renew an operation permit, close coordination with the FDEP reviewer will be needed to address FDEP reviewer comments, coordinate with the CITY and FDEP public notices and public meetings, and provide the CITY and FDEP review of the draft permit documents for the new permit.

## **Preparation of Operation Permit Application**

The CONSULTANT will prepare, assemble and submit the CITY's Application for Operation Permit Renewal to FDEP. The application package will consist of updates to the following items, the description of which is provided below.

- AOR Study
- Operation and Water Quality Data Evaluation
- O&M Manual
- Financial Responsibility Package

**AOR Study Update:** The CONSULTANT will prepare an updated AOR study by reviewing and updating the geologic and hydrogeologic characterization of the injection well area, calculating the projected area of influence surrounding the injection well based on available historical and projected flow information, and identifying the existing wells located within the calculated AOR.

**Operation and Water Quality Data Review:** The CONSULTANT will review CITY provided operating flows and pressures and monitoring zone pressures and water quality since the last 5-year Mechanical Integrity Test (MIT) event in 2016. The CONSULTANT will tabulate and graph the data received and will provide a written summary and professional opinion based on discernable trends.

**O&M Manual Update:** The CONSULTANT will review the existing O&M Manual, relevant to the injection well, with the CITY staff to identify changes that need to be made to the injection well system portion of the existing document. If necessary, the CONSULTANT will prepare an updated O&M Manual section for the Injection Well system for submittal with the operation permit application.

**Financial Responsibility Package Update:** The CONSULTANT will review and update the existing Plugging and Abandonment Plan by updating unit costs with area contractors. The CONSULTANT will assemble the Financial Responsibility package, as necessary, inclusive of an electronic copy of the CITY's most current financial statement. The CONSULTANT will coordinate the CITY's approval of the financial package materials and submittal of the financial package to FDEP.

## **4.0 POST-APPLICATION SUBMITTAL SUPPORT**

The CONSULTANT will support the CITY by providing FDEP requested information, review of the draft permit document, and coordination and support with scheduling and advertisement of Public Notices and attendance at a Public Meeting.

**Requests for Additional Information (RAI):** The CONSULTANT has anticipated one (1) clarification of the submitted material. Clarification will be provided via email to the FDEP reviewer in anticipation that no official RAIs will be issued from FDEP to the CITY.

**Review of the FDEP Draft Operating Permit:** The CONSULTANT will coordinate with FDEP and the CITY the review of the FDEP draft permit and its Public Notice. The CONSULTANT will



engage with the CITY and FDEP on the publishing coordination and scheduling of the meeting, review the FDEP Notice of Intent to Issue, and obtain the Final Operation Permit for the Lake Worth Injection Well System.

## ASSUMPTIONS

- The CITY will authorize in writing any activities to be performed under this Task Order prior to CONSULTANT performing the work.
- The City will provide review comments on draft documents submitted within one (1) week.
- All deliverables and submittals will be electronic. No hard copy documents will be prepared as part of this scope.

## DELIVERABLE SCHEDULE

- Task 1.0 deliverables will consist of the following:
  - Meeting Minutes – electronic delivery
  - Project schedule – electronic delivery
  - Monthly invoices and Progress Reports – electronic
- Task 2.0 deliverables will consist of the following:
  - MIT Testing Plan – electronic delivery by October 8, 2020
  - MIT Final Report – electronic delivery within 90 days of MIT Completion
  - MIT Bid specifications for CONTRACTORS and draft Recommendation of Award letter to CITY based on CONTRACTOR bids, qualifications, and availability – electronic by October 8, 2020
- Task 3.0 deliverables will consist of the following:
  - Draft Permit Application – electronic delivery within 60 days of MIT Completion
  - Final Permit Application – electronic delivery within 90 days of MIT Completion
- Task 4.0 deliverables will consist of the following:
  - RAI Response – electronic delivery
  - Draft Permit Review – electronic delivery

## COMPENSATION

Compensation for Tasks 1, 2, and 3 will be performed on a lump sum basis and will be invoiced monthly based on percent complete for individual tasks. Task 4 will be performed on an hourly-rate basis following written approval from the City and will be invoiced monthly, as required. The following table shows the fee by task. A detailed fee schedule is provided as Exhibit B.

<b>Task</b>	<b>Description</b>	<b>Task Amount</b>
1	Project Management, Coordination, and QA/QC	\$8,572.00
2	Mechanical Integrity Testing	\$21,936.00
3	FDEP Operation Renewal Permit	\$28,580.00
	<b>Subtotal</b>	<b>\$59,088.00</b>
4	Post-Application Submittal Support	\$4,624.00
	<b>Total</b>	<b>\$63,712.00</b>

**EXHIBIT B - FEE SCHEDULE**

City of Lake Worth  
 Task Order No. 6  
 June 5, 2020

	Principal Professional	Sr. Project Manager	Sr. Engineer	Hydrogeologist	Administrative Support	Direct Labor Labor Hours	Total Dollars
<b>Class 1 Injection Well IW-1 FDEP/MIT and UIC Permit Renewal</b>							
	\$ 205.00	\$ 164.00	\$ 175.00	\$ 132.00	\$ 72.00		
<b>Task 1 Project Management and Coordination</b>							
Project Management	8	12			12	32	\$4,472.00
QA/QC	20					20	\$4,100.00
<b>Task 1 Subtotals</b>	<b>28</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>52</b>	<b>\$8,572.00</b>
<b>Task 2 Mechanical Integrity Testing</b>							
MIT Plan/Final Report	8		8	24	2	42	\$6,352.00
Prepare Specifications for Contractor Quotes	16		4	44	2	66	\$9,932.00
MIT Services	8		4	24	2	38	\$5,652.00
<b>Task 2 Subtotals</b>	<b>32</b>	<b>0</b>	<b>16</b>	<b>92</b>	<b>6</b>	<b>146</b>	<b>\$21,936.00</b>
<b>Task 3 Permit Renewal Application</b>							
Permit Application and AOR Study	16		8	48	2	74	\$11,160.00
Operations and Water Quality Data Review	12		8	44	2	66	\$9,812.00
O&M Manual Update	8		8	16	2	34	\$5,296.00
Financial Responsibility Update	8			4	2	14	\$2,312.00
<b>Task 3 Subtotals</b>	<b>44</b>	<b>0</b>	<b>24</b>	<b>112</b>	<b>8</b>	<b>188</b>	<b>\$28,580.00</b>
<b>Tasks 1-3 Subtotals</b>							<b>\$59,088.00</b>
<b>Task 4 Post-Application Submittal Support (Hourly Rate)</b>							
Request for Additional Information (1)	8			4	2	14	\$2,312.00
Review of DRAFT Permit and FDEP Coordination	8			4	2	14	\$2,312.00
<b>Task 4 Subtotals</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>28</b>	<b>\$4,624.00</b>
Owner's Allowance							\$0.00
<b>TOTAL HOURS</b>	<b>88</b>	<b>12</b>	<b>24</b>	<b>120</b>	<b>24</b>	<b>268</b>	
<b>TOTAL FEE</b>	<b>\$18,040.00</b>	<b>\$1,968.00</b>	<b>\$4,200.00</b>	<b>\$15,840.00</b>	<b>\$1,728.00</b>		<b>\$63,712.00</b>

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** July 7, 2020

**DEPARTMENT:** City Attorney

**TITLE:**

First Amendment to Settlement Agreement to extend the deadlines for the development of properties located at and 7 North B Street, 15 North B Street and 1602 Lake Avenue.

**SUMMARY:**

The First Amendment extends the deadlines in the Settlement Agreement for the Lake Worth Beach Community Redevelopment Agency (CRA) to issue the RFP for the development of the properties; for the CRA to enter an agreement with the selected developer; and, for the CRA to close on the development transaction.

**BACKGROUND AND JUSTIFICATION:**

In August 2019, the City Commission entered into a mediation settlement agreement with then owner, 1511 Lucerne, LLC, to settle code enforcement liens and to facilitate development of three parcels: 15 North B Street, 7 North B Street, and 1602 Lake Avenue (the Property). The City owns 15 North B Street and 1602 Lake Avenue. WENJO Partners owned 7 North B Street at the time of the mediation and shortly thereafter sold its interest to 7 North B, LLC, whose primary manager is Bhavin Shah.

In accordance with the mediation settlement agreement, the City entered into a Purchase and Sale Agreement with the new owner, 7 North B, LLC, to purchase 7 North B Street and the City assigned its interests to the CRA. However, under the terms of the mediation settlement agreement, the CRA had 60 days to issue an RFP for the development of the Property, enter an agreement with the developer before August 3, 2020, and sell the Property to the developer by February 3, 2021.

Everyone has been affected by COVID-19 (coronavirus); therefore, both 7 North B, LLC and city representatives have agreed to extend the deadlines as follows:

- CRA Issues RFP for Property: July 31, 2020
- CRA Awards RFP and Enters into Agreement: February 3, 2021
- CRA Closes on sale of Property: August 3, 2021

City Commission approval is needed to extend the dates in the mediation settlement agreement.

**MOTION:**

Move to approve/disapprove the First Amendment to the Settlement Agreement to extend the deadlines for the development of properties located at and 7 North B Street, 15 North B Street and 1602 Lake LLC.

**ATTACHMENT(S):**

Fiscal Impact Analysis: N/A  
First Amendment  
Mediation Settlement Agreement

**FIRST AMENDMENT TO MEDIATION SETTLEMENT AGREEMENT**

**THIS FIRST AMENDMENT** is entered into this \_\_\_\_\_ day of July, 2020, by and between the City of Lake Worth Beach, Florida (“City”) and 7 North B, LLC, as successor to the interests of 1511 Lucerne, LLC, in the Mediation Settlement Agreement (“Settlement Agreement”).

**RECITALS:**

Whereas, in August 2019, the City Commission entered into a Settlement Agreement with then owner, 1511 Lucerne, LLC, to settle code enforcement liens on properties owned by 1511 Lucerne, LLC, and to facilitate development of three parcels: 15 North B Street, 7 North B Street, and 1602 Lake Avenue (collectively “Project Properties”), the latter two (15 North B Street and 1602 Lake Avenue) were already owned by the City; and

Whereas, although the City contemplated purchasing 7 North B Street from WENJO Partners, WENJO Partners sold its interest in the property to 7 North B, LLC, before an agreement with the City could be facilitated; and

Whereas, in accordance with the Settlement Agreement, in May 2020, the City entered into an Agreement for Purchase and Sale of Real Property regarding 7 North B Street with 7 North B, LLC, and the City assigned its interests therein to the Community Redevelopment Agency (“CRA”); and

Whereas, the Settlement Agreement also contemplated and discussed deadlines for issuing an RFP, awarding the RFP/ entering into an agreement with a developer, and closing on the Project Properties with a developer; and

Whereas, due to unforeseen circumstances related to the COVID-19 pandemic, the parties have agreed to extend the deadlines in accordance with this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1.** Change of Date for RFP Issuance. The date for issuance of the RFP as set forth in paragraph 9 of the Settlement Agreement is hereby changed from “no later than 60 days after the execution of the Purchase and Sale Agreement” to July 31, 2020.

**Section 2.** Change of Date for Executing Agreement. The date for executing a contract between a developer and the CRA as set forth in paragraphs 10 and 11 of the Settlement Agreement is hereby changed from August 3, 2020 to February 3, 2021.

**Section 3.** Change of Date for Closing. The date for closing on the sale of the Project Properties as set forth in paragraph 11 of the Settlement Agreement is hereby changed from February 3, 2021, to August 3, 2021.

**Section 4.** Effect. All other terms of the Settlement Agreement shall remain in full

force and effect.

**Section 5.** Effective Date. This First Amendment shall be executed and become effective upon execution by 7 North B LLC and the City.

**Section 6.** Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same First Amendment.

SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF**, the have caused this First Amendment to be duly executed as of the day and year first above written.

**CITY OF LAKE WORTH BEACH**

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

ATTEST

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney  
/phr

**7 NORTH B, LLC**  
a Florida Limited Liability Company

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

[Corporate Seal]

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_(title) of 7 NORTH B, LLC, a Florida limited liability, and who is personally known to me or who has produced the following: \_\_\_\_\_, as identification.

\_\_\_\_\_  
Notary Public



IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CITY OF LAKE WORTH,  
FLORIDA, a municipal corporation,

CASE NO.: 2018-CA-008086 MB

Plaintiff,

v.

1511 LUCERNE, LLC,  
a Florida Corporation,

Defendant.

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**MEDIATION SETTLEMENT AGREEMENT**

Plaintiff (also referred to as "City") and Defendant agree as follows, (subject to approval by the Lake Worth Beach City Commission):

1. With regard to the property located at 1511 Lucerne Avenue, Lake Worth Beach, Florida, Plaintiff agrees to accept \$6,320.00 plus administrative costs of \$1,000 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, or as otherwise provided herein.
2. With regard to the property located at 1108 1<sup>st</sup> Avenue South, Lake Worth Beach, Florida, Plaintiff agrees to accept \$23,900.00 plus administrative costs of \$1,000 as full and final settlement of all claims and liens on said property. Payment shall be made on or by closing, or as otherwise provided herein.
3. Plaintiff agrees at the time of signing this Agreement, Defendant is in compliance with regard to the above-referenced properties.
4. Plaintiff and Defendant shall jointly inform the Court of this settlement, and request a stay of the proceedings within 30 days following approval of this Agreement by the City Commission. Plaintiff shall file a "Notice of Voluntary Dismissal with Prejudice" of the above-captioned litigation no later than 10 days after receipt of payment of the fines, fees, and liens as referenced herein.

5. WENJO Partners, hereinafter referred to as "WENJO," is the Owner of property located at 7 North B Street, Lake Worth Beach, Florida. In an effort to reach agreement with the City, Defendant has induced WENJO to become a part of this Mediation Settlement Agreement. As such, WENJO agrees to enter into a Purchase and Sale Agreement with the City as it relates to 7 North B Street. The Purchase and Sale Agreement shall be in a form substantially similar to the FAR-BAR Contract, and provide, among other things, a specific purchase price that shall be determined as follows:

- a. The City shall order and provide to Defendant and WENJO an appraisal for the 7 North B. Street, 15 North B. Street, and 1602 Lake Avenue properties, all located in the City of Lake Worth Beach, Florida, as though the properties were unified, ("The Project Property") within 30 days of execution of this Agreement.
- b. If Defendant/WENJO does not accept the appraisal obtained by the City, then Defendant/WENJO shall obtain its own appraisal of the Project Property within 30 days of receiving the City's appraisal.
- c. If the appraisals differ by less than 15%, then the parties shall split the difference between the two appraisals, and the resulting amount will be included in the Purchase and Sale Agreement. If the appraisals differ by more than 15%, then the parties shall split the cost of a third appraisal from an appraiser who the City's and Defendant/WENJO's appraisers shall select within 15 days. The third appraiser must provide the appraisal within 15 days of selection. The three appraisals shall then be averaged together, and the average of the appraisals shall determine the minimum purchase price for the sale of the Project Property ("The Purchase Price").
- d. Upon the sale of the Project Property, WENJO shall be entitled to receive an amount equal to the pro rata share of the Purchase Price based on the square footage of the 7 North B Street property in relation to the entire Project Property, less WENJO's pro rata share of all fees and costs incurred by the

Lake Worth Beach Community Redevelopment Agency ("CRA") with respect to the sale of the Project Property.

6. The closing on the sale of 7 North B Street shall be contingent on the approval of a site plan for a project ("Project") located on The Project Property by the City Commission and the expiration of all appeal periods.
7. The City shall be entitled to assign the Purchase and Sale Agreement to the CRA without having to obtain the consent of the Defendant/WENJO.
8. The Defendant/WENJO may assign its interest in the Purchase and Sale Agreement to a third party, subject to the consent of the City Commission and the CRA, such consent shall not be unreasonably withheld. The City Commission and the CRA shall consider the request for the assignment no later than sixty (60) days after receipt of the request for the assignment from Defendant/WENJO. The request for the assignment shall be provided to the City Manager with a copy to the City Attorney.
9. When the Purchase and Sale Agreement is assigned to the CRA, the CRA shall issue a Request for Proposals ("RFP") for the development and sale of The Project Property no later than 60 days after the execution of the Purchase and Sale Agreement by the City. If the Purchase and Sale Agreement is not assigned to the CRA, then the CRA's obligations contained in this Agreement shall become the City's obligation.
10. The RFP shall be awarded by the CRA to a qualified developer entity, and a contract between the developer and the CRA shall be executed on or before August 3, 2020.
11. If the CRA does not execute a Purchase and Sale Agreement with a qualified developer entity prior to August 3, 2020, or if the sale of the Project Property does not close on or before February 3, 2021, through no fault of Defendant or WENJO, then the City shall have the right of first refusal to purchase 7 North B Street from WENJO for the Purchase Price as calculated through the process contained herein.

- 12. If the City does not exercise the right of first refusal within ninety (90) days of the date that the RFP process terminates or fails, the Purchase and Sale Agreement shall terminate and WENJO shall retain ownership of 7 North B Street. In such event, the Defendant shall pay to Plaintiff the amounts stated herein as fines, administrative expenses, and attorneys fees no later than thirty (30) days following the expiration of the City's right of first refusal.
- 13. Defendant shall pay to Plaintiff \$7,500.00 for attorneys' fees. Payment shall be made on or by closing, or as otherwise provided herein.
- 14. This Agreement may be amended by mutual agreement of both the Plaintiff and Defendant.
- 15. The Court reserves jurisdiction to enforce the terms of this Settlement Agreement.

Defendant (s)

Date

Plaintiff

Date

John F. Romano 6/10/19

[Signature] 7/14/19

Attorney

Date

Attorney

Date

[Signature]

7/19/19

[Signature] 7/10/19

City Attorney

Date

Pamela H. Ry 7/16/19

On behalf of WENJO Partnership

Date

John F. Romano  
John Romano, Partner

6 JUL 2019

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** July 7, 2020

**DEPARTMENT:** Water Utilities

**TITLE:**

Ordinance No. 2020-09 – First Reading and First Public Hearing – Amend the Comprehensive Plan to include an updated water supply plan and transmit the plan to the State of Florida for review

**SUMMARY:**

The ordinance amends policies in the infrastructure element of the City's Comprehensive Plan, adopts the 2020 10-Year Water Supply Facilities Work Plan by reference and transmits the plan to the State of Florida for review.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth's Comprehensive Plan was last adopted October 20, 2009 (with amendments approved October 17, 2017). At that time, a 10-Year Water Supply Facilities Work Plan was adopted to coordinate with South Florida Water Management District's (SFWMD) Lower East Coast (LEC) Water Supply Plan. Work Plans are required to be updated every five (5) years to coordinate with 5-year updates to the LEC. The purpose of this report is to update the City's 10-Year Water Supply Facilities Work Plan in order to keep the City current with overall planning strategies and projection data. SFWMD updated the LEC Water Supply Plan, which was adopted by the SFWMD governing board in November 2018. The City has 18 months from the date of adoption of the LEC, or by May 2020, to revise their Comprehensive Plan to incorporate the updated 10-Year Water Supply Facilities Work Plan. However, due to various COVID-19 delays, the City is submitting this update now. Work Plan details are included in Exhibit A, and recommended Comprehensive Plan updates are included in Exhibit B.

The Historic Resources Preservation Board at its regularly scheduled meeting on June 10, 2020 reviewed the amendments to the Comprehensive Plan and voted to recommend approval to the City Commission.

On June 17, 2020 the Planning & Zoning Board at its regularly scheduled meeting discussed the amendment to the Comprehensive Plan and voted to recommend approval to the City Commission.

**MOTION:**

Move to approve/disapprove Ordinance No. 2020-09 on first reading to amend the Comprehensive Plan to include an updated water supply plan and transmit the plan to the State of Florida for review.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

P&ZB Staff Report

2020 10-Year Water Supply Facilities Plan

Comp Plan Amendment

Ordinance No. 2020-09



**MEMORANDUM DATE:** June 3, 2020

**AGENDA DATE:** June 10, 2020 and June 17, 2020

**TO:** Chair and Members of the Historic Resources Preservation Board and Planning and Zoning Board

**RE:** **10-Year Water Supply Facilities Work Plan**

**FROM:** Brian Shields, Water Utilities Director  
Julie Parham, Assistant Water Utilities Director

**TITLE:** **PZB/HRPB 20-00400002:** Consideration to recommend to the City Commission to transmit to the State of the Florida the City's 2020 10-Year Water Supply Facilities Work Plan for review including the adoption of related amendments to the Comprehensive Plan.

**BACKGROUND:**

The City of Lake Worth Beach's Comprehensive Plan was last adopted October 20, 2009, with an amendment approved October 19, 2017. At that time, a 10-Year Water Supply Facilities Work Plan ("Water Supply Plan") was adopted to coordinate with South Florida Water Management District's (SFWMD) Lower East Coast (LEC) Water Supply Plan. The City's Water Supply Plan is required to be updated every five (5) years to coordinate with 5-year updates to the LEC.

Section 373.709, Florida Statutes, Section 163.3177(6)(c)3, Florida Statutes, further requires that the Water Supply Plan be updated within 18 months after a water management district's governing board approves an updated regional water supply plan to reflect applicable changes.

The SFWMD governing board adopted updates to the LEC Water Supply Plan in November 2018. Pursuant to the aforementioned statute, the City has to revise the overall planning strategies and projection data of its Comprehensive Plan by May 2020.

The attached 2020 10-Year Water Supply Facilities Work Plan is presented at this time in order meet this requirement. The amendments associated with the Goals, Objectives and Policies recommended for adoption in the City's Comprehensive Plan are provided in attachment B of this report.

The decision of the Boards will be a recommendation to the City Commission, which will subsequently make the final decision to transmit the 2020 10-Year Water Supply Facilities Work Plan to the State of Florida for review including the adoption of related amendments to the Comprehensive Plan.

**POTENTIAL MOTION:**

I MOVE TO **RECOMMEND/NOT RECOMMEND** PZB/HRPB PR No. **20-00400002** to the City Commission to transmit to the State of the Florida the 2020 10-Year Water Supply Facilities Work Plan for review including the adoption of related amendments to the Comprehensive Plan..

**ATTACHMENTS:**

- A. 2020 10-Year Water Supply Facilities Work Plan
- B. Comprehensive Plan Amendment – Goals, Objectives and Policies
- C. Ordinance 2020-09



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**CITY OF LAKE WORTH BEACH, FLORIDA**



**CITY OF LAKE WORTH BEACH  
2020 10-YEAR WATER SUPPLY  
FACILITIES WORK PLAN**

*prepared by*

**MOCK • ROOS**

CONSULTING ENGINEERS

Engineer's Project No. B9019.00

# 2020 10-Year Water Supply Facilities Work Plan

## Table of Contents

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	<u>Page</u>
<b>Section 1</b>	<b>Introduction</b>
1.1	Project Background.....1-1
1.2	Project Purpose and Scope.....1-1
<b>Section 2</b>	<b>Overview of Lake Worth Beach’s Existing Water Supply System</b>
2.1	Service Area.....2-1
2.2	SFWMD Water Use Permit.....2-1
2.3	Raw Water Sources .....2-3
2.4	Water Treatment Facilities .....2-9
2.5	Water Storage Facilities.....2-10
2.6	Water Distribution System and Interconnects with Other Municipalities.....2-10
2.7	Domestic Self-Supply Systems .....2-11
2.8	Conservation Program .....2-13
2.9	Reuse.....2-14
2.10	Regional Water Supply Issues .....2-14
<b>Section 3</b>	<b>Potable Water Needs Assessment</b>
3.1	Population Projections .....3-1
3.2	Historical Potable Water Demands and Levels of Service.....3-5
3.3	Water Demand Projections and Capacity Evaluation.....3-6
<b>Section 4</b>	<b>Capital Improvements Program</b>
4.1	Capital Improvements Program (CIP) Summary.....4-1
<b>Section 5</b>	<b>Comprehensive Plan Goals, Objectives and Policies (GOP)</b>
5.1	Comprehensive Plan GOP .....5-1

# Table of Contents (Cont.)

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## Page

### Appendices

- Appendix A – City of Lake Worth Beach Bulk Water Service Contract
- Appendix B – City of Lake Worth Beach Historical Water Flows

### List of Tables

Table 2.1	Lake Worth Beach WUP Raw Water Withdrawal Limitations .....	2-1
Table 2.2	Lake Worth Beach Raw Water Wellfield .....	2-4
Table 2.3	Lake Worth Beach Potable Water Interconnects .....	2-11
Table 3.1	Lake Worth Beach Water Service Area Population Projections through 2040 .....	3-3
Table 3.2	Lake Worth Beach Potable Water Levels of Service .....	3-6
Table 3.3	Lake Worth Beach Water Demand Projections.....	3-7
Table 4.1	Lake Worth Beach Water System Capital Improvement Program .....	4-2

### List of Figures

Figure 2-1	Lake Worth Beach Water Supply Service Area.....	2-2
Figure 2-2	Lake Worth Beach Surficial Aquifer Wellfield .....	2-5
Figure 2-3	Monitoring Well Chloride Data 1-Year Rolling Average .....	2-6
Figure 2-4	Lake Worth Beach Floridan Aquifer Wellfield .....	2-8
Figure 2-5	Floridan Aquifer Wells 3-Month Average Chloride Concentrations .....	2-9
Figure 2-6	Lake Worth Beach Water Distribution System .....	2-12
Figure 3-1	Lake Worth Beach Service Area and TAZ Map .....	3-2
Figure 3-2	Lake Worth Beach Historical Water Flows .....	3-6

# SECTION 1



## Introduction

# Section 1

## Introduction

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### 1.1 Project Background

Adopted by the 1985 Florida Legislature, the “*Local Government Comprehensive Planning and Land Development Regulation Act*” (reference Chapter 163, Part II, F.S., also known as Florida's “*Growth Management Act*”) requires all of Florida's 67 counties and 410 municipalities to adopt Local Government Comprehensive Plans that guide future growth and development. Comprehensive plans contain chapters or “elements” that address future land use, housing, transportation, infrastructure, coastal management, conservation, recreation and open space, intergovernmental coordination, and capital improvements. The City of Lake Worth Beach’s Comprehensive Plan was last adopted April 2018 (with amendments approved April 2019).

Water Supply Facilities Work Plans are required to be developed by Local Governments in order to identify specific water supply planning needs. The Work Plans are subsequently coordinated with the Local Government’s Comprehensive Plan amendments, and these work plans are required to be updated every five (5) years to coordinate with 5-year updates to the South Florida Water Management District’s (SFWMD) Lower East Coast (LEC) Water Supply Plan.

### 1.2 Project Purpose and Scope

The purpose of this report is to serve as the City’s 10-Year Water Supply Facilities Work Plan in order to keep the City current with overall planning strategies and projection data. The City’s Work Plan will be used to coordinate with SFWMD and their recent update to the LEC Water Supply Plan which was adopted by the SFWMD governing board on November 2018. The City has 18 months from the date of adoption of the LEC, or by May 2020, to revise their Comprehensive Plan to incorporate the 10-Year Water Supply Facilities Work Plan. Work Plan details are included in Sections 2 through 4 of this report and recommended Comprehensive Plan updates are included in Section 5.

## SECTION 2



# Overview of Lake Worth's Existing Water Supply System

## Section 2

# Existing Water Supply System

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### 2.1 Service Area

The City of Lake Worth Beach is a coastal community located in central Palm Beach County, Florida. The City's water service area includes approximately 10 square miles of residential and commercial property, and serves a population of approximately 38,261 within the City, and a population of approximately 11,118 outside of the municipal boundaries for a total population of approximately 49,379 (2018 basis).. There are approximately 20,621 ERUs in the City's service area, and the City current serves approximately 13,965 water accounts. The water service area includes areas in unincorporated Palm Beach County, and one (1) large/bulk water area which serve Lake Clarke Shores/Hypoluxo Village (bulk water sales agreement) (refer to Appendix A for a copy of the bulk water agreement). The City's water service area is shown in **Figure 2-1**.

### 2.2 SFWMD Water Use Permit

The City's existing Water Use Permit No. 50-00234-W was issued by the South Florida Water Management District (SFWMD) on October 29, 2012 and has a 20-year permit duration (through October 29, 2032). A letter modification was issued December 15, 2016 with the same expiration date. The current permit provides for an annual allocation of 4,106 million gallons per year (MGY) (which equates to an equivalent annual average daily flow of 11.25 MGD) and a maximum monthly allocation of 356.5 million gallons. The City's raw water sources are the Surficial Aquifer System and the Floridan Aquifer System.

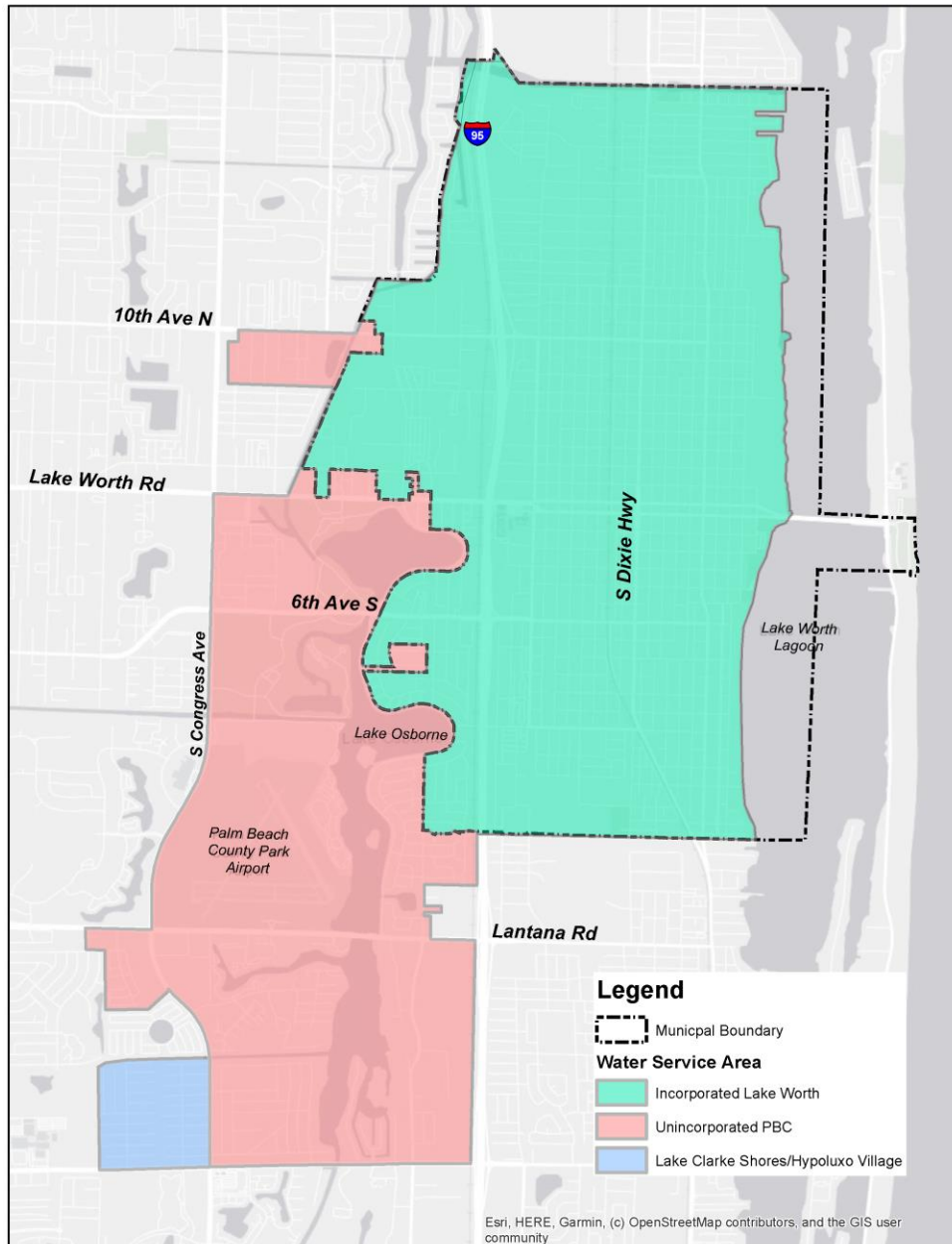
The following withdrawal limitations from specified sources are stipulated:

**Table 2.1**  
**Lake Worth Beach WUP Raw Water Withdrawal Limitations**

<b>Criteria</b>	<b>Surficial Aquifer System</b>	<b>Floridan Aquifer System</b>
Annual Withdrawal, MG (equiv. MGD)	1,916 (5.25)	2,190 (6.0)
Maximum Monthly Withdrawal, MG (equiv. MGD)	180 (5.92)	206 (6.77)
Monthly Average Dry Season (Dec. thru May), MG (equiv. MGD)	152 (5.0)	n/a
Monthly Average Wet Season (Jun. thru Nov.), MG (equiv. MGD)	168 (5.5)	n/a
SAS Wells 1-15, Monthly Average Dry Season (Dec. thru May), MG (equiv. MGD)	101 (3.3)	n/a
SAS Wells 1-15 Monthly Average Wet Season (Jun. thru Nov.), MG (equiv. MGD)	112 (3.68)	n/a

*Source: SFWMD WUP No. 50-00234-W issued October 29, 2012.*

Figure 2-1  
Lake Worth Beach Water Supply Service Area





## 2.3 Raw Water Sources

The Surficial Aquifer and the Floridan Aquifer are the sources that are utilized by the City of Lake Worth Beach for its raw water supply. The wells consist of casings that are 12-inch to 16-inch in diameter. The raw water is withdrawn by either submersible turbine pumps (Surficial) or surface mounted horizontal split case pumps (Floridan) that discharge through a raw water collection and transmission system.

Well descriptions and details are included in **Table 2.2**.

The total wellfield capacity is approximately 22 MGD but is limited to average annual and maximum monthly withdrawal per the SFWMD water use permit described above in **Section 2.2**.

### 2.3.1 Surficial Aquifer Source

There are fourteen (14) Surficial Aquifer wells as shown in **Figure 2-2**. Ten (10) wells are active, and two (2) wells are proposed. The Surficial Aquifer wells provide raw water to be treated at the City's Lime Softening Water Treatment Plant.

The Surficial Aquifer source is a renewable water resource, but must be managed to maintain the salt water interface at a significant distance from the wellfield. The Water Use Permit discussed previously recognized that a higher allocation was appropriate during the rainy season when Surficial Aquifer water resources were more plentiful. In addition, capturing some of the rainy season rainfall can benefit aquifer recharge. The City has implemented multiple approaches to achieve this goal including:

- Installing infiltration trench storm drains on many roadway projects,
- Installing or enlarging dry detention areas for City projects,
- Working with developers to provide dry detention for stormwater, and
- Working with other agencies to provide dry detention for stormwater.

The implementation of these strategies had resulted in increases in the seasonal ground water elevations to the benefit of the Surficial Aquifer.

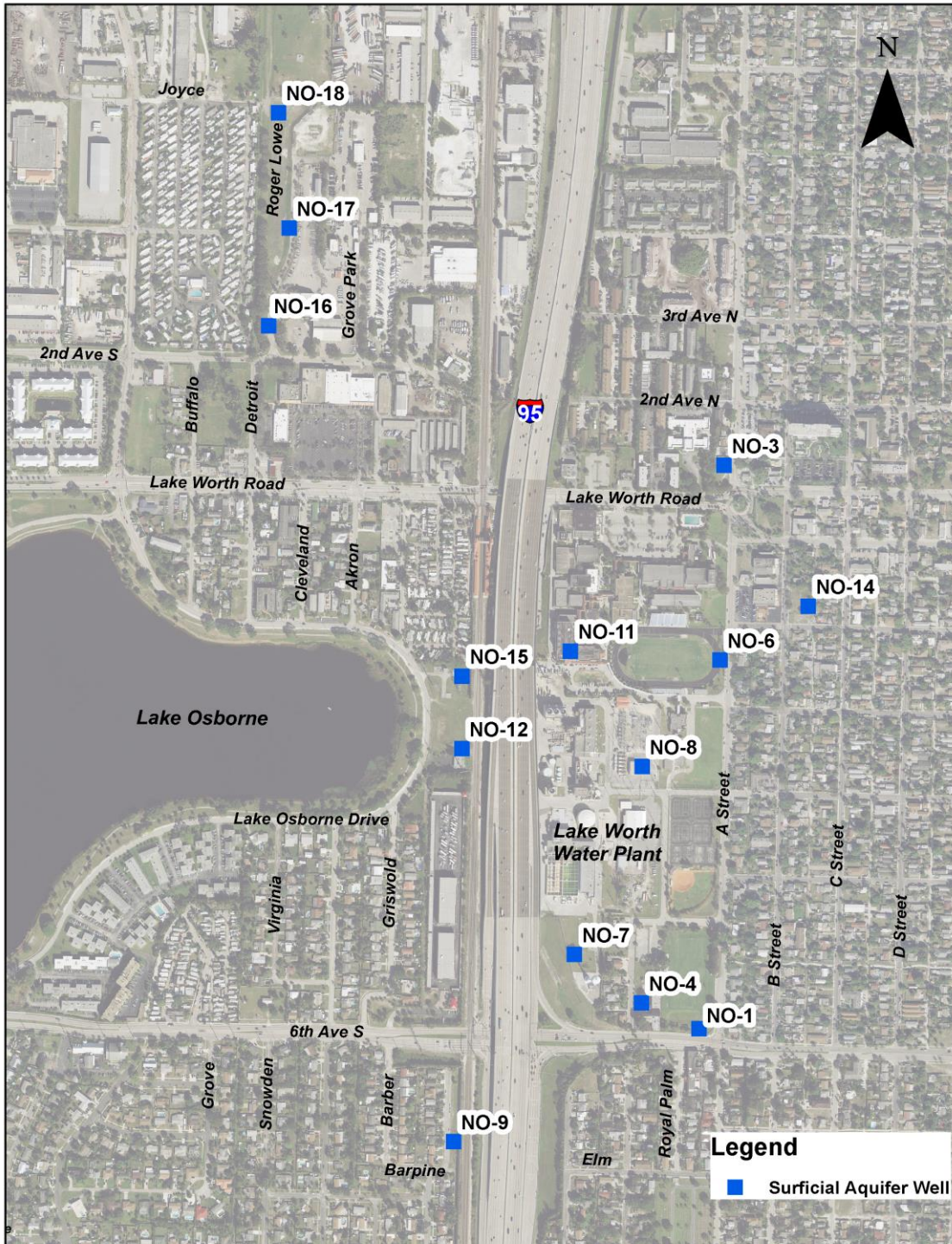
#### 2.3.1.1 Salt Water Interference

The City monitors the salt water interface through a series of eight monitoring wells located along the length of 5th Avenue South as well as other strategically located monitoring wells. **Figure 2-3** is a plot of the chloride levels from 2007 to 2020 for monitoring wells LW-2 and LW-4. Monitoring Well LW-2 is located at Palmway and 5th Avenue South and is located vertically near the face of the salt water wedge. Monitoring Well LW-4 is located at 'M' Street and 5th Avenue South and is located vertically near the bottom of the fresh water interface with the salt water zone. A one-year rolling average is utilized to smooth out the data points.

Table 2.2  
Lake Worth Beach Raw Water Wellfield

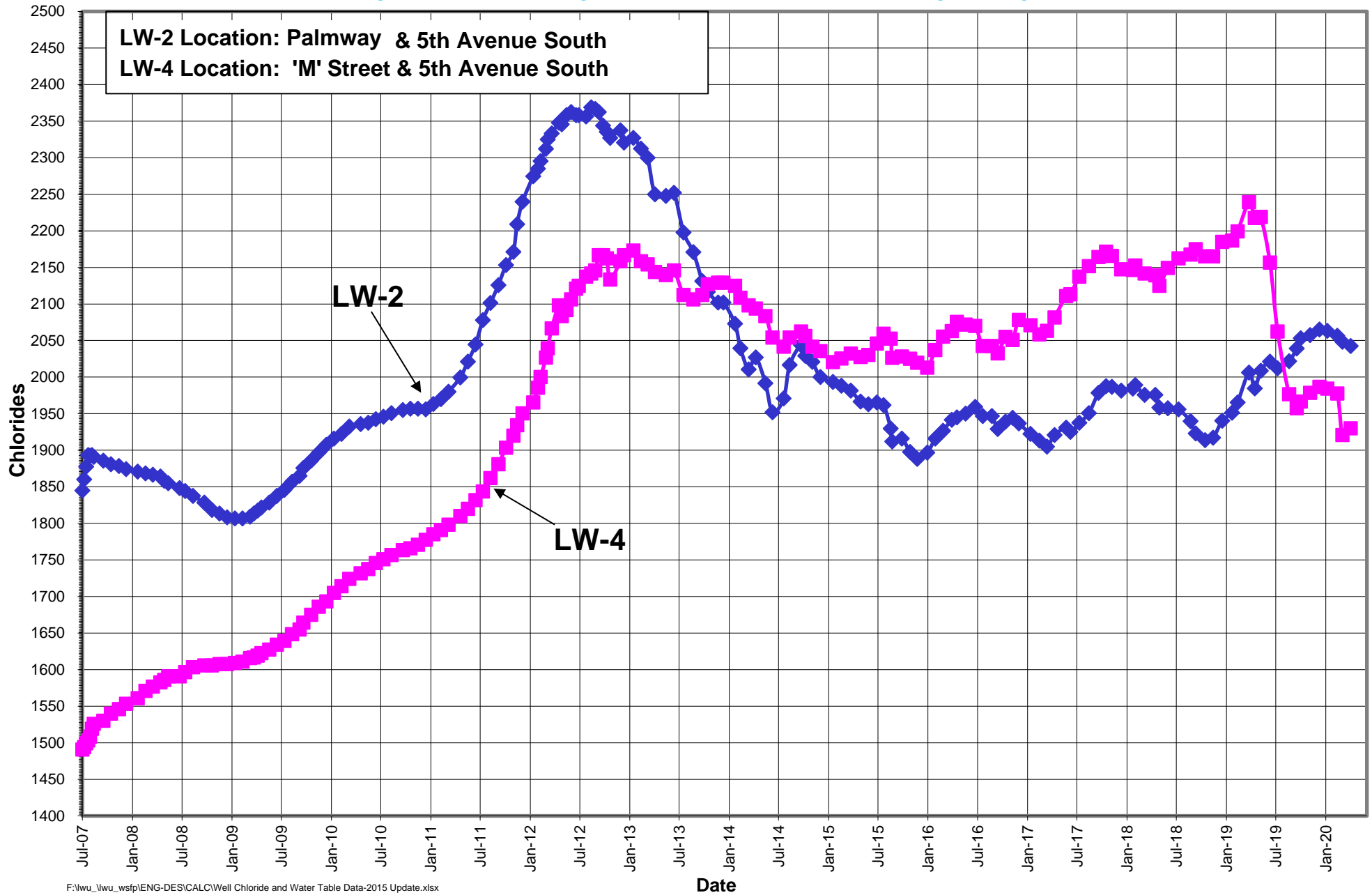
Well No.	Status	Diameter (in.)	Depth (feet)	Year Installed	Initial Capacity (gpm)
<b>Surficial Aquifer Wells</b>					
LW-1	Active Primary	12	250	1980	1000
LW-3	Active Standby	14	250	2000	800
LW-4	Active	12	110	1944	750
LW-6	Active Primary	14	175	1988	800
LW-7	Active Primary	14	150	1986	1000
LW-8	Active Primary	14	138	1987	700
LW-9R	Active Primary	12	258	2005	800
LW-11	Active Primary	14	102	1952	750
LW-12	Active Standby	14	160	2003	800
LW-14	Active	12	250	1974	800
LW-15R	Active Primary	14	280	2010	800
LW-16	Active Primary	16	284	2014	800
LW-17	Proposed Primary	16	TBD	TBD	800
LW-18	Proposed Primary	16	TBD	TBD	800
		<b>Total Active + Proposed Capacity, gpm (MGD):</b>			<b>11,200 (16)</b>
		<b>Total Active + Proposed Firm Capacity, gpm (MGD):</b>			<b>10,200 (14.7)</b>
<b>Floridan Aquifer Wells</b>					
F-1	Active	16	1520	2004	1500
F-2	Active	16	1484	2005	1500
F-3	Active	16	1490	2006	1500
F-4	Proposed (2020)	16	1550	TBD	1500
F-5	Proposed	16	1550	TBD	1500
F-6	Proposed	16	1550	TBD	1500
F-7	Proposed	16	1550	TBD	1500
F-8	Proposed	16	1550	TBD	1500
F-9	Proposed	16	1550	TBD	1500
F-10	Proposed	16	1550	TBD	1500
		<b>Total Active Capacity, gpm (MGD):</b>			<b>4,500 (6.48)</b>
		<b>Total Active Firm Capacity, gpm (MGD):</b>			<b>3,000 (4.32)</b>
		<b>Total Active &amp; Proposed Capacity, gpm (MGD):</b>			<b>15,000 (21.6)</b>
		<b>Total Active &amp; Proposed Firm Capacity, gpm (MGD):</b>			<b>13,500 (19.4)</b>

Figure 2-2  
Lake Worth Beach Surficial Aquifer Wellfield



Source: SFWMD WUP No. 50-00234-W issued October 29, 2012. Wells LW-2, LW-5, LW-10 and LW-13 have been abandoned.

Figure 2-3: Monitoring Well Chloride Data -Year Rolling Average



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After the RO plant started operation and demands on the surficial aquifer were reduced, the chloride concentration in both of these monitoring wells trended down. Initially Monitoring Well LW-2 trended down more sharply indicating that the salt water wedge was retreating oceanward. Since 2014 the chloride concentration in this well has been contained in a small range indicating that it is relatively stable. Monitoring Well LW-4 trended lower more slowly until 2016 and then began a gradual rise. In 2019 the well experienced a sharp drop in chlorides continuing to date. This drop in chlorides indicates that the surficial aquifer water table elevation likely increased exerting more pressure to depress the salt water interface. Overall the salt water interface has been retreating since 2012. This is a very positive indication that the City is managing its surficial aquifer withdrawals in a responsible manner.

### 2.3.2 Floridan Aquifer Source

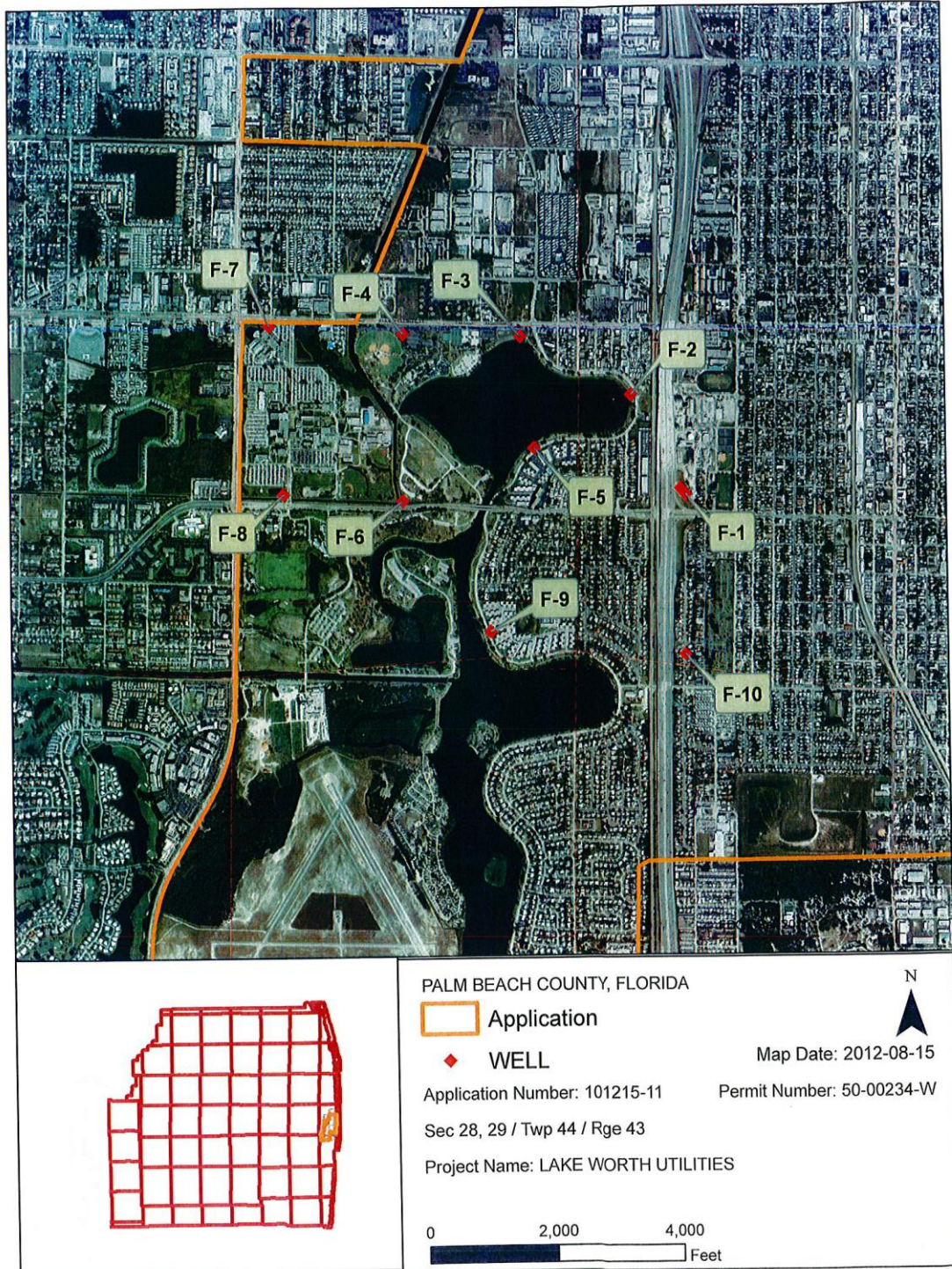
There are three (3) existing and seven (7) proposed Floridan Aquifer wells as shown in **Figure 2-4**. The Floridan Aquifer wells provide brackish raw water to be treated at the City's Reverse Osmosis (RO) Water Treatment Plant.

The Floridan Aquifer wells were first placed in operation in 2011. Therefore, they have been in operation for approximately nine years. In the operation of a Floridan Aquifer wellfield, it is critically important to rotate operation and rest the wells. While some increase in chloride concentration is anticipated over the life of the well, over pumping the wells can cause undesirable increases in the chloride concentration.

**Figure 2-5** shows a plot of the three-month rolling average of the chloride concentration for all three wells starting in 2011. The average starting chloride concentration was 2,025 mg/l while the current average concentration is 2,106 mg/l. This represents a very minor 4-percent increase over the first nine years of wellfield operation. This minor increase in chlorides is proof that the City is doing an excellent job operating the Floridan Aquifer wellfield in an appropriate manor of resting and rotating the wells. Figure 2-4 even demonstrates that Well F-3 had maintained a lower chloride concentration for the last four years than when it initially started production.

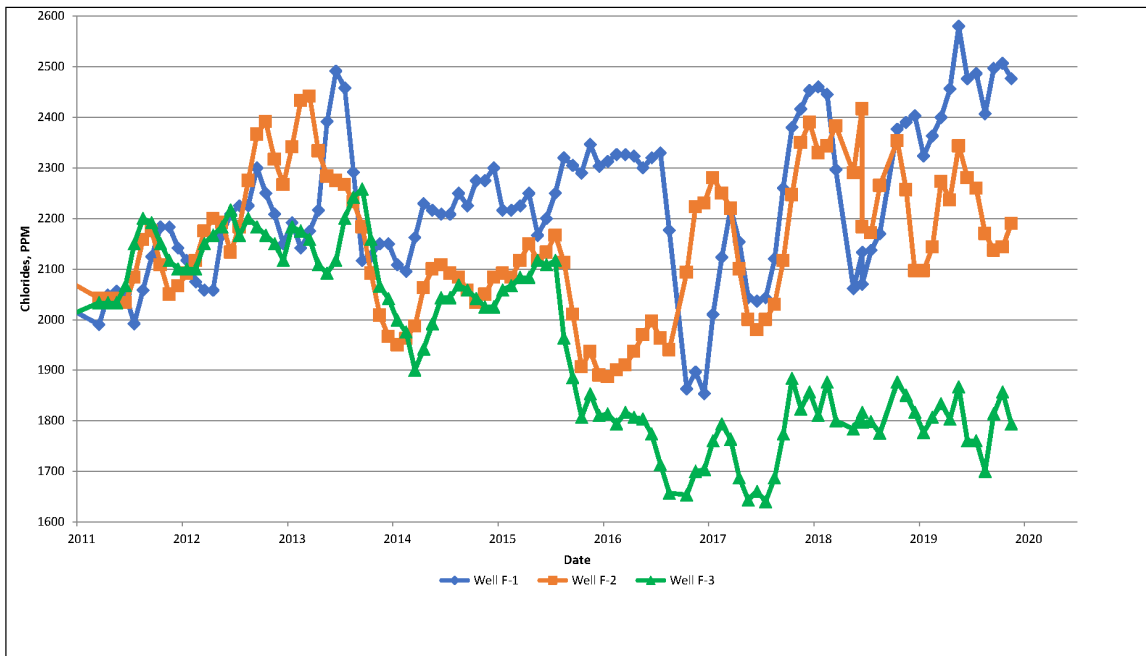
For reference the RO plant was designed to treat an average raw water chloride concentration of 3,000 mg/l as a minimum. The variable speed membrane feed pumps adjust their speed and pressure to accommodate an increasing chloride concentration. Based on other Floridan Aquifer well data in the County, the Floridan waters in some wells can increase to 4,000 mg/l chloride while other wells remain at a much lower concentration. Thus, an average blended concentration of 3,000 mg/l chlorides was utilized in the RO WTP Design Assumptions. Based on the current chloride concentrations noted above, the City's Floridan Aquifer wells are substantially below these typical levels and appear that they will remain so for the foreseeable future.

Figure 2-4  
Lake Worth Beach Floridan Aquifer Wellfield



Source: SFWMD WUP No. 50-00234-W issued October 29, 2012.

Figure 2-5  
Floridan Aquifer Wells  
3-Month Rolling Average Chloride Concentration



## 2.4 Water Treatment Facilities

The City owns and operates the City of Lake Worth Beach Water Treatment Plant (WTP) which provides potable water to the City's water service area. The plant includes two (2) treatment processes: a lime softening treatment plant which utilizes raw water from the Surficial Aquifer, and a Reverse Osmosis (RO) treatment plant which utilizes raw water from the Floridan Aquifer.

The lime softening WTP provides 12.9 MGD capacity, and includes lime softening, filtration, chemical addition and disinfection treatment processes. The lime softening facility consists of a rapid-mix chamber, two (2) horizontal flocculation and sedimentation basins (settling basins), and six (6) multimedia gravity filters. Each gravity filter has a capacity of 3.0 MGD, but is operated at a capacity of 2.5 MGD, yielding a total capacity of 15 MGD. Consequently, the overall capacity of the water treatment facilities is limited only by the 12.9 MGD capacity of the lime softening unit process.

The RO WTP was constructed in 2011 and provides 4.5 MGD total capacity, with three (3) membrane trains each rated at 1.5 MGD. The RO WTP is designed to be expanded in the future for a total capacity of 9.0 MGD, with six (6) membrane trains at 1.5 MGD each. Each membrane train is expandable by 15% capacity by the addition of 6 pressure vessels on the top row of the membrane train frame.

The RO WTP includes cartridge filtration, membrane feed pumps, chemical addition (acid, scale inhibitor and caustic), degasification/odor control, and disinfection treatment processes. RO concentrate is disposed through a deep injection well. The RO WTP is designed for a recovery rate of 75%.

A raw water bypass blend line and pipeline connection has been provided to allow 5 to 10 percent of the Floridan raw feed water to be blended with the permeate water stream. The purpose of this blend water stream is to add Hardness back to the permeate water flow.

The finished water from the two treatment processes is blended together prior to distribution.

## 2.5 Water Storage Facilities

The City's water storage facilities include a 1.8 MG clearwell (used for disinfection contact time), a 1.0 MG clearwell, a 1.5 MG ground storage tank and a 0.3 MG elevated storage tank at the water treatment facility. Total water storage volume at the water treatment plant site (not including the 1.8 MG clearwell) is 2.8 MG.

The City's water storage facilities also include several off-site facilities, including a 0.3 MG elevated storage tank at 22<sup>nd</sup> Avenue N and N "D" Street, a 0.5 MG ground storage tank at the South Booster Station, and a 0.5 MG ground storage tank at the North Booster Station. Total water storage volume at the offsite facilities is 1.3 MG.

The water storage facilities are shown on **Figure 2-6**. The City's total water storage volume for the plant and for the offsite facilities combined is 5.9 MG and provides sufficient capacity to meet peak hourly and fire flow demands, and to provide adequate contact time for disinfection prior to distribution.

## 2.6 Water Distribution System and Interconnects with Other Municipalities

The water distribution system consists of a piping network made up of transmission mains sized 12-inch to 36-inch in diameter, and distribution mains sized 2-inch to 10-inch in diameter. The majority of the distribution piping is 6-inch diameter and smaller. Most of the 2-inch lines are galvanized steel. The 4-inch through 36-inch lines are a combination of cast iron, PVC and ductile iron.

The water distribution system is supplied by five (5) high service water distribution pumps. Two (2) of the pumps (#1 and #2) are rated for 5,000 gpm (300 Hp), one (1) pump (#5) is rated for 3,900 gpm (250 Hp) and two (2) of the pumps (#3 and #4) are rated for 2,500 gpm (150 Hp) at a design system operating pressure of 72 psi. This provides a total pumping capacity of 18,900 gpm, and a total firm pumping capacity of 13,900 gpm with the largest unit as stand by.

The water distribution system includes two (2) booster pumping stations: the North Booster Station and the South Booster Station. The North Booster Station includes two (2) 1,500 gpm pumps, and the South Booster Station has two (2) 1,125 gpm pumps, for a total pumping capacity of 5,250 gpm, and a total firm pumping capacity of 2,625 gpm.



Five (5) interconnects exist between the City of Lake Worth Beach and neighboring water suppliers, which are listed in **Table 2.3** as follows:

**Table 2.3**  
**Lake Worth Beach Potable Water Interconnects**

Interconnecting Municipality	Type	Interconnect Location	Interconnect Size
Palm Beach County	Emergency	6 <sup>th</sup> Avenue South and Congress Avenue	10-inch
Palm Beach County	Emergency	Lake Worth Road and Congress Avenue	8-inch
West Palm Beach	Emergency	West Palm Beach Canal / C-51 and Gregory Road	16-inch
Lantana	Emergency	Ridge Road	6-inch
Lantana	Emergency	Dixie Highway	6-inch

These interconnects can be used to maintain water supply within the City during emergency conditions, or to provide emergency water to the neighboring utility from the City of Lake Worth Beach. Currently, one of the interconnects with the Town of Lantana (on Dixie Highway) is disconnected.

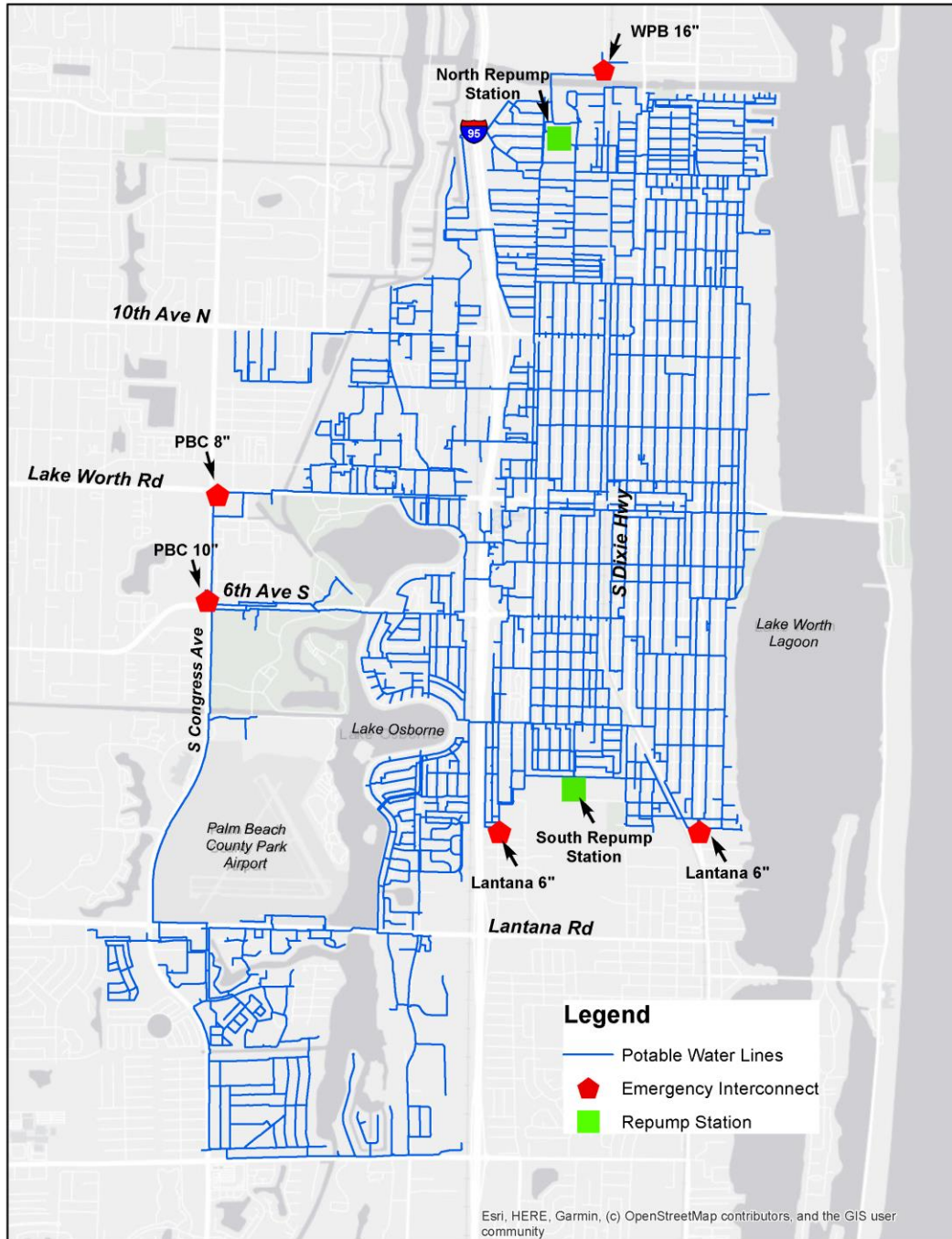
The City’s water distribution system and interconnects are shown in **Figure 2-6**.

## 2.7 Domestic Self-Supply Systems

Domestic self-supply systems are private water wells used by customers for their own domestic water supply source. These private systems are regulated by the Palm Beach County Environmental Control Rule II (ECR II), which is implemented and enforced through the Palm Beach County Health Department. The ECR II requires private water systems to connect to an approved community water system if there is an available water main within 100 feet in a public right-of-way (ROW) or easement abutting the property on which the building(s) are located.

There are a few, isolated individual homes within the City of Lake Worth Beach’s service area that use private wells for water supply. Currently, the City does not require connection to the City’s water system but encourages connection on a voluntary basis. Due to the few numbers of these private systems, connection of these systems will not affect or impact the City’s projected water supply needs.

Figure 2-6  
Lake Worth Beach Water Distribution System



## 2.8 Conservation Program

The City of Lake Worth Beach Implemented a Water Conservation Program which includes the following:

### ◆ Irrigation Ordinance

The City of Lake Worth Beach Implemented year-round landscape irrigation conservation measures in times of water shortage. The City adopted Florida Administration Code 40E which describes water use restriction during different levels of water shortage. During times of water shortage, the City allows irrigation for three days per week. Irrigation during these times are prohibited during the hours from 10:00 am to 4:00pm.

The City allows year-round watering seven (7) days a week if the home owner uses low volume irrigation, micro-irrigation, low-volume hand watering methods, and rain barrels, cisterns, or other similar rain-harvesting devices.

The City is currently reviewing their irrigation ordinance and comparing it with the model ordinances in the SFWMD Local Government Model Ordinances and Codes webpage. The goal is to update their irrigation ordinance with the appropriate new provisions.

### ◆ Landscape Regulations

The City's Ordinance Section 23.6 "Landscaping Regulations" focuses on the conservation of potable and non-potable water by setting landscape design standards to promote planting of native species, using shade trees, limiting lawn grass, and designing yard to retain storm runoff.

### ◆ Public Education Programs

The City promotes water conservation through handouts which are distributed at Board Meeting, Commission Meetings, Public Meetings, and with Utility bills. The handouts contain AWWA and SFWMD information which educates the public on the benefits of conserving water, water conservation tips and how to check and replace leaky faucets, shower heads, toilets and irrigation systems. The City also supports the "Florida-Friendly Landscaping" Program.

### ◆ Ultra-Low Volume Plumbing Fixture Ordinance

The City previously adopted the Standard Plumbing Code (1997 ed.) that requires the use of ultra-low volume plumbing fixtures.

### ◆ Water Conservation Rate Structure

The City previously adopted a Water Conservation Rate Structure. The rate structure establishes block rates based on volume of water usage, with increasing rates at higher usage.

◆ **Leak Detection Program**

The City has taken a number of steps to reduce unaccounted-for water losses. A meter replacement program has been in place to improve metered flow accuracy to large users. The City is currently replacing 2-inch galvanized water mains that are 50 years plus old with a 6-year phased program that began in 2015. This program is showing benefits since the 2019 unaccounted for water has been reduced to 6.24%.

◆ **Rain Sensor Device Ordinance**

The City has adopted a Rain Sensor Device Ordinance. The Ordinance will require that customers install rain sensors on new irrigation systems. The sensors detect when it is raining and automatically turn the irrigation system off.

◆ **Automatic Meter Infrastructure**

The City has implemented an Automatic Meter Infrastructure (AMI) and is accumulating data for future analysis.

## 2.9 Reuse

The City of Lake Worth Beach's wastewater treatment is provided by the East Central Regional Water Reclamation Facility (ECRWRF) located in West Palm Beach, Florida. The City's wastewater is conveyed to the ECRWRF through Lake Worth Beach's and Palm Beach County's wastewater collection and transmission systems. The ECRWRF is approximately 10-miles northwest of Lake Worth Beach. The ECRWRF has implemented a reuse water program that primarily provides reuse water to FPL under separate contract with PBC. There are no facilities in the vicinity of Lake Worth Beach that provide reuse water from the ERCWRF. Currently, reuse water is not an alternative water supply that is available to the City of Lake Worth Beach from the ERCWRF or any other water reclamation facility.

## 2.10 Regional Water Supply Issues

The City of Lake Worth Beach shares common goals with the Lower East Coast (LEC) Region, such as decreasing the regions dependency on the Surficial Aquifer, lowering per capita water use, increasing conservation and continuing reclaimed water efforts.

The City constructed a Reverse Osmosis (RO) Treatment Process at their Water Treatment Plant to take in brackish water from the Floridan Aquifer. Currently the RO Treatment Process consists of three treatment trains rated at 1.5 MGD each for a total of 4.5 MGD. The RO Treatment Process is designed to be expandable to over 9.0 MGD. Treating water from the Floridan Aquifer reduces the regional dependency on the Surficial Aquifer. Currently, the City has three (3) Floridan Aquifer wells and plans to add an additional seven (7) Floridan wells to increase withdrawal from the Floridan Aquifer and decrease withdrawal from the Surficial Aquifer.

The City has implemented an extensive CIP and R&R program which included \$32 million dollars' worth of water system improvements between 2014 and 2020. Projects included water main replacement, Water Treatment Plant maintenance, high service pump maintenance, well replacement, and storage tank rehabilitation. These projects increased overall water system efficiency and reduced water loss from the City's water main system.

In order to continually achieve lower per capita water use, the City created a strong conservation program which includes strict irrigation hours, ultra-low volume plumbing fixtures, block rate structure (to decrease demand), leak detection programs, rain sensor devices with automatic irrigation shut-off, and a public education program.

The East Central Regional Water Reclamation Facility (ECRWF) treats wastewater from the City of Lake Worth Beach, the City of West Palm Beach, Palm Beach County and the Town of Palm Beach. A portion of the ECRWF's wastewater is converted to reclaimed water which is used by Florida Power and Light for cooling water for their power plant located on SR 80. Lake Worth Beach participates in this regional group to promote the use of reclaimed water as an alternative water supply source.

## SECTION 3



# Potable Water Needs Assessment

## Section 3

# Potable Water Needs Assessment

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### 3.1 Population Projections

Each year, the Bureau of Economic and Business Research (BEBR) at the University of Florida prepares the official population projections, in five-year intervals, for each Florida County. Since BEBR issues only a single countywide figure for each county, the Planning Division of the Palm Beach County (PBC) Planning Department annually allocates these figures to smaller geographies for localized planning efforts.

PBC prepares the Population Allocation Model every other year as a tool for long-range service delivery planning in Palm Beach County. Ch. 163.3177(1)(f)3, F.S., requires that each comprehensive plan be based upon population projections published by the Office of Economic and Demographic Research (OEDR) or generated by the local government based upon professionally acceptable methodology. The OEDR publishes the projections prepared by BEBR. PBC utilizes the OEDR/BEBR medium range projections for the County's Population Allocation Model.

The population projections developed for the City of Lake Worth Beach are based on the PBC Planning Departments' 2019 Population Allocation Model. The projected population for the City of Lake Worth Beach water service area was estimated by overlaying a map of Lake Worth Beach's service area onto PBC's GIS base map containing population segregated into Traffic Analysis Zones (TAZ) (refer to **Figure 3-1**). Population projections for the City were developed by assessing a percentage of service area located within each TAZ and summing the population projections of the individual TAZs within the overall service area. A summary of the final population projections is included in **Table 3.1**.

Figure 3-1  
Lake Worth Beach Water Service Area and TAZ Map

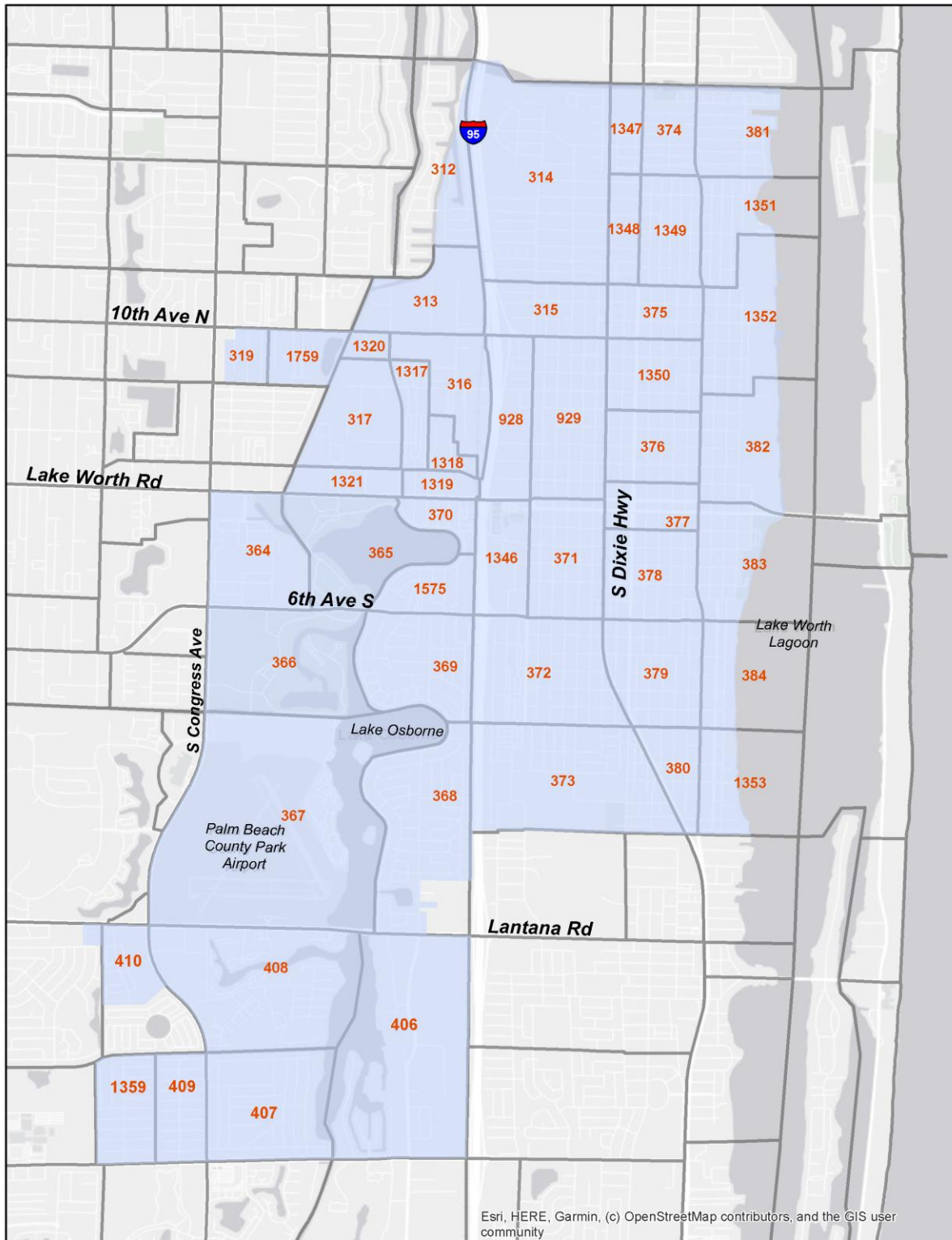




Table 3-1  
Lake Worth Beach Water Service Area  
Population Projections through 2040

TAZ	% of TAZ Population in	2018	2020	2025	2030	2035	2040	Percent Growth 2018-2040
<b>Incorporated Lake Worth Beach</b>								
312	30%	262	266	266	269	271	279	6%
313	100%	181	194	194	194	316	370	104%
314	100%	2,809	2,904	3,286	3,584	3,694	3,760	34%
315	100%	946	946	948	948	956	977	3%
316	100%	5	5	5	5	255	262	5140%
317	100%	499	697	1,091	1,326	1,361	1,384	177%
368	30%	582	592	598	623	636	647	11%
369	95%	1,276	1,307	1,379	1,401	1,417	1,443	13%
370	90%	532	544	550	584	620	639	20%
371	100%	2,705	2,718	2,743	2,832	2,860	2,910	8%
372	100%	3,475	3,544	3,599	3,621	3,644	3,719	7%
373	100%	2,532	2,587	2,644	2,734	2,760	2,811	11%
374	100%	605	615	624	637	645	659	9%
375	100%	741	741	750	783	794	809	9%
376	100%	1,331	1,360	1,420	1,499	1,700	1,758	32%
377	100%	400	401	406	445	535	649	62%
378	100%	1,734	1,774	1,797	1,813	1,832	1,872	8%
379	100%	2,314	2,365	2,419	2,500	2,525	2,570	11%
380	100%	727	740	741	741	745	761	5%
381	100%	629	644	652	668	676	690	10%
382	100%	740	752	762	803	815	831	12%
383	100%	1,112	1,137	1,152	1,160	1,172	1,194	7%
384	100%	265	277	308	326	330	338	28%
928	100%	1,268	1,272	1,677	2,036	2,087	2,126	68%
929	100%	3,571	3,588	3,634	3,738	3,764	3,830	7%
1317	100%	440	444	449	459	465	475	8%
1318	100%	0	0	0	0	0	0	0%
1319	80%	10	10	10	10	10	10	8%
1320	100%	0	0	0	0	0	0	0%
1321	30%	359	362	363	368	374	383	7%
1346	100%	40	42	46	47	47	49	23%
1347	100%	341	347	351	358	362	370	9%
1348	100%	359	371	375	384	454	541	51%
1349	100%	1069	1082	1096	1133	1145	1170	9%
1350	100%	1539	1573	1657	1735	1756	1794	17%
1351	100%	730	738	757	769	778	794	9%
1352	100%	652	666	675	693	702	718	10%
1353	100%	601	609	617	657	666	680	13%
1575	100%	881	895	907	945	1006	1040	18%
Total		38,261	39,108	40,948	42,829	44,176	45,312	18%

## Potable Water Needs Assessment

**Table 3-1**  
**Lake Worth Beach Water Service Area**  
**Population Projections through 2040**

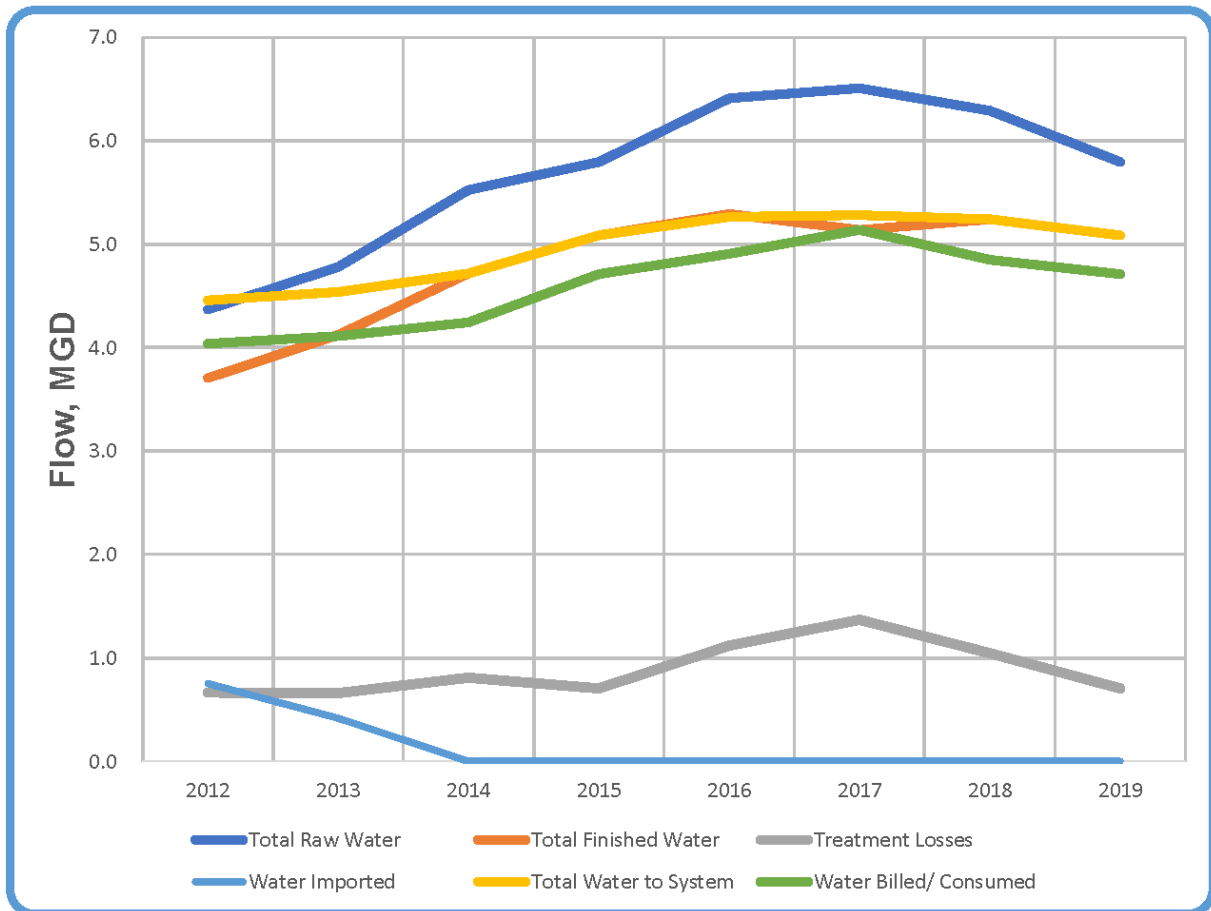
TAZ	% of TAZ Population in Service Area	2018	2020	2025	2030	2035	2040	Percent Growth 2018-2040
<b>Unincorporated Palm Beach County</b>								
319	100%	542	563	572	607	625	642	18%
364-PBSC	100%	0	0	0	0	0	0	0%
365-Park	100%	0	0	0	0	0	0	0%
366-Park	100%	0	0	0	0	0	0	0%
367-Airport	100%	0	0	0	0	0	0	0%
368	60%	1,163	1,184	1,196	1,246	1,271	1,293	11%
369	5%	67	69	73	74	75	76	13%
370	10%	59	60	61	65	69	71	20%
406	100%	757	806	887	914	929	952	26%
407	100%	1,220	1,278	1,292	1,316	1,329	1,343	10%
408	100%	3,357	3,487	3,583	3,609	3,626	3,648	9%
410	30%	539	541	542	544	624	641	19%
1319	20%	2	2	2	3	3	3	8%
1321	70%	837	844	846	858	872	894	7%
1759	100%	1122	1166	1174	1176	1177	1187	6%
<b>Total</b>		<b>9,666</b>	<b>10,000</b>	<b>10,228</b>	<b>10,411</b>	<b>10,599</b>	<b>10,750</b>	<b>11%</b>
<b>Lake Clarke Shores/Hypoluxo Village</b>								
409	100%	594	626	632	647	659	676	14%
1359	100%	858	913	940	969	982	1006	17%
<b>Total</b>		<b>1,452</b>	<b>1,539</b>	<b>1,572</b>	<b>1,616</b>	<b>1,641</b>	<b>1,682</b>	<b>16%</b>
<b>Total</b>		<b>49,379</b>	<b>50,647</b>	<b>52,748</b>	<b>54,856</b>	<b>56,416</b>	<b>57,744</b>	<b>0</b>
Source: PBC Planning Department 2019 Population Allocation Model								

### 3.2 Historical Potable Water Demands and Levels of Service

Data from 2012 through 2019 was evaluated to establish recent historical potable water demands for the City of Lake Worth Beach. Consumption data records from the City’s billing accounts, as well as raw and finished water flow data from the City’s water treatment plant operation records were reviewed and summarized.

Lake Worth Beach’s historical raw, finished and billed/consumed water flows are shown in **Figure 3-2**. A complete summary of the City’s historical water data is provided in **Appendix B**.

**Figure 3-2**  
**Lake Worth Beach Historical Water Flows**



Based upon the historical demand evaluation, **Table 3.2** shows the Levels of Service that are established for the City:

**Table 3.2**  
**Lake Worth Beach Potable Water Levels of Service**

Service Item	Value
Average Per Capita Finished Water Demand	105 gal/capita/day
Average Person per Household <sup>1</sup>	2.65
Max. Month: Average Day Demand Factor	1.16
Max. Day: Average Day Demand Factor	1.5
Peak Hour: Max Day Demand Factor <sup>2</sup>	2.0
Minimum Water Distribution System Pressure at Peak / Fire Flow Conditions <sup>2</sup>	30 psi
Minimum Fire Flow Requirements <sup>2</sup>	1,000 gpm Residential 2,000 gpm Multi-Family, Commercial, and Industrial

(1) Source: U.S. Census 2010 data.

(2) Source: Lake Worth Beach Water Distribution System Hydraulic Model, by Mock Roos

### 3.3 Water Demand Projections and Capacity Evaluation

The population projections established under **Section 3.1** were coupled with the projected Levels of Service established under **Section 3.2** to develop water demand projections for the City. The water demand projections are provided in **Table 3.3**.

Based on the projections, in the next 10 years, the City is anticipated to have a total finished water demand (average day) of 5.8 MGD and a maximum day demand of 8.7 MGD in the Year 2030. The water treatment plant currently has a permitted capacity of 17.4 MGD, which provides for sufficient capacity to meet the City's water demand needs over the next 10-year planning period.

However, the plant capacity is limited by the volume of raw water which is permitted to be withdrawn by the South Florida Water Management District (SFWMD) through the City's Water Use Permit (WUP). The current WUP allows for withdrawal of 4,106 million gallons per year, which is equivalent to an average daily withdrawal of 11.25 MGD, with a maximum monthly allocation of 356.5 million gallons (equivalent to 11.72 MGD maximum month average daily flow). The projected raw water needs in 2030 are 6.8 MGD average daily flow, and 10.2 MGD maximum month average daily flow. Based on the projections, the current permit is sufficient to meet the 10-year water supply needs of the City (through Year 2030).

Based on the projections, raw water capacity of the current WUP will meet the water supply needs of the City for the 20-year duration of the permit (through the Year 2032) and beyond.

**Table 3.3**  
**Lake Worth Beach Water Demand Projections**

Year	Service Area Population				Water Demand					Water Treatment Capacity, MGD	WTP Capacity Surplus/ (Deficit), ADDF MGD	WTP Capacity Surplus/ (Deficit) MDF MGD	Permitted Wellfield Allocation, AADF MGD <sup>5</sup>	Permitted Wellfield Allocation, Surplus/ (Deficit), AADF MGD
	Incorp. Lake Worth Beach	Unincorp. Palm Beach County	Lake Clarke Shores/ Hypoluxo Village	Total	Average Raw Water, MGD	Average Finished + Bulk Water, MGD <sup>1</sup>	Average Consumed / Billed Water, MGD <sup>2</sup>	Gallons per Capita per Day, GPCD <sup>3</sup>	Projected Max. Day Finished Water, MGD <sup>4</sup>					
2015	36,617	10,206	1,481	48,304	5.4	4.6	4.2	86.1		17.4				
2016	37,165	10,026	1,471	48,662	6.4	5.3	4.5	92.3		17.4				
2017	37,713	9,846	1,462	49,021	6.5	5.1	4.6	93.2		17.4				
2018	38,261	9,666	1,452	49,379	6.30	5.2	4.9	99.2		17.4				
2019	38,685	9,833	1,496	50,013	6.54	5.3	4.5	90.8		17.4				
2020	39,108	10,000	1,539	50,647	6.67	5.6	5.3	105.0	8.5	17.4	10.73	7.63	11.25	4.58
2025	40,948	10,228	1,572	52,748	6.95	5.9	5.5	105.0	8.8	17.4	10.45	7.23	11.25	4.30
2030	42,829	10,411	1,616	54,856	7.22	6.1	5.8	105.0	9.2	17.4	10.18	6.82	11.25	4.03
2035	44,176	10,599	1,641	56,416	7.43	6.3	5.9	105.0	9.4	17.4	9.97	6.52	11.25	3.82
2040	45,312	10,750	1,682	57,744	7.60	6.4	6.1	105.0	9.7	17.4	9.80	6.26	11.25	3.65

**Legend and Notes:**

= Historical Data

= Projected Data

AADF = Annual Average Design Flow

MDF = Maximum Day Flow

(1) Average Treatment Plant Water Loss = 15.38%

(2) Average Distribution System Water Loss = 6.36%

(3) Comprehensive Plan Level of Service Standard of 105 GPCD used for future projections.

(4) Maximum Day/Average Day Demand = 1.5

(5) Wellfield capacity based on SFWMD WUP AADF withdrawal allocation for Surficial + Floridan Aquifer systems.

Regarding the City's water distribution system, a "*Water Distribution System Hydraulic Model*" was developed by the City's Engineering Consultant, Mock•Roos, in December 2005, with an update provided in April 2013. The hydraulic model evaluated the City's water distribution system under future water demand and fire flow conditions. Deficiencies noted in the evaluation were developed into a water system Capital Improvement Program (CIP) (refer to **Section 4**).

The Hydraulic Model utilized the following assumptions for future flow conditions:

- Average Water Demand (existing) = 7.1 MGD
- Future Average Water Demand = 8.52 MGD (current demand x 1.2 peak factor)
- Future Maximum Day Demand = 12.78 MGD (future average demand x 1.5 peak factor)
- Future Peak Hour Demand = 25.56 MGD (future maximum day demand x 2.0 peak factor)

When compared to the water demand projections presented above, the assumptions utilized in the City's Hydraulic Model exceed the projected 10-year Average Day Demand of 5.8 MGD and Maximum Day Demand of 8.7 MGD. Therefore, with implementation of the recommended CIP projects, the distribution system has adequate capacity to serve the City's 10-year water supply needs.

Regarding the City's water distribution high service pumps and booster pump stations, it was previously noted in **Section 2.6** that the City has a firm pumping capacity of 13,900 gpm. The 10-year water demand projections estimate a Maximum Daily Flow of 8.7 MGD in 2030, with a Peak Hour Flow of 17.4 MGD (12,083 gpm). Since the firm pumping capacity of 13,900 gpm exceeds the projected peak hour demand of 12,083 gpm, the water distribution high service pumps and booster pump stations have adequate capacity to serve the City's 10-year peak hour water demands.

## SECTION 4



# Capital Improvements Program

## Section 4

# Capital Improvement Program

---

### 4.1 Capital Improvement Program (CIP) Summary

The City of Lake Worth Beach Water Utility Department creates a Capital Improvement Program (CIP) to outline the necessary capital improvement and renewal & replacement upgrades that are required for the water distribution system and Water Treatment Plant. The City's 5-Year CIP is listed in **Table 4.1** and consists of \$19M of water system improvements between 2021 and 2025.

The City is continuing an extensive water main replacement program which includes replacing 2-inch lines and upgrading pipes to provide improved fire protection. The Water Treatment Plant is scheduled to replace one (1) High Service Pump and rehabilitate the ground storage tanks. The City also plans to complete construction of well LW-17, LW-18, F-4, and F-5.



**Table 4.1**  
**Lake Worth Beach Water System**  
**5-Year Capital Improvement Program**

Lake Worth Beach Water System CIP						
Description	Proposed FY 2021	Proposed FY 2022	Proposed FY 2023	Proposed FY 2024	Proposed FY 2025	Total
<b>Water Distribution System Projects</b>						
Lake Bass Canal WM Reloc.		\$ 450,000				\$ 450,000
6th Ave. So. Bridge WM Adjust		\$ 250,000				\$ 250,000
10th Ave. No. WM Extension West of Canal to Congress Ave.		\$ 725,000				\$ 725,000
AC/Transite WM Replacement		\$ 100,000				\$ 100,000
EOC Complex/Fleet Maint. Bldg				\$ 1,000,000	\$ 1,000,000	\$ 2,000,000
2" WM Replacement - Phase V/VI	\$ 4,000,000					\$ 4,000,000
Floral Park/Lanair WM Expansion			\$ 900,000	\$ 750,000		\$ 1,650,000
<b>Subtotal Water Distribution System</b>	<b>\$ 4,000,000</b>	<b>\$ 1,525,000</b>	<b>\$ 900,000</b>	<b>\$ 1,750,000</b>	<b>\$ 1,000,000</b>	<b>\$ 9,175,000</b>
<b>Water Treatment Projects</b>						
RO Membrane Replacement		\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,000,000
Scrubber/Degas Packing Replacement			\$ 250,000			\$ 250,000
WTP Roof Evaluation/Redo	\$ 90,000					\$ 90,000
WTP Structural Enhancements/Hardening		\$ 575,000				\$ 575,000
Clearwell Structural Imp., etc.	\$ 175,000					\$ 175,000
Wash Water Recovery Basin			\$ 1,200,000			\$ 1,200,000
S Booster Station Upgrades			\$ 600,000			\$ 600,000
East Clearwell Roof Coating		\$ 425,000				\$ 425,000
HS Pump #5 Replacement		\$ 500,000				\$ 500,000
MIT Deep Injection Well	\$ 150,000					\$ 150,000
Surficial Well Rehab	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 700,000
Well No. 17 Construction		\$ 60,000	\$ 662,000			\$ 722,000
Flash Mixer Struct. Mod		\$ 500,000				\$ 500,000
Well No. 18 Construction	\$ 60,000	\$ 662,000				\$ 722,000
Raw WM Well 16-17-18 & Repump Genset Connection		\$ 170,000				\$ 170,000
Dual Zone Monitoring Well				\$ 1,000,000		\$ 1,000,000
Floridan Aquifer Well F-4 Construction		\$ 80,000	\$ 1,500,000			\$ 1,580,000
Floridan Aquifer Well F-5 Construction			\$ 80,000	\$ 1,500,000		\$ 1,580,000
Radio Upgrade Project Phase 1 & 2		\$ 50,000	\$ 200,000			\$ 250,000
<b>Water Treatment Projects Subtotal</b>	<b>\$ 615,000</b>	<b>\$ 3,412,000</b>	<b>\$ 4,882,000</b>	<b>\$ 2,890,000</b>	<b>\$ 390,000</b>	<b>\$ 12,189,000</b>
<b>Grand Total</b>	<b>\$ 4,615,000</b>	<b>\$ 4,937,000</b>	<b>\$ 5,782,000</b>	<b>\$ 4,640,000</b>	<b>\$ 1,390,000</b>	<b>\$ 21,364,000</b>

## SECTION 5



Comprehensive Plan Goals,  
Objectives and Policies (GOP)

## Section 5

# Comprehensive Plan Goals, Objectives and Policies (GOP)

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### 5.1 Comprehensive Plan GOP

As noted in 163.3177(6)(c)3, F.S., local governments are required to update their Water Supply Facilities Work Plan through an amendment to their Comprehensive Plan within 18 months of the SFWMD Governing Board's adoption of the regional Water Supply Plan.

The most recent update to the LEC Water Supply Plan was adopted by the SFWMD governing board in November 2018. Therefore, by May 2020, the City is required to revise their Comprehensive Plan to incorporate the updated 10-Year Water Supply Facilities Work Plan.

The City's Goals, Objectives and Policies should be amended as follows in the City's 2020 Comprehensive Plan amendments:

#### INFRASTRUCTURE ELEMENT

Policy 4.1.1.3: The City will continue to provide annual review of system demand and supply, and to update facility demand and capacity information based on issuance of development permits. The City will also prepare and include considerations of being a regional provider that may sell water in the future.

Policy 4.1.7.3: The City will maintain a water supply facilities work plan that is coordinated with SFWMD's 2018 *Lower East Coast Regional Water Supply Plan* and Palm Beach County by updating its own work plan within 18 months of an update to SFWMD's 2018 *Lower East Coast Regional Water Supply Plan*.

Policy 4.1.7.4: By March 2027, the City shall coordinate with SFWMD and update the City's 10-year water supply facilities work plan considering the *Lower East Coast (LEC) Regional Water Supply Plan*. The City hereby adopts by reference the "City of Lake Worth 2020 10-Year Water Supply Facilities Work Plan." The City shall send a letter to SFWMD which identifies projects for future water supply needs of the City. Projects must be selected from the LEC Regional Water Supply Plan or must be prior approved by SFWMD.

# APPENDIX A

## City of Lake Worth Beach Bulk Water Service Contract

INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LAKE WORTH AND  
THE TOWN OF LAKE CLARKE SHORES FOR THE  
PURCHASE AND SALE OF BULK POTABLE WATER

THIS AGREEMENT made and entered into this 15 day of February, 2011, by and between THE CITY OF LAKE WORTH, FLORIDA, a municipality organized under the laws of the State of Florida (hereinafter "CITY"), and the TOWN OF LAKE CLARKE SHORES, FLORIDA, a municipality organized under the laws of the State of Florida (hereinafter "TOWN").

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

WHEREAS, the parties hereto have the common power to provide essential public utility services within their respective geographic jurisdictions; and

WHEREAS, the TOWN entered into an Interlocal Agreement with the CITY on October 13, 1993, for the CITY to provide bulk water sales to the Seminole Manor service area; and

WHEREAS, in October 2002 the TOWN paid for an additional 82 equivalent residential units to serve the Hypoluxo Village Service Area; and

WHEREAS, this previous Interlocal Agreement expired on October 13, 2008; and

WHEREAS, the TOWN owns and operates a Community Public Water System to serve residents living within the Seminole Manor Service Area and Hypoluxo Village Service Area as shown on Exhibit A; and

WHEREAS, the TOWN wishes to purchase bulk potable water from the CITY for distribution and sale to its customers within the Hypoluxo Village Service Area; and

WHEREAS, the CITY wishes to sell the TOWN bulk potable water within the Hypoluxo Village Service Area pursuant to the terms and conditions of this Agreement; and

WHEREAS, the TOWN and CITY both wish to discontinue bulk potable water sales from the CITY to the Seminole Manor Service Area; and

WHEREAS, the TOWN and CITY both wish to leave the water connection from the CITY to the Seminole Manor Service Area active in case it is needed as an emergency service connection; and

WHEREAS, as a consecutive system, the TOWN and CITY wish that the TOWN implement and facilitate conservation of water resources in accordance with the direction of the CITY, and restrictions in effect on the CITY's system; and

WHEREAS, the physical, chemical and biological quality of all treated potable waters produced by the CITY currently meets or exceeds all Federal, State and local laws, regulations and requirements, and the CITY will take reasonable steps to maintain the quality of treated waters to the Point of Connection (as later defined in this Agreement); and

WHEREAS, it is solely the responsibility of the TOWN to operate and maintain the water delivery system on the discharge side of the Point of Connection so that the physical, chemical and biological quality of the treated water meets or exceeds all Federal, State and local laws, regulations and requirements.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and Agreements herein contained and assumed, the CITY and TOWN hereby covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by reference.
2. Scope of Agreement. The CITY agrees to furnish, and the TOWN agrees to purchase and accept, a supply of Potable Water in accordance with the terms and conditions of this Agreement. The CITY shall furnish, and the TOWN shall accept, the Potable Water at the Point(s) of Connection shown in Exhibit "A."
3. Term. This Agreement shall commence on the Effective Date of this Agreement and continue for a term of ten (10) years. The Term of this Agreement may be extended for successive periods of five (5) years each, upon the same terms and conditions as herein provided, by written agreement of both of the parties to this Agreement prior to expiration of the initial term of this Agreement or any renewal thereof.
4. Effective Date. This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is ratified by the City of Lake Worth Commission.
5. Prior Agreements: This document, upon its execution by both parties shall supersede any and all prior negotiations, correspondence, conversations, agreements, including the expired prior agreement and any amendments thereto, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed by the parties that there shall be no deviation from the terms hereof which shall be predicated upon any prior representation or agreements whether oral or written, unless said are specifically provided for herein.

6. Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
- (a) “Average Daily Flow (ADF)” – the average daily flow rate of potable water collectively measured through all Points of Connection. The Average Daily Flow rate is calculated by dividing the total amount of Potable Water flowing through the Points of Connection in any one fiscal year by the number of days in that same fiscal year;
  - (b) “Capacity Fee” – A one-time fee to be paid by the TOWN to the CITY based on the ADF of capacity reserved. This fee is assessed irrespective of the actual quantity of Potable Water flowing through the Point(s) of Connection.
  - (c) “CITY’s Potable Water System” – the system owned and/or operated by the CITY for the production and distribution of Potable Water to all retail, wholesale, and/or bulk customers of the CITY, said system being located on the CITY’s side of the various Points of Connection and including all Potable Water meters and related appurtenances located at the Point(s) of Connection.
  - (d) “Commodity Rate” - A fee to be paid by the TOWN to the CITY on a monthly basis for the supply of Potable Water to the TOWN at the Point(s) of Connection.
  - (e) “Equivalent Residential Unit (ERU)” - A factor used to convert a given average dally flow of bulk supply to equivalent number of residential connections. For this purpose of this Agreement, the average daily flow of one Equivalent Residential Unit is set at 350 gallons per day.
  - (f) “Point(s) of Connection” – The location(s) where the CITY’s Potable Water System is connected with the TOWN’s Potable Water System, as shown in Exhibit “A”, which is incorporated herein and attached hereto. The Potable Water System of the CITY shall include the water meter(s) and related appurtenances located at the Point(s) of Connection, with said water meter(s) being utilized for the measurement and payment of bulk Potable Water obtained by the TOWN.
  - (g) “Potable Water” – Water for human consumption which meets all applicable Federal, State, and County standards.
  - (h) “Reserved Capacity” – the amount of Potable Water capacity in the CITY’s Potable Water System that the TOWN has reserved through payment of Capacity Fees.
  - (i) Service Areas:

- a. “Hypoluxo Village Service Area” - That area within which TOWN owns and maintains a potable water distribution system including present and future water customers, that will receive bulk water sales from the CITY as shown on Exhibit A.
    - b. “Seminole Manor Service Area” - That area within which TOWN owns and maintains a potable water distribution system, as shown on Exhibit A, which has been provided bulk water from the CITY, and for which the CITY and TOWN have agreed to discontinue from bulk water service from the CITY’s supply.
  - (j) “TOWN’s Potable Water System” – the system owned and/or operated by the TOWN for the distribution of potable water, said system being located on the TOWN’s side of the Point(s) of Connection.
7. Point(s) of Connection: The parties hereto agree that the Points of Connection of the TOWN System to the CITY System and meter locations shall be as set forth below:
- (a) Hypoluxo Village Service Area: Within the Right-of-Way of Windward Lane adjacent to the south west side of 6975 S. Congress Avenue.
  - (b) Seminole Manor Service Area: Within the Right-of-Way of Ute Circle adjacent to the south west side of 3570 Lantana Road.
8. Obligation to Accept Service: Except as otherwise provided herein, TOWN agrees that during the term of this Agreement, the City shall be the exclusive provider of bulk potable water services to the Hypoluxo Village service area set forth in Exhibit “A,” and the Town shall only accept potable water services from the CITY for the Hypoluxo Village service area as set forth in Exhibit “A.”
9. Discontinuation of Service to Seminole Manor Service Area: In non-emergency situations, the TOWN expressly agrees to discontinue bulk water purchases from the CITY to the Seminole Manor Service Area, which is shown in Exhibit “A,” on or before the effective date of this Agreement. The TOWN herein expressly agrees to obtain potable water services for the Seminole Manor Service Area from another water service provider and to discontinue service from the CITY. The TOWN agrees that effective with the signing of this agreement the water commodity rate will become 200-percent of the commodity rate in effect for all water sold through the Seminole Manor Service Area point(s) of connection, except in the case of a declared emergency as defined later in this Agreement. The Town agrees that the increased commodity rate shall remain in effect until such time as service to this area is discontinued.
10. Each party agrees that they are responsible for all improvements, maintenance and repairs related to their respective equipment on their side of the Point of Connection and that the point to determine compliance with the contract terms is the Point of Connection.



11. It is mutually agreed that by entering into this Agreement, the CITY does not incur any responsibility beyond the Points of Connection prior to, or after, the date that delivery of water begins under this Agreement.
12. Existing Reservation of Capacity. While the reservation of capacity under the Interlocal Agreement between the CITY and TOWN that was executed on October 13, 1993, along with said Agreement's associated amendments, ended with the expiration of said agreement, the CITY acknowledges this capacity should not be re-purchased for the existing TOWN system to remain on the CITY's bulk delivery system. Therefore, the following capacity shall remain allocated to the TOWN:
  - (a) Hypoluxo Village Service Area: A survey of this service area showed a needed reserve capacity of 200,000 gallons per day for service within this service area. Therefore this amount of capacity is re-established for the TOWN for the life of this Agreement.
  - (b) Seminole Manor Service Area: The TOWN, as part of this Agreement, has agreed to discontinue bulk water purchases from the CITY to this service area. If service to this area continues past the execution of this Agreement the increased rate identified above shall be imposed.
  - (c) All capacity allocations not addressed above shall be considered vacated with the expiration of the previous 1993 agreement.
13. Operation of Seminole Manor Interconnect Facility in an Emergency: The piping to serve Seminole Manor will be left intact in case of a need for an emergency connection to Seminole Manor in the event of a potable water system failure causing an emergency in the Seminole Manor service area, the valves will be opened so as to permit the flow of potable water to the Seminole Manor service area. No supply of potable water shall be provided except in case of an emergency and upon the following terms and conditions to be determined by the CITY:
  - (a) There must be a sufficient surplus of potable water available after the CITY meets all of its anticipated needs.
  - (b) The CITY may reasonably limit the amount of potable water to be supplied to the TOWN.
  - (c) The CITY shall determine that the provision of potable water to the TOWN will not impose a danger to the health, safety or welfare of its citizens of the CITY. Any resultant expenses incurred by the CITY as a result of the connection to the Seminole Manor system shall be reimbursed by the TOWN.
  - (d) The CITY may reasonably limit the hours or days of supply of the potable water to the TOWN.

- (e) The CITY may require the TOWN to impose use restrictions on its customers as prescribed by the CITY.
  - (f) With prior written notice to the TOWN, the CITY may place a reasonable termination date for the emergency supply period.
  - (g) Water shall be considered the property and responsibility of the TOWN once it has passed through the Point(s) of Connection. The CITY and TOWN each shall have the sole and exclusive right to sell and distribute the water in its respective water system on its respective side of the Point(s) of Connection.
  - (h) Procedure to Activate Interconnect:
    - a. In case of an emergency, a written or verbal communication from the TOWN's Town Administrator, or his/her designated representative, setting forth the emergency and estimated time of need of emergency surplus potable water, shall be made and shall be the only request necessary to open the valves. The request shall be made to the City of Lake Worth's Utilities Director or designated representative. If said communication is made verbally, said notice shall be immediately followed by a written communication. Notwithstanding the provisions above, the request by the TOWN to the CITY to turn off the valves and discontinue providing the emergency surplus potable water supply shall be handled by the same procedure.
    - b. If the TOWN's required surplus potable water supply needs lasts more than 24 hours, then within 36 hours of the valve opening, the Director of the TOWN's utility shall transmit a letter to the CITY's Utility Director, outlining the reasons for the required needs, the probable duration of such requirements, the estimated usage in gallons per day and the maximum peak hour request.
    - c. The TOWN expressly acknowledges the right of the CITY to refuse to provide the emergency potable water service, as set forth in this Agreement, if the CITY determines that the provision of such service would not be in its best interest or would constitute a danger to the health, safety and welfare of its citizens. In the event of such refusal, the TOWN hereby expressly waives any and all claims of loss or damage against the CITY.
14. Additional/Future Capacity Fees: If additional capacity is required to meet the needs of the TOWN, the TOWN shall be required to pay additional capacity charges as calculated in accordance with Section 18-29 of the CITY Code of Ordinances, and at a cost per ERU as established by Section 18-31 of the CITY Code of Ordinances, for all new water connections within the Service Area(s). It is further agreed that these capacity fees are the property of the CITY but that the TOWN may charge their own additional connection charges, surcharges or

equivalent to its new customers. All additional capacity requirements will be calculated in accordance with the schedule provided in Exhibit "B."

15. Monthly Billed Usage. The TOWN shall be billed the Commodity Rate on a monthly basis for actual metered water service delivered by the CITY in accordance with the following conditions:
  - (a) The CITY shall charge the TOWN a bulk service rate of \$0.303 cents per hundred gallons commencing upon the execution of this Agreement. Future rate changes will be allowed only at the time of the CITY's Water System rate increases. The new rate to be charged will be equal to the current rate plus the monetary change in the rate of the lowest tier residential water rate placed into effect at the time of the new rate change.
  - (b) The CITY agrees to notify the TOWN whenever the CITY advertises for a rate Public Hearing.
  - (c) The CITY agrees to provide the TOWN with written notification of all rate increases upon passage of the rate ordinance or 30-days before rates go into effect, whichever greater. In the case of multiple-year rate authorizations, a separate notice will be sent 30-days prior to each incremental change approval.
  - (d) The TOWN agrees to pay for all potable water received from the CITY and to make payments to the CITY within thirty (30) days from the date the bill is rendered by CITY. A one percent (1%) per month interest charge will be assessed on any outstanding balance thereafter. If payment has not been received after sixty (60) days from the date of the original bill, the CITY may discontinue services provided to the TOWN by this Agreement.
  - (e) A 25% surcharge shall be added to the Commodity Fee for all usage exceeding the Reserved Capacity in any month. However, the CITY is under no obligation to provide potable water in any quantity for which capacity has not been reserved.
  - (f) Payments required herein shall be governed by the provisions of Chapter 218, Part VII, Florida Statutes, the "Local Government Prompt Payment Act," or its successor in function, or as otherwise mutually agreed to between the parties hereto.
16. Presumed Consumption and Required Payment In Case of Billing Meter Failure. Both parties agree that, if at any time a billing meter fails, the TOWN will pay to the CITY at a daily consumption rate equal to the average consumption of the ninety (90) day period prior to the date the meter failed. The CITY shall make all efforts to restore the meter to working order as soon as possible.

17. Termination of Agreement

- (a) Termination for Cause. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.
  - (b) Termination by Mutual Agreement. This Agreement may be terminated by law or at any time by the written agreement of the CITY and TOWN. The TOWN will not be entitled to a refund of any Capacity Fees or other reimbursements, and all service will be discontinued upon the termination date if so terminated.
  - (c) Termination Upon Expiration: This Agreement shall be considered terminated on the expiration date of the agreement as adjusted by extensions approved in accordance with Paragraph 3 of this Agreement. The TOWN will not be entitled to a refund of any Capacity Fees or other reimbursements, and all service will be discontinued upon the expiration date.
18. Water Shortages. In the event the South Florida Water Management District or other government unit with authority declares a water shortage, then the CITY shall have the right to restrict service to the TOWN by the same percentage, level and/or manner as the CITY restricts service to customers located within the CITY's service area.
19. Water Conservation Program: The TOWN agrees to comply with the CITY's water conservation efforts and implement a water conservation program. This program shall follow industry best management practices to meet conservation goals as set by the CITY for its service areas, or in accordance with regulatory restrictions in effect on the CITY's system. The TOWN shall report its accomplishments annually at the end of each fiscal year to the CITY. Said report shall discuss current and future conservation goals, existing activities and programs relating to water conservation efforts, as well as recommendations for changes that will further enhance opportunities for effective implementation of water conservation within the TOWN's system(s). The CITY shall submit to the TOWN; its goals for the CITY's water conservation program at least 6-months prior to the end of the fiscal year to allow the TOWN time to assess the CITY's program and develop its own program to match the CITY's water conservation program goals.
20. Water Quality - The physical, chemical and biological quality of all waters delivered to the TOWN by the CITY currently meets or exceeds all Federal, State and local laws, regulations and requirements, and the CITY shall take

reasonable steps to maintain the quality of treated waters to the Point of Connection.

21. **Employee Status:** Persons employed by one party in the performance of services and functions pursuant to this Interlocal Agreement shall have no claim to salary, pension, workers' compensation, civil service, or other employee rights or privileges granted by any other party to its officers and employees.
22. **Laws of Florida:** This Agreement shall be governed by the laws of the State of Florida notwithstanding contrary principles or conflicts of law, if any, and it shall be and become effective immediately upon execution by both parties. Venue shall be Palm Beach County, Florida.
23. **Costs and Attorney's Fees:** In the event the CITY or TOWN is required to enforce this Agreement by court proceedings or by instituting suit, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorney's fees including fees on appeal.
24. **Force Majeure:** In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, said party shall not be liable for such nonperformance. This provision shall not affect the payment terms outlined under paragraphs 2 and 3 of this Agreement.
25. **Successors and Assigns:** The CITY and the TOWN each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the CITY nor the TOWN shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other party. Such consent will not be unreasonably withheld.
26. **Severability:** If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
27. **Notice:** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to CITY, shall be mailed or delivered to CITY at:

City of Lake Worth  
7 N. Dixie Highway  
Lake Worth, Florida 33460  
Attn: Susan A. Stanton, City Manager

with copies to:

Rebecca Matthey  
Utility Director  
City of Lake Worth  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461

and

Elaine A. Humphreys  
City Attorney  
7 North Dixie Highway  
Lake Worth, FL 33460

and if to Town, shall be mailed or delivered at:

Town of Lake Clarke Shores  
1701 Barbados Road  
Lake Clarke Shores  
West Palm Beach, FL 33406  
Attn: Town Administrator

28. Filing: This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.
29. Amendment and Modification: This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.
30. Liability:
  - (a) The CITY and TOWN acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The CITY and TOWN agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver

of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

- (b) Should a party be sued for actions that are believed to be the result of the other party, the other party shall be notified of such suit and, thereupon, shall have the duty to defend the suit. The party being sued shall have the right, at its option, to participate in the defense of any third party claim, without relieving the other party of any of its obligations hereunder. If the the other party assumes control of the defense of any third party claim in accordance with this paragraph, that other party shall obtain the prior written consent of the party being sued before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the other party shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the party being sued and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in good faith judgment of the party being sued, be detrimental in any material respect to the reputation of the party being sued; (ii) the third party claim seeks an injunction or equitable relief against the party being sued; or (iii) the other party has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
31. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, Florida Statutes. The governing bodies for the CITY and the TOWN shall each maintain all legislative authority with regard to their respective municipality. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territoriality under the provisions of any such Interlocal Agreement.
32. Waiver: No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver by either party of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
33. Entirety of Agreement: This Agreement constitutes the entire understanding of the parties with respect to the provision of public water supply services. It may not be modified, or any of its provisions waived, unless such modification

and/or waiver is in writing and is agreed to and signed by both parties. The parties expressly agree that any uncertainties or ambiguities contained herein shall not be construed against or in favor of either party.

34. Indemnity: To the extent permitted by law and subject to the limitations of Florida Statutes, Section 768.28, TOWN agrees to indemnify and hold harmless from and against any loss, damage, liability, claim or obligation of any kind or nature whatsoever, which CITY may incur or which may be asserted against CITY as a result of any actions or conditions on the discharge side of the Point of Connection affecting quality, water service or water availability.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



IN WITNESS WHEREOF, Town and City have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:  
TOWN OF LAKE CLARKE  
SHORES CLERK

TOWN OF LAKE CLARKE  
SHORES, BY ITS TOWN  
COUNCIL

By: Mary Pinkerman  
Town Clerk

By: [Signature]  
Mayor

(SEAL)

APPROVED AS TO FORM AND TO  
LEGAL SUFFICIENCY

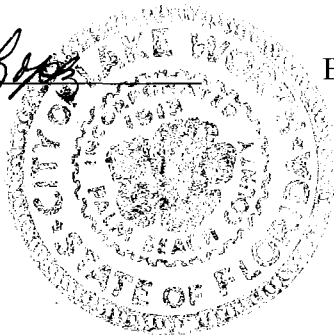
By: [Signature]  
Town Attorney

ATTEST:

CITY OF LAKE WORTH,  
FLORIDA BY ITS CITY  
COMMISSION

By: [Signature]  
Pamela J. Lopez, Clerk

By: [Signature] 2/15/11  
René A. Varela, Mayor



(SEAL)

REVIEWED AND APPROVED FOR  
EXECUTION:

APPROVED AS TO FORM AND TO  
LEGAL SUFFICIENCY

By: [Signature]  
Elaine A. Humphreys, City Attorney

By: [Signature]  
Susan A. Stanton, City Manager



EXHIBIT B – GPD CAPACITY CALCULATION SCHEDULE

Type of Structure	Specific Condition or Unit	Water Per Unit (GPD)
Airports, bus terminals, train stations, port & dock facilities:	(a) per passenger	5
	(b) add per employee per 8 hour shift	20
Assembly Halls	(a) per seat	2
Barber and Beauty Shops	(a) per dry service chair	100
	(b) per wet service chair	200
Bar and cocktail lounges (Not including food service)	(a) per seat	20
Bowling alleys (Not including food service)	(a) per lane	100
Camps	(a) day, no food service	25
	(b) luxury resort, per person	100
	(c) labor, per person	100
Camper or RV trailer park	(a) per space	150
Car wash	(a) automatic type	3500
	(b) automatic type (recycled water)	350
	(c) Hand wash	1750
Churches (Not including food service)	(a) per sanctuary seat	3
Dance halls	(a) per person	2
Dentist offices	(a) per dentist	250
	(b) plus per wet service chair	200
Doctor offices	(a) per physician	250
	(b) plus per square foot of office space	0.20
Drive-in theater	(a) per car space	5
Fire station	(a) per bed	100
Health spa (Not including food service)	(a) per square foot	0.35
Hospitals/Nursing Homes (Not including public food service or offices)	a) per bed space	210
Institutions	(a) per person, including resident staff	100
Kennels	(a) per animal space	30
	(b) per veterinarian	250
Laundries	(a) per coin-operated machine	400
	(b) per non-coin operated machine	650
Marinas (Does not include office, repair & leisure facilities)	(a) per boat slip	40
Office Building	(a) per square foot of floor space	0.20
Parks, public with comfort stations	(a) per visitor	10
Pet grooming parlors (Does not include retail sales areas)	(a) per wash basin	200
Recreation/pool buildings	(a) per person	2 (300 gal min)
Residences	(a) Single family, detached (Maximum 3-bedroom 2 1/2 Bath)	350
	(b) Multiple family per dwelling unit	300
	(c) Motel/hotel units, per bedroom	150
	(d) Bedroom additions to SFH	150
	(e) Mobil homes, each	350
Restaurants	(a) open 24 hours, per seat incl bar	50
	(b) open less than 24 hours, per seat incl bar	30
	(c) open less than 24 hours, with drive-thru window, per seat including bar	35
	(d) drive-ins, per space	50
	(e) carry out food service only per 100 square feet	50
Schools: Elementary/Middle	(a) per pupil per day	10
	(b) add for shower/pupil	5
	(c) add for cafeteria/pupil	5
Schools: High School	(a) per pupil per day	15
	(b) add for shower/pupil	5
	(c) add for cafeteria/pupil	5
Schools: Boarding School	(a) per pupil	100
Service stations and auto repair shops	(a) per water closet	250
	(b) plus per service bay	100
Shopping centers and retail shops (Not including food service or laundry)	(a) per square foot of floor space	0.10
Theaters and auditoriums	(a) per seat	5
Warehouse-Mini Storage, with resident manager	(a) per square foot of floor space	0.01
	(b) plus residence	250
Warehouses	(a) per square foot of floor space	0.10

# APPENDIX B

## City of Lake Worth Beach Historical Water Flows

Annual Water Balance Summary														
line #	Utility Name:	City of Lake Worth												
	Permit Name:	Lake Worth Utilities												
	Reporting Period:	2012												
	Water Use Permit #:	50-00234-W												
	Name of Person Completing Form:	Doug Lovelace												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1.0	Total Raw Water Withdrawn (should match pumpage reports submitted to SFWMD)	139,423,000	120,424,000	154,947,000	138,870,000	140,938,000	124,559,000	144,222,000	149,725,000	120,132,000	114,609,000	120,366,000	126,592,000	1,594,807,000
2.0	Volume of Finished Water Produced	122,078,000	105,174,000	130,094,000	108,686,000	112,531,000	107,714,000	126,753,000	132,491,000	98,380,000	95,311,000	103,648,000	109,998,000	1,352,858,000
3.0	Treatment Losses (subtract line 2 from line 1)	17,345,000	15,250,000	24,853,000	30,184,000	28,407,000	16,845,000	17,469,000	17,234,000	21,752,000	19,298,000	16,718,000	16,594,000	241,949,000
4.0	% Treatment Loss (divide line 3 by line 1)	12.44%	12.66%	16.04%	21.74%	20.16%	13.52%	12.11%	11.51%	18.11%	16.84%	13.89%	13.11%	15.17%
5.0	Total Volume of Water Imported (if applicable)	23,085,000	25,630,000	14,586,000	30,624,000	23,240,000	19,732,000	12,962,000	0	26,716,000	35,218,000	33,656,000	28,794,000	274,243,000
6.0	System Input (Finished Water Produced plus Total Water Imported) (line 2 plus line 5)	145,163,000	130,804,000	144,680,000	139,310,000	135,771,000	127,446,000	139,715,000	132,491,000	125,096,000	130,529,000	137,304,000	138,792,000	1,627,101,000
7.0	Billed Authorized Consumption (total volume of water billed including Exports-if applicable)	133,384,000	126,011,900	122,713,300	121,988,300	124,469,500	117,738,700	115,417,400	117,218,100	112,870,100	113,426,400	116,503,700	132,054,000	1,453,795,400
8.0	Unbilled Authorized Consumption (include estimates of fire protection, line flushing, and other utility-authorized non-billed uses). An estimate of 1.25% of the System Input can be used if no other data is available.	1,814,538	1,635,050	1,808,500	1,741,375	1,697,138	1,593,075	1,746,438	1,656,138	1,563,700	1,631,613	1,716,300	1,734,900	20,338,763
9.0	Total Authorized Consumption (Billed Authorized Consumption plus Unbilled Authorized Consumption) (line 7 plus line 8)	135,198,538	127,646,950	124,521,800	123,729,675	126,166,638	119,331,775	117,163,838	118,874,238	114,433,800	115,058,013	118,220,000	133,788,900	1,474,134,163
10.0	Total Water Losses (Line 6 minus line 9)	9,964,463	3,157,050	20,158,200	15,580,325	9,604,363	8,114,225	22,551,163	13,616,763	10,662,200	15,470,988	19,084,000	5,003,100	152,966,838
11.0	% Water Loss (line 10 divided by line 6)	6.86%	2.41%	13.93%	11.18%	7.07%	6.37%	16.14%	10.28%	8.52%	11.85%	13.90%	3.60%	9.40%

Annual Water Balance Summary														
line #	Utility Name:	City of Lake Worth												
	Permit Name:	Lake Worth Utilities												
	Reporting Period:	2013												
	Water Use Permit #:	50-00234-W												
	Name of Person Completing Form:	Timothy Sloan												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1.0	Total Raw Water Withdrawn (should match pumpage reports submitted to SFWMD) <b>RO Plant operates at 75% recovery</b>	126,679,000	111,386,000	144,448,000	130,652,000	114,419,000	136,581,000	153,861,000	174,894,000	152,358,000	170,008,000	164,180,000	166,300,000	1,745,766,000
2.0	Volume of Finished Water Produced	108,254,000	95,490,000	125,889,000	115,429,000	99,637,000	117,780,000	131,885,000	148,643,000	130,607,000	145,927,000	141,559,000	144,051,000	1,505,151,000
3.0	Treatment Losses (subtract line 2 from line 1)	18,425,000	15,896,000	18,559,000	15,223,000	14,782,000	18,801,000	21,976,000	26,251,000	21,751,000	24,081,000	22,621,000	22,249,000	240,615,000
4.0	% Treatment Loss (divide line 3 by line 1)	14.54%	14.27%	12.85%	11.65%	12.92%	13.77%	14.28%	15.01%	14.28%	14.16%	13.78%	13.38%	13.78%
5.0	Total Volume of Water Imported (if applicable) <b>Bulk PBC purchase</b>	28,963,000	32,592,000	17,300,000	24,769,000	34,977,000	13,243,000	0	0	0	0	0	0	151,844,000
6.0	System Input (Finished Water Produced plus Total Water Imported) (line 2 plus line 5)	137,217,000	128,082,000	143,189,000	140,198,000	134,614,000	131,023,000	131,885,000	148,643,000	130,607,000	145,927,000	141,559,000	144,051,000	1,656,995,000
7.0	Billed Authorized Consumption (total volume of water billed including Exports-if applicable)	125,214,348	122,358,692	127,005,368	120,441,852	116,205,064	110,862,032	116,476,112	116,365,772	123,569,380	130,372,372	139,116,488	132,393,508	1,480,380,988
8.0	Unbilled Authorized Consumption (include estimates of fire protection, line flushing, and other utility-authorized non-billed uses). An estimate of 1.25% of the System Input can be used if no other data is available.	1,715,213	1,601,025	1,789,863	1,752,475	1,682,675	1,637,788	1,648,563	1,858,038	1,632,588	1,824,088	1,769,488	1,800,638	20,712,438
9.0	Total Authorized Consumption (Billed Authorized Consumption plus Unbilled Authorized Consumption) (line 7 plus line 8)	126,929,561	123,959,717	128,795,231	122,194,327	117,887,739	112,499,820	118,124,675	118,223,810	125,201,968	132,196,460	140,885,976	134,194,146	1,501,093,426
10.0	Total Water Losses (Line 6 minus line 9)	10,287,440	4,122,283	14,393,770	18,003,673	16,726,261	18,523,181	13,760,326	30,419,191	5,405,033	13,730,541	673,025	9,856,855	155,901,575
11.0	% Water Loss (line 10 divided by line 6)	7.50%	3.22%	10.05%	12.84%	12.43%	14.14%	10.43%	20.46%	4.14%	9.41%	0.48%	6.84%	9.41%

Annual Water Balance Summary														
line #	Utility Name:	City of Lake Worth												
	Permit Name:	Lake Worth Utilities												
	Reporting Period:	2014												
	Water Use Permit #:	50-00234-W												
	Name of Person Completing Form:	Timothy Sloan												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1.0	Total Raw Water Withdrawn (should match pumpage reports submitted to SFWMD)RO Plant operates at 75% recovery	164,203,000	147,788,000	162,226,000	169,559,505	190,971,760	174,391,768	159,102,752	167,467,136	159,873,872	171,704,240	175,137,704	172,924,440	2,015,350,177
2.0	Volume of Finished Water Produced	142,621,500	127,241,200	142,850,700	146,618,800	160,530,400	145,037,300	137,189,600	143,004,300	137,755,000	141,029,900	147,967,600	149,182,000	1,721,028,300
3.0	Treatment Losses (subtract line 2 from line 1)	21,581,500	20,546,800	19,375,300	22,940,705	30,441,360	29,354,468	21,913,152	24,462,836	22,118,872	30,674,340	27,170,104	23,742,440	294,321,877
4.0	% Treatment Loss (divide line 3 by line 1)	13.14%	13.90%	11.94%	13.53%	15.94%	16.83%	13.77%	14.61%	13.84%	17.86%	15.51%	13.73%	14.60%
5.0	Total Volume of Water Imported (if applicable)Bulk PBC purchase													0
6.0	System Input (Finished Water Produced plus Total Water Imported) (line 2 plus line 5)	142,621,500	127,241,200	142,850,700	146,618,800	160,530,400	145,037,300	137,189,600	143,004,300	137,755,000	141,029,900	147,967,600	149,182,000	1,721,028,300
7.0	Billed Authorized Consumption (total volume of water billed including Exports-if applicable)	134,810,200	119,305,000	129,659,300	118,489,300	127,048,600	164,868,170	119,593,400	126,505,300	126,145,800	120,147,000	129,905,300	130,284,200	1,546,761,570
8.0	Unbilled Authorized Consumption (include estimates of fire protection, line flushing, and other utility-authorized non-billed uses). An estimate of 1.25% of the System Input can be used if no other data is available.	80,000	80,000	80,000	62,052	76,946	590,849	90,849	90,849	605,426	79,544	579,544	75,048	2,491,107
9.0	Total Authorized Consumption (Billed Authorized Consumption plus Unbilled Authorized Consumption) (line 7 plus line 8)	134,890,200	119,385,000	129,739,300	118,551,352	127,125,546	165,459,019	119,684,249	126,596,149	126,751,226	120,226,544	130,484,844	130,359,248	1,549,252,677
10.0	Total Water Losses (Line 6 minus line 9)	7,731,300	7,856,200	13,111,400	28,067,448	33,404,854	-20,421,719	17,505,351	16,408,151	11,003,774	20,803,356	17,482,756	18,822,752	171,775,623
11.0	% Water Loss (line 10 divided by line 6)	5.42%	6.17%	9.18%	19.14%	20.81%	-14.08%	12.76%	11.47%	7.99%	14.75%	11.82%	12.62%	9.98%

Annual Water Balance Summary														
line #	Utility Name:	City of Lake Worth												
	Permit Name:	Lake Worth Utilities												
	Reporting Period:	2015												
	Water Use Permit #:	50-00234-W												
	Name of Person Completing Form:	Timothy Sloan												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1.0	Total Raw Water Withdrawn (should match pumpage reports submitted to SFWMD) <b>RO Plant operates at 75% recovery</b>	169,032,712	155,868,128	190,303,560	185,887,056	184,473,528	175,490,512	184,437,328	185,461,096	161,032,104	170,492,880	175,229,544	177,294,368	2,115,002,816
2.0	Volume of Finished Water Produced	145,163,600	133,349,200	162,145,800	159,569,100	160,470,200	157,009,800	162,224,700	161,911,300	143,718,200	153,706,000	159,967,900	158,055,000	1,857,290,800
3.0	Treatment Losses (subtract line 2 from line 1)	23,869,112	22,518,928	28,157,760	26,317,956	24,003,328	18,480,712	22,212,628	23,549,796	17,313,904	16,786,880	15,261,644	19,239,368	257,712,016
4.0	% Treatment Loss (divide line 3 by line 1)	14.12%	14.45%	14.80%	14.16%	13.01%	10.53%	12.04%	12.70%	10.75%	9.85%	8.71%	10.85%	12.18%
5.0	Total Volume of Water Imported (if applicable) <b>Bulk PBC purchase</b>													0
6.0	System Input (Finished Water Produced plus Total Water Imported) (line 2 plus line 5)	145,163,600	133,349,200	162,145,800	159,569,100	160,470,200	157,009,800	162,224,700	161,911,300	143,718,200	153,706,000	159,967,900	158,055,000	1,857,290,800
7.0	Billed Authorized Consumption (total volume of water billed including Exports-if applicable)	140,595,400	122,882,700	123,452,200	135,090,900	127,790,400	136,301,100	144,708,600	126,404,500	131,426,900	124,439,700	127,982,600	139,924,600	1,580,999,600
8.0	Unbilled Authorized Consumption (include estimates of fire protection, line flushing, and other utility-authorized non-billed uses). An estimate of 1.25% of the System Input can be used if no other data is available.	9,494,500	21,658,500	25,251,950	15,639,950	7,611,900	8,916,150	6,870,500	5,871,600	824,950	131,250	16,035,400	20,421,800	138,728,450
9.0	Total Authorized Consumption (Billed Authorized Consumption plus Unbilled Authorized Consumption) (line 7 plus line 8)	150,089,900	144,541,200	148,704,150	150,730,850	135,402,300	145,217,250	151,579,100	132,276,100	132,251,850	124,570,950	144,018,000	160,346,400	1,719,728,050
10.0	Total Water Losses (Line 6 minus line 9)	-4,926,300	-11,192,000	13,441,650	8,838,250	25,067,900	11,792,550	10,645,600	29,635,200	11,466,350	29,135,050	15,949,900	-2,291,400	137,562,750
11.0	% Water Loss (line 10 divided by line 6)	-3.39%	-8.39%	8.29%	5.54%	15.62%	7.51%	6.56%	18.30%	7.98%	18.96%	9.97%	-1.45%	7.41%



Annual Water Balance Summary														
line #	Utility Name:	City of Lake Worth												
	Permit Name:	Lake Worth Utilities												
	Reporting Period:	2016												
	Water Use Permit #:	50-00234-W												
	Name of Person Completing Form:	Timothy Sloan												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1.0	Total Raw Water Withdrawn (should match pumpage reports submitted to SFWMD) <b>RO Plant operates at 75% recovery</b>	182,157,000	166,601,000	197,010,000	218,620,000	179,657,000	190,285,000	211,294,000	200,460,000	181,135,000	190,140,000	211,240,000	211,370,642	2,339,969,642
2.0	Volume of Finished Water Produced	148,929,464	139,582,696	159,737,512	166,048,488	166,600,352	155,246,328	177,567,735	166,164,425	153,922,328	161,750,264	173,867,601	162,162,616	1,931,579,809
3.0	Treatment Losses (subtract line 2 from line 1)	33,227,536	27,018,304	37,272,488	52,571,512	13,056,648	35,038,672	33,726,265	34,295,575	27,212,672	28,389,736	37,372,399	49,208,026	408,389,833
4.0	% Treatment Loss (divide line 3 by line 1)	18.24%	16.22%	18.92%	24.05%	7.27%	18.41%	15.96%	17.11%	15.02%	14.93%	17.69%	23.28%	17.45%
5.0	Total Volume of Water Imported (if applicable) <b>Bulk PBC purchase</b>													0
6.0	System Input (Finished Water Produced plus Total Water Imported) (line 2 plus line 5)	149,281,800	140,698,600	160,415,100	162,818,700	166,505,300	152,007,400	174,422,800	165,986,400	153,285,300	160,360,900	172,713,600	163,305,200	1,921,801,100
7.0	Billed Authorized Consumption (total volume of water billed including Exports-if applicable)	141,046,700	124,544,700	129,832,600	131,539,435	139,951,397	142,186,650	137,227,582	147,452,479	134,973,976	132,602,888	126,433,589	151,040,827	1,638,832,823
8.0	Unbilled Authorized Consumption (include estimates of fire protection, line flushing, and other utility-authorized non-billed uses). An estimate of 1.25% of the System Input can be used if no other data is available.	11,151,000	8,730,900	11,535,100	11,297,000	15,600,050	7,968,600	5,335,300	5,978,750	19,018,450	24,330,750	28,019,750	3,142,805	152,108,455
9.0	Total Authorized Consumption (Billed Authorized Consumption plus Unbilled Authorized Consumption) (line 7 plus line 8)	152,197,700	133,275,600	141,367,700	142,836,435	155,551,447	150,155,250	142,562,882	153,431,229	153,992,426	156,933,638	154,453,339	154,183,632	1,790,941,278
10.0	Total Water Losses (Line 6 minus line 9)	-2,915,900	7,423,000	19,047,400	19,982,265	10,953,853	1,852,150	31,859,918	12,555,171	-707,126	3,427,262	18,260,261	9,121,568	130,859,822
11.0	% Water Loss (line 10 divided by line 6)	-1.95%	5.28%	11.87%	12.27%	6.58%	1.22%	18.27%	7.56%	-0.46%	2.14%	10.57%	5.59%	6.81%

Annual Water Balance Summary														
line #	Utility Name:	City of Lake Worth												
	Permit Name:	Lake Worth Utilities												
	Reporting Period:	2017												
	Water Use Permit #:	50-00234-W												
	Name of Person Completing Form:	Timothy Sloan												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1.0	Total Raw Water Withdrawn (should match pumpage reports submitted to SFWMD) <b>RO Plant operates at 75% recovery</b>	208,939,974	188,072,156	202,528,062	208,932,464	208,196,707	192,610,917	203,031,952	204,459,728	198,385,336	194,597,031	175,764,869	190,208,236	2,375,727,432
2.0	Volume of Finished Water Produced	167,747,576	147,883,818	159,697,358	163,812,056	165,315,504	151,029,976	161,349,752	160,727,704	156,427,792	153,341,368	138,392,136	150,446,832	1,876,171,872
3.0	Treatment Losses (subtract line 2 from line 1)	41,192,398	40,188,338	42,830,704	45,120,408	42,881,203	41,580,941	41,682,200	43,732,024	41,957,544	41,255,663	37,372,733	39,761,404	499,555,560
4.0	% Treatment Loss (divide line 3 by line 1)	19.71%	21.37%	21.15%	21.60%	20.60%	21.59%	20.53%	21.39%	21.15%	21.20%	21.26%	20.90%	21.03%
5.0	Total Volume of Water Imported (if applicable) <b>Bulk PBC purchase</b>													0
6.0	System Input (Finished Water Produced plus Total Water Imported) (line 2 plus line 5)	170,136,200	152,894,700	165,594,500	169,715,000	168,761,000	153,638,100	165,547,500	167,161,900	161,065,200	158,851,800	142,783,000	151,612,400	1,927,761,300
7.0	Billed Authorized Consumption (total volume of water billed including Exports-if applicable)	146,285,852	132,186,726	133,284,397	137,818,600	147,386,128	143,678,796	144,059,652	143,855,074	133,525,879	150,193,537	137,839,626	116,826,127	1,666,940,394
8.0	Unbilled Authorized Consumption (include estimates of fire protection, line flushing, and other utility-authorized non-billed uses). An estimate of 1.25% of the System Input can be used if no other data is available.	16,815,300	12,708,450	15,756,550	14,697,971	14,011,893	21,942,750	15,143,161	26,473,400	27,760,044	17,766,350	9,374,800	16,215,900	208,666,569
9.0	Total Authorized Consumption (Billed Authorized Consumption plus Unbilled Authorized Consumption) (line 7 plus line 8)	163,101,152	144,895,176	149,040,947	152,516,571	161,398,021	165,621,546	159,202,813	170,328,474	161,285,923	167,959,887	147,214,426	133,042,027	1,875,606,963
10.0	Total Water Losses (Line 6 minus line 9)	7,035,048	7,999,524	16,553,553	17,198,429	7,362,979	-11,983,446	6,344,687	-3,166,574	-220,723	-9,108,087	-4,431,426	18,570,373	52,154,337
11.0	% Water Loss (line 10 divided by line 6)	4.13%	5.23%	10.00%	10.13%	4.36%	-7.80%	3.83%	-1.89%	-0.14%	-5.73%	-3.10%	12.25%	2.71%

Annual Water Balance Summary														
line #	Utility Name:	City of Lake Worth												
	Permit Name:	Lake Worth Utilities												
	Reporting Period:	2018												
	Water Use Permit #:	50-00234-W												
	Name of Person Completing Form:	Timothy Sloan												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1.0	Total Raw Water Withdrawn (should match pumpage reports submitted to SFWMD) <b>RO Plant operates at 75% recovery</b>	183,610,496	185,136,432	209,707,544	206,521,040	181,368,448	169,749,956	185,919,933	205,092,264	196,879,135	204,763,501	187,379,144	179,765,244	2,295,893,137
2.0	Volume of Finished Water Produced	156,633,120	153,826,560	172,924,680	168,896,304	154,426,992	144,419,688	158,434,968	169,469,472	164,369,056	166,033,800	152,003,568	152,522,720	1,913,960,928
3.0	Treatment Losses (subtract line 2 from line 1)	26,977,376	31,309,872	36,782,864	37,624,736	26,941,456	25,330,268	27,484,965	35,622,792	32,510,079	38,729,701	35,375,576	27,242,524	381,932,209
4.0	% Treatment Loss (divide line 3 by line 1)	<b>14.69%</b>	<b>16.91%</b>	<b>17.54%</b>	<b>18.22%</b>	<b>14.85%</b>	<b>14.92%</b>	<b>14.78%</b>	<b>17.37%</b>	<b>16.51%</b>	<b>18.91%</b>	<b>18.88%</b>	<b>15.15%</b>	<b>16.64%</b>
5.0	Total Volume of Water Imported (if applicable) <b>Bulk PBC purchase</b>													0
6.0	System Input (Finished Water Produced plus Total Water Imported) (line 2 plus line 5)	156,633,120	153,826,560	172,924,680	168,896,304	154,426,992	144,419,688	158,434,968	169,469,472	164,369,056	166,033,800	152,003,568	152,522,720	1,913,960,928
7.0	Billed Authorized Consumption (total volume of water billed including Exports-if applicable)	140,188,500	125,833,300	136,456,200	142,412,300	129,916,500	126,253,900	133,941,400	132,649,400	139,855,100	148,954,400	139,422,900	128,782,600	1,624,666,500
8.0	Unbilled Authorized Consumption (include estimates of fire protection, line flushing, and other utility-authorized non-billed uses). An estimate of 1.25% of the System Input can be used if no other data is available.	9,710,900	13,649,350	12,340,400	15,621,044	13,904,200	13,845,500	13,202,450	13,930,674	14,025,895	8,132,527	9,663,712	7,828,400	145,855,052
9.0	Total Authorized Consumption (Billed Authorized Consumption plus Unbilled Authorized Consumption) (line 7 plus line 8)	149,899,400	139,482,650	148,796,600	158,033,344	143,820,700	140,099,400	147,143,850	146,580,074	153,880,995	157,086,927	149,086,612	136,611,000	1,770,521,552
10.0	Total Water Losses (Line 6 minus line 9)	6,733,720	14,343,910	24,128,080	10,862,960	10,606,292	4,320,288	11,291,118	22,889,398	10,488,061	8,946,873	2,916,956	15,911,720	143,439,376
11.0	% Water Loss (line 10 divided by line 6)	<b>4.30%</b>	<b>9.32%</b>	<b>13.95%</b>	<b>6.43%</b>	<b>6.87%</b>	<b>2.99%</b>	<b>7.13%</b>	<b>13.51%</b>	<b>6.38%</b>	<b>5.39%</b>	<b>1.92%</b>	<b>10.43%</b>	<b>7.49%</b>

Annual Water Balance Summary														
line #	Utility Name:	City of Lake Worth												
	Permit Name:	Lake Worth Utilities												
	Reporting Period:	2019												
	Water Use Permit #:	50-00234-W												
	Name of Person Completing Form:	Timothy Sloan												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1.0	Total Raw Water Withdrawn (should match pumpage reports submitted to SFWMD)RO Plant operates at 75% recovery	188,500,437	168,829,219	193,545,136	202,601,416	203,309,688	198,660,840	211,700,044	208,263,596	192,545,528	229,721,388	194,941,548	196,114,272	2,388,733,112
2.0	Volume of Finished Water Produced	149,067,896	131,718,744	149,745,344	159,345,666	162,053,814	158,514,376	164,670,152	159,640,104	174,426,322	188,562,498	167,497,982	160,748,094	1,925,990,992
3.0	Treatment Losses (subtract line 2 from line 1)	39,432,541	37,110,475	43,799,792	43,255,750	41,255,874	40,146,464	47,029,892	48,623,492	18,119,206	41,158,890	27,443,566	35,366,178	462,742,120
4.0	% Treatment Loss (divide line 3 by line 1)	20.92%	21.98%	22.63%	21.35%	20.29%	20.21%	22.22%	23.35%	9.41%	17.92%	14.08%	18.03%	19.37%
5.0	Total Volume of Water Imported (if applicable)Bulk PBC purchase													0
6.0	System Input (Finished Water Produced plus Total Water Imported) (line 2 plus line 5)	154,961,500	137,421,100	156,829,500	165,546,400	162,727,800	156,884,300	167,212,600	163,048,200	176,993,100	191,920,900	167,497,982	160,748,094	1,961,791,476
7.0	Billed Authorized Consumption (total volume of water billed including Exports-if applicable)	143,406,500	126,193,000	128,644,100	134,736,200	145,258,700	150,783,000	144,521,600	139,622,900	130,344,300	144,056,000	132,357,700	137,583,700	1,657,507,700
8.0	Unbilled Authorized Consumption (include estimates of fire protection, line flushing, and other utility-authorized non-billed uses). An estimate of 1.25% of the System Input can be used if no other data is available.	8,307,500	8,082,450	8,944,550	8,159,300	10,999,750	12,074,100	16,055,886	20,727,495	26,681,175	27,242,200	19,555,880	15,098,200	181,928,486
9.0	Total Authorized Consumption (Billed Authorized Consumption plus Unbilled Authorized Consumption) (line 7 plus line 8)	151,714,000	134,275,450	137,588,650	142,895,500	156,258,450	162,857,100	160,577,486	160,350,395	157,025,475	171,298,200	151,913,580	152,681,900	1,839,436,186
10.0	Total Water Losses (Line 6 minus line 9)	3,247,500	3,145,650	19,240,850	22,650,900	6,469,350	-5,972,800	6,635,114	2,697,805	19,967,625	20,622,700	15,584,402	8,066,194	122,355,290
11.0	% Water Loss (line 10 divided by line 6)	2.10%	2.29%	12.27%	13.68%	3.98%	-3.81%	3.97%	1.65%	11.28%	10.75%	9.30%	5.02%	6.24%

## EXHIBIT 2

City of Lake Worth Beach

### 10 Year Water Supply Facilities Work Plan

#### Associated Comprehensive Plan Amendment - Goals, Objectives and Policies

As a reference, the following represents Comprehensive Plan associated amendments related to the City's 10-Year Water Supply Facilities Work Plan Update and are in **bold and underline** (proposed new provisions) or ~~strikethrough~~ (proposed deleted provisions) format.

As GOPs are often amended outside of the cycle for Water Supply Plan amendments (i.e. Evaluation and Appraisal Report amendments every seven (7) years), these GOPs are being provided as reference and not made part of the officially adopted Water Supply Facility Work Plan. These amendments will be processed concurrently with, but not made part of, the WSP update.

#### INFRASTRUCTURE ELEMENT

- Policy 4.1.1.3: The City will continue to provide annual review of system demand and supply, and to update facility demand and capacity information based on issuance of development permits. **The City will also prepare and include considerations of being a regional provider that may sell water in the future.**
- Policy 4.1.7.3: The City will maintain a water supply facilities work plan that is coordinated with SFWMD's ~~2018~~ *Lower East Coast Regional Water Supply Plan* and Palm Beach County by updating its own work plan within 18 months of an update to SFWMD's ~~2018~~ *Lower East Coast Regional Water Supply Plan*.
- Policy 4.1.7.4: By March, 202~~7~~<sup>5</sup>, the City shall coordinate with SFWMD and **update** ~~develop~~ **the City's** a 10-year water supply facilities work plan considering **the** Lower East Coast (LEC) Regional Water Supply Plan. The City hereby adopts by reference the "*City of Lake Worth 20~~20~~<sup>14</sup> 10-Year Water Supply **Facilities Work Plan***", dated ~~December~~ 2014. The City shall send a letter to SFWMD which identifies projects for future water supply needs of the City. Projects must be selected from the LEC Regional Water Supply Plan or must be prior approved by SFWMD.

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ORDINANCE NO. 2020-09 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING POLICIES IN THE INFRASTRUCTURE ELEMENT OF THE CITY'S COMPREHENSIVE PLAN AND ADOPTING THE 2020 WATER SUPPLY PLAN BY REFERENCE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. BY INCORPORATING A WATER SUPPLY PLAN AND AMENDING THE INFRASTRUCTURE ELEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Florida Community Planning Act, Chapter 163, Part II, section 163.3161, *et seq.*, Florida Statutes (The Act), requires each municipality to adopt a comprehensive plan and authorizes amendments thereto; and

WHEREAS, the City previously adopted an Evaluation and Appraisal Report (EAR) comprehensive plan amendment on October 17, 2017; and

WHEREAS, in the 2017 EAR amendment, the City adopted its 2014 10-Year Water Supply Facilities Work Plan (Water Supply Plan) to coordinate with the South Florida Water Management District's (SFWMD) Lower East Coast (LEC) Water Supply Plan; and

WHEREAS, in accordance with Section 373.709 and Section 163.3177(6)(c)3, Florida Statutes, the City's Water Supply Plan must be updated when SFWMD updates its LEC Water Supply Plan; and

WHEREAS, SFWMD adopted updates to its LEC Water Supply Plan in November 2018; and

WHEREAS, the City must now adopt updates to its Water Supply Plan; and

WHEREAS, on June 17, 2020, the City of Lake Worth Beach Planning and Zoning Board, sitting as the Local Planning Agency, recommended for approval the proposed update to the Water Supply Plan and associated comprehensive plan amendments, attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, on June 10, 2020, the City Historic Resources Preservation Board also recommended for approval the attached update to the Water Supply Plan and associated comprehensive plan amendments; and

WHEREAS, the City Commission has considered the attached update to the Water Supply Plan and associated comprehensive plan amendments; the report prepared by Mock Roos & Associates, Inc.; and, the recommendations of staff, the Local Planning Agency and the Historic Resources Preservation Board; and

41 WHEREAS, the City Commission finds amending the comprehensive  
42 plan by incorporating the attached update to the Water Supply Plan and adopting  
43 the associated comprehensive plan amendments is in the best interests of the  
44 city and serves a valid public purpose.

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

47 Section 1. The foregoing recitals are true and accurate and are expressly  
48 incorporated herein by reference and made a part hereof.

49 Section 2. The City's comprehensive plan is amended by incorporating the  
50 Water Supply Plan, dated May 2020, and adopting the associated  
51 comprehensive plan amendments attached hereto as Exhibit "A" and  
52 incorporated herein. The associated amendments amend the Infrastructure  
53 Element.

54 Section 3. The City Manager or designee shall provide this ordinance and all  
55 other necessary documents to the Florida Department of Economic Opportunity  
56 and other reviewing agencies in accordance with section 163.3184(3), Florida  
57 Statutes.

58 Section 4. All ordinances or parts of ordinances in conflict herewith are hereby  
59 repealed.

60 Section 5. If any provision of this ordinance or the application thereof to any  
61 person or circumstances is held invalid, such invalidity shall not affect other  
62 provisions or applications of this Ordinance which can be given effect without  
63 the invalid provision or application, and to this end the provisions of this  
64 ordinance are declared to be severable.

65 Section 6. Pursuant to section 163.3184(3)(c)4, Florida Statutes, this  
66 ordinance does not become effective until 31 days after the state land planning  
67 agency notifies the City that the plan amendment package is complete. If this  
68 ordinance as a comprehensive plan amendment is timely challenged, this  
69 ordinance does not become effective until the state land planning agency or the  
70 Administration Commission enters a final order determining the adopted  
71 amendment to be in compliance. No development orders, development permits,  
72 or land uses dependent on this ordinance may be issued or commenced before  
73 it has become effective.

74 The passage of this ordinance on first reading was moved by  
75 Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,  
76 and upon being put to a vote, the vote was as follows:

77 Mayor Pam Triolo  
78 Vice Mayor Andy Amoroso  
79 Commissioner Scott Maxwell  
80 Commissioner Omari Hardy  
81 Commissioner Herman Robinson

82 The Mayor thereupon declared this ordinance duly passed on first reading  
83 on the \_\_\_ day of \_\_\_\_\_, 2020.

84  
85 The passage of this ordinance on second reading was moved by  
86 Commissioner \_\_\_\_\_, seconded by Commissioner  
87 \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- 88
- 89 Mayor Pam Triolo
- 90 Vice Mayor Andy Amoroso
- 91 Commissioner Scott Maxwell
- 92 Commissioner Omari Hardy
- 93 Commissioner Herman Robinson

94 The Mayor thereupon declared this ordinance duly passed on the \_\_\_ day  
95 of \_\_\_\_\_, 2020.

96 LAKE WORTH BEACH CITY COMMISSION

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

101 ATTEST:

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103  
104 \_\_\_\_\_  
105 Deborah M. Andrea, CMC, City Clerk



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** July 7, 2020

**DEPARTMENT:** City Commission

**TITLE:**

Resolution No. 23-2020 – urging the Palm Beach County Board of County Commissioners to rename “Dixie Highway”

**SUMMARY:**

That one of the first highways in the South, and one the first highways in Florida, was named “Dixie” was not an accident, but a purposeful assertion of white supremacy at a time when Black people struggled to assert their humanity and dignity and equality during the Jim Crow era. Commissioner Hardy therefore asks this body to approve a resolution urging the County Commission to rename the highway from the south county line to the north county line, except for the portion of it that runs through the City of Riviera Beach, which was recently renamed after President Barack Obama, America’s first Black president.

**BACKGROUND AND JUSTIFICATION:**

The word “Dixie” is freighted with racist associations ranging from Southern slave owners and the Confederacy to the Ku Klux Klan and white supremacy more broadly. Though it is of obscure origin, the word has served as a term of endearment for the “South” by the Confederacy and its supporters from at least 1861 to today.

The song “Dixie” was known as the unofficial anthem of the Confederacy, and it boasts a line reminiscent of slavery, stating, “I wish I was in the land of the cotton/ Old times there are not forgotten.” Indeed, those old times are not forgotten whenever one sees or hears the word, “Dixie.” The writer of the original “Dixie” song, Daniel Decatur Emmet, often performed the song in blackface, a racist caricature of African-Americans.

In 2015, the City of Riviera Beach, in its jurisdiction, renamed “Dixie Highway” to “President Barack Obama Highway,” recognizing its painful history as the dividing line between segregated black and white neighborhoods in Riviera Beach. Then Riviera Beach Mayor, Thomas Masters, said of the decision, “It was an insult to have a street named Old Dixie in the heart of an African-American community. Old Dixie represented hatred and racism, evil and bigotry, segregation and the Ku Klux Klan.” Mayor Masters did not err when he described what Old Dixie represented, and the associations that he attributed to “Dixie,” those of hatred, racism, evil, bigotry, segregation, and the Ku Klux Klan, persist today.

In 2017 the City of Hollywood was next in the national movement to take down Confederate monuments and voted to remove and change the outdated and offensive street names “Forrest,” “Lee,” and “Hood,” all of which were painful reminders of Confederate generals and founders of the Ku Klux Klan. The City adopted new names for these streets, names that reflected the City’s commitment to America’s core aspirations - “Freedom,” “Hope,” and “Liberty.”

In 2019, the Miami Dade County Board of County Commissioners began discussing the possibility of renaming “Dixie Highway” in Miami-Dade County, and in February 2020, the Board voted unanimously to rename it.

In February 2020, the Broward County Board of County Commissioners agreed that “Dixie Highway” should be renamed, and committed to working with the cities through which the highway runs to rename it.

Commissioner Hardy contends that the name “Dixie Highway” is indefensible and that people of good will, especially the elected representatives of a diverse community, should be able to agree that the highway bisecting the City of Lake Worth Beach should bear a different name. He believes that the name should reflect the City’s commitment to restorative justice, to righting the wrongs committed against marginalized communities. Hence, Commissioner Hardy supports naming the highway after either the indigenous Jaega people, on whose land we live today, or Fannie and Sam James, the two former slaves who settled here in 1885 and are generally understood to be the City’s founders. He maintains an open mind to names other than those mentioned here and in the attached resolution.

Moreover, Commissioner Hardy feels that it is not enough to rename the stretch of “Dixie Highway” that runs through Lake Worth Beach. He feels that the highway should be renamed everywhere. He therefore asks the Lake Worth City Commission to approve a resolution urging the County Commission to rename “Dixie Highway” from the south county line to the north county line, except for the portion of it that runs through the City of Riviera Beach, which was recently renamed after President Barack Obama, America’s first Black president.

**MOTION:**

Move to approve/disapprove Resolution 23-2020 urging the Palm Beach County Board of County Commissioners to rename “Dixie Highway”.

**ATTACHMENT(S):**

Fiscal Impact Analysis- N/A  
Resolution 23-2020

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3 RESOLUTION NO. 23-2020 OF THE CITY OF LAKE WORTH BEACH  
4 URGING THE PALM BEACH COUNTY BOARD OF COUNTY  
5 COMMISSIONERS TO RENAME "DIXIE HIGHWAY" AND CEASE  
6 UPHOLDING THE STATE OF FLORIDA'S SHAMEFUL AND RACIST  
7 HISTORY IN THE CONFEDARACY, SLAVERY, AND WHITE  
8 SUPREMACY AND PROMOTE INSTEAD A NEW ERA OF HEALING AND  
9 RACIAL EQUALITY.

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11 **WHEREAS**, "Dixie Highway" is a result of millionaire Carl G. Fisher's idea in 1914  
12 to encourage travel from the Midwest to Miami Beach long before President Dwight E.  
13 Eisenhower's creation of the interstate highway system and completed in Palm Beach,  
14 Broward, and Miami-Dade counties in 1915; and

15 **WHEREAS**, the term "Dixie" has a long racist history propping up the movements  
16 of the confederacy, southern slave owners, the Ku Klux Klan, and white supremacy. The  
17 term "Dixie" since its introduction has served as a term of endearment for the "South" by  
18 the Confederacy and its' supporters then and now. The song "Dixie" known as the  
19 unofficial anthem of the Confederacy also boasts a line that is reminiscent of slavery  
20 stating, "I wish I was in the land of the cotton/ Old times there are not forgotten." The  
21 writer of the original "Dixie" song, Daniel Decatur Emmet, performed the song often in  
22 racist caricature of the minstrel blackface; and

23 **WHEREAS**, "Dixie Highway" was one of two streets that divided the African-  
24 American community in Lake Worth Beach from the rest of the community; and

25 **WHEREAS**, in 2015, the City of Riviera Beach in their jurisdiction renamed "Dixie  
26 Highway" to "President Barack Obama Highway" recognizing the painful history the name  
27 brought to residents of the segregation between black and white neighborhoods. Riviera  
28 Beach Mayor Thomas Masters at the time of the decision said, "It was an insult to have  
29 a street named Old Dixie in the heart of an African-American community. Old Dixie  
30 represented hatred and racism, evil and bigotry, segregation and the Ku Klux Klan."; and

31 **WHEREAS**, in 2017 the City of Hollywood was next in the national movement to  
32 take down Confederate monuments and voted to replace the outdated and offensive  
33 street names of "Forrest", "Lee", and "Hood" that were painful reminders of Confederacy  
34 generals and the founder of the Ku Klux Klan to the new names of "Freedom", "Hope",  
35 and "Liberty" streets; and

36 **WHEREAS**, in 2017 State Representative Shevrin Jones of District 101,  
37 encouraged localities throughout Florida to rename their portions of "Dixie Highway"  
38 stating that, "It does not represent who we are and what we stand for as a country today.  
39 Monuments went up after the Civil War to tell blacks, "This will always remain the South".

40 **WHEREAS**, in 2019 initiated by Commissioner Dennis Moss, members of the  
41 Miami Dade County Board of County Commissioners began deliberating the renaming of  
42 the portion of "Dixie Highway" that runs through Miami-Dade County; and

43 **WHEREAS**, in February 2020, the Miami-Dade County Board of County  
44 Commissioners voted unanimously to rename the portion of "Dixie Highway" that runs  
45 through Miami-Dade County; and

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**WHEREAS**, in February 2020, the Broward County Board of County Commissioners agreed that “Dixie Highway” should be renamed, and committed to working with the cities through which the highway runs to rename it; and

**WHEREAS**, the City Commission of Lake Worth Beach wishes to urge the Palm Beach County Board of County Commissioners to rename the portion of “Dixie Highway” that runs through Palm Beach County and abandon the outdated and painful reminder of violent oppression and segregation that the name symbolizes.

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

**SECTION 1.** Each of the above recitals are hereby incorporated herein.

**SECTION 2.** The Lake Worth Beach City Commission believes in restorative justice and urges the Palm Beach County Board of County Commissioners to rename “Dixie Highway,” the outdated and painful reminder of racist oppression, and promote healing and racial equity in Palm Beach County.

**SECTION 3.** The Lake Worth Beach City Commission believes that Dixie Highway should be named after Fannie and Sam James, the former slaves who settled in what is today known as Lake Worth Beach and who are generally recognized to have founded the City of Lake Worth Beach.

**SECTION 4.** This resolution shall become effective immediately upon its adoption.

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

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

Mayor Pam Triolo thereupon declared this resolution duly passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, 2020.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, CMC, City Clerk

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** July 7, 2020

**DEPARTMENT:** City Commission

**TITLE:**

Resolution No. 24-2020 – presenting a request in support of Body Worn Cameras (BWC) and the funding thereof to the Palm Beach County Board of County Commissioners

**SUMMARY:**

The City of Lake Worth Beach encourages the Board of County Commissioners to proceed as soon as can be reasonably expected with the funding and implementation coordination of BWC for the Palm Beach county Sheriff's Office

**BACKGROUND AND JUSTIFICATION:**

The use of BWC by police agencies became more prevalent after the Ferguson, Missouri shooting in 2014 and following the George Floyd shooting this year, concerns regarding police use of force lead to mass protests and demonstrations across the Country. It is understood that BWC in and of themselves is not a solution but can be an important tool along with best practices in police policies, procedures and training.

**MOTION:**

Move to approve/disapprove Resolution No. 24-2020 – presenting a request in support of body cameras and the funding thereof to the Palm Beach County Board of County Commissioners.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 24-2020

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RESOLUTION 24-2020 OF THE CITY OF LAKE WORTH BEACH URGING THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS TO PROVIDE FUNDING TO AND COORDINATION WITH THE PALM BEACH COUNTY SHERIFF’S OFFICE FOR THE IMPLEMENTATION AND USE OF BODY WORN CAMERAS.

WHEREAS, Body Worn Cameras (“BWC”) can provide an additional source of documentation and information regarding the interactions among and between officers and citizens, and,

WHEREAS, Policing Agencies across the country have implemented the use of BWC as part of efforts to provide accountability and build trust, and,

WHEREAS, the use of BWC by Police Agencies became more prevalent after the Ferguson, Missouri shooting in 2014, and,

WHEREAS, following the George Floyd shooting this year, concerns regarding Police Use of Force lead to mass protests and demonstrations across the Country, and,

WHEREAS, it is understood that BWC in and of themselves are not a solution but can be an important tool along with best practices in Police policies, procedures and training, and,

WHEREAS, the Palm Beach County Sheriff’s Office has been and is committed to providing high quality and professional police services to the citizens of Palm Beach County and the City of Lake Worth Beach as demonstrated through the “Eight Can’t Wait” program, and,

WHEREAS, The City of Lake Worth Beach as a contract participant with the Palm Beach County Sheriff’s Office understands that the Palm Beach County Board of County Commissioners may be considering implementing BWC,

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

**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

**SECTION 2.** The City of Lake Worth Beach believes that an opportunity exists to utilize technology as a tool to help foster trust and better accountability among the citizens and Sheriff’s Office personnel



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** July 7, 2020

**DEPARTMENT:** Finance

**TITLE:**

Resolution No. 25-2020 - City of Lake Worth Beach Non-Ad Valorem Revenue Bonds, Series 2020A and Taxable Series 2020B

**SUMMARY:**

Approve Award Resolution in order to issue City of Lake Worth Beach Non-Ad Valorem Revenue Bonds, Series 2020A and Taxable Series 2020B.

**BACKGROUND AND JUSTIFICATION:**

In order to issue the above-referenced Bonds, the final step in the City Commission process is to pass the Award Resolution. The Bonds will be used for the purposes of financing and refinancing the acquisition and construction of certain capital improvements in and for the City and financing certain other of costs of the City. The Award Resolution authorizes the sale of the Bonds and the execution of a Bond Purchase Contract.

**MOTION:**

Move to approve Resolution No. 25-2020 - City of Lake Worth Beach Non-Ad Valorem Revenue Bonds, Series 2020A and Taxable Series 2020B

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 25-2020



**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
Debt Service	0	\$1.075M	\$1.075M\$	1.075M\$	1.075M
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
 Net Fiscal Impact	 0	 0	 0	 0	 0
 No. of Adn'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

**C. Department Fiscal Review:**

The fiscal impact of this resolution is the incurrence of annual debt service approximating \$1.075 million. This amount will change depending upon the final interest rate, the amount borrowed, the amounts included in taxable and non-taxable trenches, and the amortization periods of each individual project as a weighted average of the total issuance.

**RESOLUTION NO. 25-2020**

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING AND SUPPLEMENTING RESOLUTION NO. 20-2020 OF THE CITY; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$27,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF LAKE WORTH BEACH, FLORIDA NON-AD VALOREM REVENUE BONDS, SERIES 2020A AND TAXABLE SERIES 2020B, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING THE ACQUISITION OF CERTAIN CAPITAL IMPROVEMENTS IN AND FOR THE CITY AND FINANCING CERTAIN COSTS OF THE CITY ; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING CERTAIN TERMS AND DETAILS OF SUCH BONDS, INCLUDING AUTHORIZING A NEGOTIATED SALE OF SAID BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT THERETO UPON COMPLIANCE WITH CERTAIN PARAMETERS; APPOINTING THE PAYING AGENT AND REGISTRAR WITH RESPECT TO SAID BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING THE PURCHASE OF BOND INSURANCE AND THE EXECUTION AND DELIVERY OF AN INSURANCE AGREEMENT WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, as follows:**

**SECTION 1. FINDINGS.** It is hereby found and determined that:

(A) On June 2, 2020, the City Commission of the City of Lake Worth Beach, Florida (the "City" or "Issuer") duly adopted Resolution No. 20-2020 (the "Original Resolution"). All

capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Resolution.

(B) The Original Resolution, as supplemented hereby, is referred to herein as the "Bond Resolution."

(C) The Original Resolution provides for the issuance of the Bonds, upon meeting the requirements set forth in the Original Resolution.

(D) The City deems it to be in the best interests of its citizens and taxpayers to issue its Non-Ad Valorem Revenue Bonds, Series 2020A and Taxable Series 2020B (the "Bonds") for the purpose of financing and refinancing the acquisition and construction of certain capital improvements in and for the City and financing certain other costs of the City (the "Project," as described in the Original Resolution).

(E) The principal of and interest on the Bonds and all required sinking fund, reserve and other payments shall be limited obligations of the City, payable solely from the covenant to budget and appropriate Non-Ad Valorem Revenues set forth in the Original Resolution. The Bonds shall not constitute a general obligation, or a pledge of the faith, credit or taxing power of the City, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions, except to the extent specifically set forth in the Original Resolution. Neither the State of Florida, nor any political subdivision thereof, nor the City shall be obligated (1) to exercise its ad valorem taxing power in any form on any real or personal property of or in the City to pay the principal of the Bonds, the interest thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the City except from the Non-Ad Valorem Revenues, in the manner provided in the Original Resolution.

(F) Due to the present volatility of the market for tax-exempt obligations such as the Bonds, it is in the best interest of the City to sell the Bonds by a negotiated sale, allowing the City to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the City to obtain the best possible price and interest rate for the Bonds. The City acknowledges receipt of the information required by Section 218.385, Florida Statutes, in connection with the negotiated sale of the Bonds. A copy of the letter of the underwriter for said Bonds containing the aforementioned information is a condition precedent to the execution and delivery by the Issuer of the Purchase Contract referred to below.

(G) Raymond James & Associates, Inc. (the "Underwriter") expects to offer to purchase the Bonds from the City and submit a Bond Purchase Agreement in the form attached hereto as Exhibit A (the "Purchase Contract") expressing the terms of such offer, and, assuming compliance with the provisions of Section 5 hereof, the Issuer does hereby find and determine that it is in the best financial interest of the Issuer that the terms expressed in the Purchase Contract be accepted by the Issuer.

(H) The Original Resolution provides that the Bonds shall mature on such dates and in such amounts, shall bear such rates of interest, shall be payable in such places and shall be subject to such redemption provisions as shall be determined by Supplemental Resolution adopted by the City; and it is now appropriate that the City determine parameters for such terms and details.

**SECTION 2. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION.** This Supplemental Resolution is adopted pursuant to Articles II and V of the Original Resolution, the provisions of the Act (as defined in the Original Resolution), including Ordinance No. 2020-04, enacted June 2, 2020, and other applicable provisions of law.

**SECTION 3. AUTHORIZATION AND DESCRIPTION OF THE BONDS.** The City hereby determines to issue separate series of Bonds in an aggregate principal amount not exceeding \$27,000,000, the exact respective principal amounts to be as set forth in the Purchase Contract, to be known as its "Non-Ad Valorem Revenue Bonds, Series 2020A and Taxable Series 2020B," for the principal purpose of financing the Cost of the Project.

The Bonds shall be dated as of their date of delivery, shall be issued as fully registered Bonds, numbered consecutively from one upward in order of maturity with the prefix "R"; shall bear interest from their date of delivery, payable semi-annually, on January 1 and July 1 of each year, commencing on January 1, 2021, at such rates and maturing in such amounts on July 1 of such years as to be set forth in the Purchase Contract. The Bonds shall be issued in denominations of \$5,000 and any integral multiple thereof.

The Bonds shall be subject to redemption prior to maturity as set forth in the Purchase Contract. The Bonds shall be subject to a book-entry system of registration described in the Official Statement referenced below.

The City does not expect to utilize a reserve fund with respect to the Bonds, and the Reserve Fund Requirement with respect thereto shall be zero.

**SECTION 4. AUTHORIZATION OF THE PROJECT.** The acquisition and implementation of the Project (including the reimbursement to the Issuer of certain costs incurred with respect thereto), is hereby authorized by the Issuer.

**SECTION 5. SALE OF THE BONDS.** Upon delivery to the Mayor and the City Clerk of a Purchase Contract substantially in the form of Exhibit A attached hereto, evidencing:

- (A) Bonds in an aggregate principal amount not exceeding \$27,000,000;
- (B) A final maturity of the Bonds of not later than July 1, 2050;
- (C) A true interest cost with respect to the Bonds of not greater than 5.50% per annum;

- (D) Optional redemption of the Bonds beginning no later than July 1, 2030 at a price no greater than 100% of par; and
- (E) An Underwriter's discount not in excess of \$5.50 per \$1,000 of Bonds;

the Bonds shall be sold to the Underwriter pursuant to the Purchase Contract at the purchase price provided therein (including any original issue discounts or original issue premiums); all terms and conditions set forth in said Purchase Contract being hereby approved. Upon compliance with the foregoing, the Mayor is hereby authorized and directed to execute said Purchase Contract and to deliver the same to the Underwriter.

**SECTION 6. OFFICIAL STATEMENT; CONTINUING DISCLOSURE CERTIFICATE.**

(A) The form, terms and provisions of the Official Statement, dated the date of execution of the Purchase Contract, in substantially the form attached hereto as Exhibit B, which shall include the terms and provisions set forth in the executed version of the Purchase Contract, relating to the Bonds, be and the same hereby are approved with respect to the information therein contained. The Mayor and the City Clerk, upon execution of the Purchase Contract described above, are hereby authorized and directed to execute and deliver said Official Statement in the name and on behalf of the City, and thereupon to cause such Official Statement to be delivered to the Underwriter with such changes, amendments, omissions and additions as may be approved by the Mayor. The use of the Preliminary Official Statement, in the form attached hereto as Exhibit B, in the marketing of the Bonds is hereby authorized, and the Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Mayor, and the information contained therein are hereby authorized to be used in connection with the sale of the Bonds to the public. Execution by the Mayor and the City Clerk of the Official Statement shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions and additions. The Mayor and City Clerk are hereby authorized to deem the Preliminary Official Statement "final," within the meaning of Securities and Exchange Commission Rule 15c2-12, except for permitted omissions as described therein.

(B) In order to enable the Underwriter to comply with the provisions of SEC Rule 15c2-12 relating to secondary market disclosure, the Mayor is hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate in the name and on behalf of the City substantially in the form attached hereto as Exhibit C, with such changes, amendments, omissions and additions as shall be approved by the Mayor, her execution and delivery thereof being conclusive evidence of such approval.

**SECTION 7. APPOINTMENT OF REGISTRAR AND PAYING AGENT.** U.S. Bank National Association is hereby designated Registrar and Paying Agent for the Bonds. The Mayor and the City Clerk are hereby authorized to enter into any agreement which may be necessary to effect the transactions contemplated by this Section 7.

**SECTION 8. PURCHASE OF BOND INSURANCE POLICY.** The City expects to receive a commitment to provide a Bond Insurance Policy from a nationally-recognized bond insurer with respect to its issuance of the Bonds. In connection therewith, the Issuer hereby authorizes and directs, upon a determination by an Authorized Issuer Officer based upon the advice of the City's financial advisor that purchase of said Bond Insurance Policy results in savings to the City, the Mayor to execute and deliver an Insurance Agreement and a bond insurance commitment with said insurer, and the City Clerk to attest the same under the official seal of the City. The Insurance Agreement shall be in substantially the form of the Insurance Agreement attached hereto as Exhibit D, with such changes, amendments, modifications, omissions and additions as may be approved by the Mayor. Execution by the Mayor of the Insurance Agreement shall be deemed to be conclusive evidence of approval of such changes. All of the provisions of the Insurance Agreement, when executed and delivered by the City as authorized herein and when duly authorized, executed and delivered by the insurer, shall be deemed to be a part of this Supplemental Resolution as more fully and to the same extent as if incorporated verbatim herein.

**SECTION 9. GENERAL AUTHORITY.** The members of the City Commission of the City and the officers, attorneys and other agents or employees of the City and the City Clerk are hereby authorized to do all acts and things required of them by this Supplemental Resolution or the Original Resolution, or desirable or consistent with the requirements hereof or the Original Resolution, including the execution of such documents necessary to establish a book-entry system of registration with respect to the Bonds, for the full punctual and complete performance hereof or thereof. Each member, employee, attorney and officer of the City is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. The Mayor and/or the City Clerk are hereby authorized to execute such tax forms or agreements as shall be necessary to effect the transactions contemplated hereby, including designating Bond Counsel to assist or act as agent with respect thereto.

**SECTION 10. ORIGINAL RESOLUTION TO CONTINUE IN FORCE.** Except as herein expressly provided, the Original Resolution and all the terms and provisions thereof, including the covenants contained therein, are and shall remain in full force and effect.

**SECTION 11. SEVERABILITY AND INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, even though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or the Bonds issued hereunder.

**SECTION 12. EFFECTIVE DATE.** This Supplemental Resolution shall become effective immediately upon its adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the 7<sup>th</sup> day of  
July, 2020.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, CMC, City Clerk

**EXHIBIT A**

**FORM OF PURCHASE CONTRACT**



**EXHIBIT B**

**FORM OF OFFICIAL STATEMENT**

**EXHIBIT C**

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

**EXHIBIT D**

**FORM OF INSURANCE AGREEMENT**