



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, October 6, 2021,  
Immediately Following the  
Special Call Community  
Redevelopment Agency Board Meeting,  
Commission Chamber, Town Hall  
535 Park Avenue, Lake Park, FL 33403

<b>Michael O'Rourke</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>John Linden</b>	—	<b>Commissioner</b>
<b>Roger Michaud</b>	—	<b>Commissioner</b>
<hr style="border-top: 1px dashed black;"/>		
<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez, MMC</b>	—	<b>Town Clerk</b>

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. **CALL TO ORDER/ROLL CALL**
- B. **PLEDGE OF ALLEGIANCE**
- C. **SPECIAL PRESENTATION/REPORT:**
  - 1. 754 Park Avenue (Dedicated IT/NOBO Brewery) Status Update. Tab 1
- D. **PUBLIC COMMENT:**

This time is provided for addressing items that **do not** appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a **TOTAL** of three minutes.
- E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by **one** motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item

will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

- 2. September 21, 2021 Final Public Budget Hearing Minutes Tab 2
- 3. September 21, 2021 Special Call Commission Meeting Minutes Tab 3
- 4. Resolution 61-10-21 Approving the Submission and Authorizing the Mayor to Sign the Library’s Annual State Aid to Libraries Grant Agreement. Tab 4
- 5. Resolution 62-10-21 Recognizing Florida City Government Week October 19-24, 2021. Tab 5
- F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: None
- G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING: None
- H. NEW BUSINESS:
  - 6. Resolution 63-10-21 Approve Work Authorization for Water Resources Management Associated (WRMA) to Provide Professional Services Associated with a Department of Environmental Protection Grant Agreement for the Design of the 2<sup>nd</sup> Street Roadside Bioswales. Tab 6
  - 7. Resolution 64-10-21 Authorizing and Directing the Mayor to Execute a Contract With M&M Asphalt Maintenance Inc., d/b/a All County Paving for Maintenance Repair of Streets, Roads, and Sidewalks, and other Relate Services per the Terms and Conditions of City of Sunrise/All County’s Agreement Number 2020000111 (Cooperative Purchase). Tab 7
  - 8. Piggyback Palm Beach County and City of West Palm Beach Contract with Professional Video Repair Inc., for the Purchase of Audio/Video Equipment and Installation in the Commission Chamber and Mirror Ballroom. Tab 8
- I. PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.
- J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:
- K. REQUEST FOR FUTURE AGENDA ITEMS:
- L. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on October 20, 2021

# **Special Presentations /Reports**

# TAB 1





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: October 6, 2021**

**Agenda Item No. *Tab 1***

**Agenda Title: 754 Park Avenue (Dedicated IT/NOBO Brewery) Status Update.**

- SPECIAL PRESENTATION/REPORTS**     **CONSENT AGENDA**
- BOARD APPOINTMENT**                       **OLD BUSINESS**
- ORDINANCE**
- NEW BUSINESS**
- OTHER:** \_\_\_\_\_

**Approved by Town Manager** *[Signature]*      **Date:** *9-28-21*

*Nadia Di Tommaso / Community Development Director*  
Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Community Development</b></p>	<b>Costs:</b> N/A <b>Funding Source:</b> <b>Acct. #</b> <input type="checkbox"/> Finance _____	<b>Attachments:</b> <p style="text-align: center;">➔ <b>Presentation</b></p>
<b>Advertised:</b> Date: N/A Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone ___ <b>ND</b> ___ OR Not applicable in this case <b>Please initial one.</b>

**Summary Explanation/Background:**

At a prior meeting, the Commission requested a project status from the owner of 754 Park Avenue. While the Town Manager and Staff have been staying on top of the project and urging that it move forward quickly so that it can be completed, there have been numerous delays. The property owner, Aaron Underhill, prepared the enclosed presentation and will present it to the Commission.

**Recommended Motion: A motion is not required.**



Presented by:



July 2019 – Demolition permit

February 2020 – Foundation permit  
approval





April 2020 – Demolition and foundation  
construction completion





May 2020 – Demolition permit closed out and site inspection

August 2020 – Fire and Seacoast approval

September 2020 – Full building permit approval

December 2020 – Bank loan approval with Flagler







**January 2021 – Bank loan closed and funded**

**January 2021 – Bank loan draw #1 for demolition  
and foundation work**

Jan/Feb 2021 – Remobilization to site, grading  
and delivery and start of 1<sup>st</sup> floor block work





March 2021 – Bank loan draw #2 for Jan/Feb work  
March 2021 – Completion of 1<sup>st</sup> floor block work and forming of bearing beams. Pour columns and beams and fill cells. Pour beams, columns, bearing beams. Cure concrete (need required strength prior to setting of planks on large rear beam).









April 2021 – Bank loan draw #3 for March work

April 2021 – Set precast planks and start forming of topping slab. Passed inspection.









## May 2021 – Bank loan draw #4 for April work



May 2021 - Form and pour topping slab

and elevated slabs

Form and pour stairs to

2<sup>nd</sup> floor







**June 2021 – Construction halted due to rooftop engineering issues**

**July/Sept 2021**

- Re-engineering and update to precast Twin-T's
- Pricing of increased work priced too high
- Work on redesign to 12" precast plank from 10" plank
- Unable to obtain precast company to supply 12" plank
- Re-design for 10" plank; however, need to reduce load to allow 10" plank to work
- Remove concrete pavers and replace with a poured in place traffic rated roofing membrane
- Add increased quantity of roof drains to eliminate quantity of concrete needed to pitch to drains
- Revise structural, architectural, and plumbing drawings to reflect redesign
- Redo precast plank shop drawings

**Sept 2021 – Approval by engineering on new design with 10' planks**

**Sept 2021 – Initial completion date prior to rooftop delays, new date set for Jan 2022**

**Oct 2021 – 2<sup>nd</sup> floor block and set roof planks by end of October. Start TI work for DIT office.**

**Nov 2021 – Set rooftop bathroom and elevator planks**

**Jan 2022 – Site work and remaining building work completed**

**Feb 2022 – TI work completed**

**March 2022 – CO issued**







# **Consent Agenda**

# TAB 2



**Town of Lake Park Town Commission**

**Agenda Request Form**

Meeting Date: October 6, 2021

Agenda Item No. *Tab 2*

**Agenda Title: September 21, 2021 Final Public Hearing on the Budget Minutes.**

- SPECIAL PRESENTATION/REPORTS  **CONSENT AGENDA**
- BOARD APPOINTMENT  OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

Approved by Town Manager *[Signature]* Date: *9-29-21*

*Vivian Mendez, Town Clerk, MMC*

Name/Title

<b>Originating Department:</b>  <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Minutes</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case ____ <b>Please initial one.</b>

**Recommended Motion:** I move to approve the September 21, 2021 Final Public Hearing on the Budget Minutes.



**Minutes**  
**Town of Lake Park, Florida**  
**Final Public Budget Hearing**  
**Tuesday, September 21, 2021, 6:30 P.M.**  
**Town Hall Commission Chamber**  
**535 Park Avenue, Lake Park, Florida 33403**

The Town Commission met for the purpose of a Final Public Budget Hearing on Friday, September 21, 2021 at 6:30 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden and Roger Michaud, Town Manager John D'Agostino, Town Attorney Thomas Baird and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Ms. Lori Wolfe led the pledge of allegiance.

**PUBLIC HEARING:**

**\*\*\*\*\* OPEN PUBLIC BUDGET HEARING\*\*\*\*\***

**1. Resolution 57-09-21 Adopting the Millage Rate for Fiscal Year 2021-2022.**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE TOWN OF LAKE PARK FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; STATING THE ROLLED-BACK RATE FOR THE TOWN OF LAKE PARK; STATING THE PERCENT BY WHICH THE TOWN MILLAGE RATE EXCEEDS, IF ANY, THE ROLLED-BACK MILLAGE RATE; AND LEVYING FOR AD VALOREM TAXES ON ALL TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY IN THE TOWN OF LAKE PARK FOR FISCAL YEAR 2021/2022; PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager D'Agostino explained the item. He explained that the Budget team met with each individual Commission member to discuss the budget in detail. Vice-Mayor Glas-Castro asked if the Budget message was included on the website. Town Manager D'Agostino confirmed that the Budget message was included on the Town's website. Commissioner Linden asked questions regarding balancing the Sanitation budget by taking funds from Reserves. Commissioner Linden asked questions regarding the funds that were allocated for the vacant positions. Finance Director Lourdes Cariseo explained that outstanding invoices would be processed through the end of November and once the General Ledger were closed then any excess funds are placed in Fund Balance. This allows for the outstanding invoices to be paid from the corresponding fund. Commissioner Linden asked how much was in the Reserve Fund Balance. As the Finance Director reviewed the Comprehensive Annual Financial Report (CAFR), Town Manager D'Agostino explained that if the Town ever had a disaster the Town does not have enough funds saved to pull out of a disaster. Commissioner Linden expressed concerns regarding the Millage Rate not being lowered when the Town was receiving an additional

a bank to request a line of credit should we be faced with a disaster. Town Manager D’Agostino explained that local government are not allowed to operate in that manner. He stated that the Town would need to use its own funds and report to the State if it were unable to pay its debts. Commissioner Linden wanted to give relief to residents as a result of receiving additional funding. Finance Director Cariseo explained that there would not be a clear picture of what the accounts show until November when all the invoices are paid. She explained that in November staff would come back to the Commission with a final budget amendment.

Mayor O’Rourke explained why he was in favor of keeping the current Millage Rate.

**Motion: Vice-Mayor Glas-Castro moved to approve Resolution 57-09-21 setting the operating millage rate at 5.3474 mills for fiscal year 2021/2022; Commissioner Flaherty seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke	X		

Motion passed 5-0.

**2. Resolution 58-09-21 Adopting a Final Budget for Fiscal Year 2021-2022**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, MAKING SEPARATE AND SEVERAL APPROPRIATIONS FOR ITS NECESSARY OPERATING EXPENSES, THE EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE TOWN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.**

Town Manager D’Agostino explained the item.

**Motion: Commissioner Michaud moved to approve Resolution 58-09-21 adopting the budget for fiscal year 2021/2022; Commissioner Flaherty seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke	X		

Motion passed 5-0.

**\*\*\*\*\* CLOSE PUBLIC BUDGET HEARING\*\*\*\*\***

**PUBLIC COMMENT:**     **None**

**ADJOURNMENT:**

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Glas-Castro and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 7:02 p.m.

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Mayor Michael O'Rourke

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Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2021

# TAB 3





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date: October 6, 2021**

**Agenda Item No. *Tab 3***

**Agenda Title: September 21, 2021 Special Call Commission Meeting Minutes.**

- SPECIAL PRESENTATION/REPORTS  **CONSENT AGENDA**
- BOARD APPOINTMENT  OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

**Approved by Town Manager** *[Signature]* **Date:** *9-29-21*

*Vivian Mendez, Town Clerk, MMC*

Name/Title

<b>Originating Department:</b>  <p style="text-align: center;"><b>Town Clerk</b></p>	<b>Costs: \$ 0.00</b> <b>Funding Source:</b> <b>Acct. #</b> <input type="checkbox"/> Finance _____	<b>Attachments:</b> <b>Minutes</b> <b>Exhibits "A-B"</b>
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case ____ <b>Please initial one.</b>

**Recommended Motion:** I move to approve the September 21, 2021 Special Call Commission Meeting Minutes.



**Minutes  
Town of Lake Park, Florida  
Special Call Commission Meeting  
Tuesday, September 21, 2021  
Immediately Following the  
Final Public Budget Hearing,  
Town Hall Commission Chamber  
535 Park Avenue, Lake Park, Florida 33403**

The Town Commission met for the purpose of a Special Call Commission Meeting on Tuesday, September 21, 2021 at 7:03 P.M. Present were Mayor O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden and Roger Michaud, Town Manager John D'Agostino, Town Attorney Thomas Baird and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call. The Pledge of Allegiance was presented during the Final Public Hearing on the Budget.

**SPECIAL PRESENTATION/REPORT:**

**1. Proclamation Honoring Of Chelsea Wolfe**

Mayor O'Rourke presented Chelsea Wolfe with the proclamation. Ms. Wolfe thanked everyone and was extremely appreciative of the honor. She spoke of her riding BMX started by on the streets of Lake Park, which took her all the way to the 2020 Tokyo Olympics. She stated that it meant a lot to her to be recognized by her hometown and was looking forward to the 2024 Olympics.

**PUBLIC COMMENT:**

None

**CONSENT AGENDA:**

- 2. August 25, 2021 Commission Private Session with SDI Meeting Minutes**
- 3. September 1, 2021 Regular Commission Meeting Minutes**
- 4. September 10, 2021 First Public Hearing on the Budget Meeting Minutes**
- 5. September 10, 2021 Special Call Meeting Minutes**

**Motion: Commissioner Michaud moved to approve the Consent Agenda; Commissioner Linden seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**BOARD MEMBERSHIP NOMINATION:**

**6. Nomination for Appointment to the Planning & Zoning Board as a Regular Member**

Mr. Elizabeth Woolford introduced herself and thanked the Commission for their consideration.

**Motion: Commissioner Linden nominated Ms. Woolford as a regular member to the Planning & Zoning Board; Commissioner Michaud seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:**       None

**PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:**

**7. Ordinance 07-2021 Amending Section 78-2 of Chapter 78, Article I, Amending the Definition of the Term "Shed".**

Mayor O'Rourke verified that the Ordinance did not allow sheds to be dwelling units. Town Manager D'Agostino confirmed.

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-2 OF CHAPTER 78, ARTICLE I, AMENDING THE DEFINITION OF THE TERM "SHED"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Motion: Commissioner Linden moved to approve Ordinance 07-2021 on second reading; Commissioner Flaherty seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

Town Attorney Baird read the Ordinance by title only.

**NEW BUSINESS:**

**8. Resolution 59-09-21 Authorizing and Directing the Town Manager to Renew Property and Casualty Insurance Coverage through the Florida Municipal Insurance Trust for Fiscal Year 2022.**

Assist Town Manager/Human Resources Director Bambi Turner explained the item.

**Motion: Commissioner Linden moved to approve Resolution 59-09-21; Commissioner Michaud seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**9. Granting a Site Plan Application Waiver Pursuant to Resolution 33-04-20 to Allow For the Submittal and Processing of a Site Plan Application for Residential Development within the C-3 Zoning District.**

Community Development Director Nadia DiTommaso explained the item (see Exhibit "A"). She clarified that this item was a request for a waiver to permit an application during the pending Zoning In Progress (ZIP) to develop the outparcel into a foot quick services restaurant with drive-through and retail use located at the Twin Cities property. There was a letter included in the agenda item to assist in explaining the item.

Town Manager D'Agostino spoke against the project. Town Attorney Baird assisted the Commission in understanding the agenda item and the request before them. Mayor O'Rourke expressed concern with the request since the Town was still evaluating the use of the property. Vice-Mayor Glas-Castro asked when the Land Use Amendments and Rezoning be ready for review so that the Commission could consider lifting the Zoning in Progress. Community Development Director DiTommaso explained that staff was waiting on the final market analysis and financial feasibility study, which are expected in about a month. She explained once the information was ready, staff would resume its meetings with the Village of North Palm Beach to finalize the Land Development Regulations, to incorporate those conclusions. She explained that it would be the early part of 2022 before it was wrapped up.

Discussion ensued. Mr. David Millage representing the property owner OPV Northlake Promenade, LLC. was available to answer questions. Town Attorney Baird explained Commission options moving forward and its impacts.

**Motion: Commissioner Michaud moved to postpone the item until staff could bring forward a reason for the waiver; Vice-Mayor Glas-Castro seconded the motion.**

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

**PUBLIC COMMENT:**

None

**TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

**Town Attorney Baird** had no comments.

**Town Manager D'Agostino** made comments (see Exhibit "B").

**Commissioner Linden** visited the Rust Market over the weekend. He suggested that additional signage to promote the new parking lot on Foresteria Drive. He announced a new business on Park Avenue called Joshua's Deli. The opening would be on October 8, 2021 at 11:00 a.m.

**Commissioner Michaud** explained that radio station 97.5 K.V.J. Show aired lived from the Rust Market over the weekend and spoke about their experience on Monday's show. He hopes this helps to promote the event. He was a proponent of children in Lake Park being recognized and thanked Chelsea Wolfe for paving that path for children in the Town. He thanked her for representing the Town and our Country.

He went to the Grand Opening of the Pickleball Club last week and they were promoting both Tennis & Pickleball, so it appears to be going well. He thanked staff for everything they do and the Commission for working so well together.

**Commissioner Flaherty** congratulated the Wolfe Family for attending the meeting and representing the Town at the Olympics. He thanked staff for all their hard work in balancing the budget.

**Vice-Mayor Glas-Castro** asked for the game plan for Read for the Record. Library Director Judith Cooper explained that the book "Amy Wu and the Patchwork Dragon" would be read in three story walks, Kelsey Park, Lake Shore Park and Downtown Park Avenue; a video of the reading would be posted on the Library Facebook page; with a live feed on the day. Vice-Mayor Glas-Castro asked if the video would be spliced together so all the Commissioners would appear in one video. Town Manager D'Agostino would enlist other departments to assist with the event. The Library has purchased several hardcopy books and are awaiting the paperback versions to arrive.

Vice-Mayor Glas-Castro announced that tomorrow would be the Palm Beach County League of Cities General Membership meeting in the City of Greenacres.

**Commissioner Michaud** asked if the Town was participating in the Walk, Creep or Crawl event. Town Manager D'Agostino stated "yes". To be a corporate team the Town would need 15-members. Special Events Director Riunite Franks explained that the Town was registered as a corporate team and only 13 registered members so far.

**Mayor O'Rourke** attended the Business Development Board Gala where Lake Park was recognized for the new development in Town. He spoke of the 911 Remembrance Ceremony in Royal Palm Beach where the first responders were recognized. He stated that it was a very moving ceremony. He announced an event at the Brew House Gallery on Sunday. He wished Town Manager John D'Agostino a Happy Birthday. He thanked staff for all their efforts in balancing the budget, in particular Lourdes Cariseo and John D'Agostino. He thanked the Commission for working together.

**REQUEST FOR FUTURE AGENDA ITEMS:**

None

**ADJOURNMENT**

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Linden, and by unanimous vote, the meeting adjourned at 7:56 p.m.

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Mayor Michael O'Rourke

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Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this \_\_\_\_\_ of \_\_\_\_\_, 2021



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: September 21, 2021

Agenda Item No. Tab 9

Agenda Title: Granting a site plan application waiver pursuant to Resolution 33-04-20 to allow for the submittal and processing of a Site Plan Application for Residential Development within the C-3 Zoning District.

- Checkboxes for SPECIAL PRESENTATION/REPORTS, BOARD APPOINTMENT, ORDINANCE, NEW BUSINESS (checked), OTHER, CONSENT AGENDA, OLD BUSINESS.

Approved by Town Manager [Signature] Date: 9-13-2021
Name/Title: Nadia Di Tommaso / Community Development Director

Table with 3 columns: Originating Department (Town Manager/Community Development), Costs (N/A), Attachments (Request Letter from Coteleur & Hearing Resolution 33-04-20), Advertised (Not Required), and notification details.

Summary Explanation/Background:

On April 15, 2020, the Town Commission approved a Zoning In Progress Resolution for the C-3 Area to provide the needed time to work through revised Land Development Regulations (LDRs) and Comprehensive Plan Amendments...

Northlake Promenade Shoppes LLC (Property Owner of the large vacant parcel extending northwest from Publix within the C-3 area) and Woolbright Development (developer, represented by Don Stiller), who partnered with Coteleur & Hearing (represented by Don Hearing), is already moving



forward with a residential development that previously received a waiver from the Town Commission. The project is in site plan review.

**At this time, an additional waiver is being requested for the only remaining 0.85 acre vacant parcel on the Lake Park Side. David Milledge, of Cotleur & Hearing, is requesting a waiver from the Zoning in Progress from the Town Commission to move forward with a site plan application that will propose a one-story, 2,100 square foot quick service restaurant (user TBD) and a 3,500 retail space (user TBD). A letter explaining the request is enclosed.**

**Please note:** Site Plan Applications are quasi-judicial items and the agenda item this evening is not to consider the site plan (nor to discuss its specifics), but rather to allow for a waiver that would allow the site plan to be submitted and processed.



**If the Commission desires to grant a waiver, it is recommended that this waiver also include a requirement that the Site Plan must adhere to the draft LDRs, including any public improvement contributions that are being considered.**

Similar to the last waiver granted, the Commission would need to discuss authorizing the applicant to proceed in submitting the site plan application and affirmatively vote to permit this application to be submitted...keeping in mind that this is the last remaining vacant parcel on the Lake Park side.

**Recommended Motion:** At the discretion of the Town Commission pursuant to the details provided herein.



August 12, 2021

Nadia Di Tommaso  
Community Development Director  
535 Park Avenue  
Lake Park, FL 33403

**Re: "Northlake Promenade Outparcel" - Twin Cities Property, Lake Park, Florida  
CH Project # 21-0133**

The purpose of this correspondence is to provide a general description of the proposed project and to seek a waiver by the Town to permit the Applicant to submit an application during the pending Zoning In Progress (ZIP). OPV Northlake Promenade, LLC is proposing to develop the outparcel into a 2,100 square foot quick service restaurant with drive-through and 3,500 SF of retail use located at the Twin Cities property (PCN: 36434221290030000).

The "Outparcel" project is proposing redevelopment of a vacant 0.85-acre site. This is the only remaining vacant Twin City Mall parcel along Northlake Boulevard and is located at the corner of an entry street into the overall development. This project will greatly enhance Northlake Boulevard and the entrance with articulated walkways that include decorative pavers and other amenities intended to promote urban form and usable space to the public. The project has been designed in a way to be a pedestrian friendly and landscaped to create a vibrant environment.

Applicant is requesting a waiver to allow it to submit for site plan approval for the propose development. Based on the pending zoning changes, this project is and will remain in compliance with the Town's land development regulations. Based on the Town of Lake Park's proposal to amend the Zoning in Progress (ZIP) moratorium on June 2<sup>nd</sup>, 2021, to allow for the concurrent processing of development petitions we commit to the following schedule:

8.15.2021	Submittal of Application for Site Plan Review
9.15.2021	Response & Resubmittal to Lake Park Comments
10.15.2021	Applicant to proceed at Risk to prepare Full Construction Documents and Architectural Plans
11.1.2021	Planning & Zoning Board Public Hearing for Site Plan
12.1.2021	Town Council Public Hearing for Site Plan
1.15.2022	Submit for Building Permits
2.1.2022	Commence Land Develop Activities
2.20.2022	Commence Building Construction
8.15.2023	Project Completion.

The Applicant commits to the above schedule for implementing the first phase of the Twin Cities property Redevelopment. We are confident that the proposed project will be transformational and deliver significant benefits to the Town. The timing of the projects is extremely important given where are at in

Northlake Promenade Outparcel  
August 12, 2021  
Page 2 of 2

the current economic cycle. Close collaboration and mutual commitment will be essential to achieving our goals.

The applicant is excited to move forward in collaboration with the town of Lake Park. We trust you share our excitement. We are looking forward to working together to deliver a truly spectacular and transformational project. Should you have any Questions Please do not hesitate to contact me.

Very truly yours,  
**Coteleur & Hearing**

A handwritten signature in blue ink, appearing to be 'Donaldson E. Hearing', written in a cursive style.

/mlb

Donaldson E. Hearing, ASLA, LEED® AP  
Principal

**RESOLUTION NO. 33-04-20**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, DECLARING ZONING IN PROGRESS PERTAINING TO THE AMENDMENT AND DEVELOPMENT OF LAND DEVELOPMENT REGULATIONS AND THE USES APPLICABLE TO THE TOWN'S C-3 ZONING DISTRICT; PROVIDING THAT WHILE ZONING IN PROGRESS IS IN EFFECT THE TOWN'S COMMUNITY DEVELOPMENT DEPARTMENT SHALL NOT ACCEPT NOR PROCESS APPLICATIONS FOR DEVELOPMENT ORDERS OR PERMITS, AMENDMENTS TO SITE PLANS, OR OTHER ZONING APPLICATIONS, WHETHER ADMINISTRATIVELY OR OTHERWISE FOR PROPERTIES WITHIN THE TOWN'S C-3 ZONING DISTRICT; PROVIDING FOR WAIVERS FOR THE PROCESSING OF APPLICATIONS AND THE APPROVAL OF DEVELOPMENT ORDERS OR PERMITS FOR PROPERTIES WHICH HAVE APPLICATIONS DEEMED BY THE TOWN TO BE IN ALREADY IN PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the Florida Constitution and Chapter 166, Florida Statutes, the Town Commission of the Town of Lake Park (Town) has home rule powers and authority; and

**WHEREAS**, with the adoption of this Resolution, the Commission hereby declares zoning in progress to be in effect and directs the Community Development Department (Department) in consultation with the Town Attorney to evaluate changes to the uses and land Development Regulations (LDR) applicable to the C-3 Zoning District; and

**WHEREAS**, the Commission finds that zoning in progress is necessary to enable the Department of Community Development to study the C-3 Zoning District and, in consultation with the Town Attorney, develop appropriate Land Development Regulations (LDR) and uses for the C-3 Zoning District to further the public's health, safety, and morals, and general welfare; and

**WHEREAS**, court decisions have upheld zoning in progress as a valid and necessary tool available to local governments to further the public's health, safety, morals, and general welfare; and

**WHEREAS**, the Town Commission has previously informally directed, but now formally directs the Department of Community Development in consultation with the Town Attorney to analyze the effects and impacts of changes to the uses and the LDR applicable to the Town's C-3 Zoning District; and

**WHEREAS**, during the zoning in progress period, the Commission directs that the Department, in consultation with the Town Attorney, study and develop for the Commission's consideration appropriate changes, if any to the uses and LDR of the C-3 Zoning District.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:**

**SECTION 1. Legislative Findings and Intent.** The Whereas clauses are incorporated herein, are true and correct, and represent the Commission's legislative findings and intent regarding the necessity of zoning in progress.

**SECTION 2. Issuance of Development Permits Withheld.** During the period of zoning in progress, the Department of Community Development is directed *not* to process or issue any applications for development permits or orders, amendments to site plans, or other zoning applications, whether administratively or otherwise, for properties within the Town's C-3 Zoning District.

**SECTION 3. Boundaries.** This Resolution shall apply to all properties within the corporate limits of the Town that are located within the C-3 Zoning District as illustrated in the attached Exhibit A.

**SECTION 4. Zoning in Progress Declared.** The Town Commission hereby imposes zoning in progress upon the processing or issuance of any applications for development permits or orders, amendments to previously approved site plans, or other zoning approvals, whether administratively, or otherwise, until the Department of Community Development has concluded its study and the Commission has adopted such LDR and uses it deems appropriate for the C-3 Zoning District. This zoning in progress is of a temporary nature to allow the Department of Community Development in consultation with the Town Attorney to study and complete in a careful, but as expeditious as possible the effects of, and appropriate amendments to the LDR and uses for C-3 Zoning District.

**SECTION 5. Waivers.** During the period of zoning in progress, but prior to the adoption of any new or amendments to the LDR, those property owners who as of the effective date of this application have applications in process with the Community Development Department may proceed with their applications. Additionally, the Commission may elect to allow a property owner within the Town's C-3 Zoning District who does not currently have an application in process to process an application for a development permit or order, amendment to a site plan, or other zoning approval, whether administrative or otherwise to process that application if the Commission specifically finds that doing so would further the public's health safety, and general welfare.

**SECTION 6. Effective Date.** This Resolution shall take effect immediately upon its execution.


The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	<u>—</u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>—</u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u>—</u>
COMMISSIONER JOHN LINDEN	<u>/</u>	<u>—</u>
COMMISSIONER ROGER MICHAUD	<u>/</u>	<u>—</u>

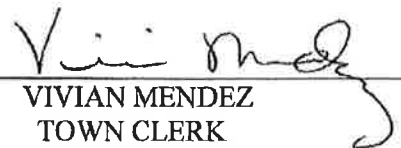
The Town Commission thereupon declared the foregoing Resolution No. 33-04-20

duly passed and adopted this 15 day of April, 2020.

TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

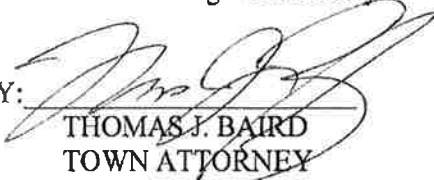
BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



Exhibit "B"



**TOWN MANAGER COMMENTS  
REGULAR COMMISSION MEETING**

**Wednesday, September 21, 2021**

**CANCELED**

The September 22, 2021 Commission Private Session with Strategic Development Initiatives, Inc. (SDI) has been canceled.

**TOWN VIDEO**

We are pleased to announce that a new video is being created about the Town of Lake Park. The video is designed to underscore the fact that Lake Park is both a growing, desirable location to start or relocate a business, as well as a charming, eclectic and welcoming place to live for business owners and their employees who are considering moving here. This week, a videographer will be shooting footage of the Mayor, Vice Mayor, Commissioners and Community Development Director responding to questions about the Town. Each individual will be asked the same questions. The videographer will also be taking video of local businesses and sites within the Town. Once completed, the video will be used to respond to requests for information that the Town receives in response to the upcoming BDB article, as well as for other purposes in the future.

**PUBLIC WORKS**

**Ballroom Flooring Refinishing:**

The flooring for the Town Hall's Mirror Ballroom is tentatively scheduled to be cleaned and refinished during the period of **October 4** through **October 15, 2021**. During that time, the Ballroom will be closed for meetings/events.

**Lake Shore Drainage Project Update:**

The Department of Public Works is pleased to announce that all underground drainage pipe work has been completed and work on new roadway curbing is well underway. Asphalt pavement installation is projected to commence on/about **October 12, 2021**.

## **SPECIAL EVENTS**

### **Trunk or Treat Drive-up Event:**

Save The Date for the Town of Lake Park's Trunk or Treat Drive-Up Event on Saturday, **October 30** from 6:00 pm – 8:00 pm at Town Hall. For more information please contact the Special Events Department at 561-840-0160.

# TAB 4





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 6, 2021

Agenda Item No. *Tab 4*

**Agenda Title:** Resolution Approving the Submission and Authorizing the Mayor to Sign The Library's Annual State Aid to Libraries Grant Agreement.

- SPECIAL PRESENTATION/REPORTS  CONSENT AGENDA
- BOARD APPOINTMENT  OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON FIRST READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

Approved by Town Manager *[Signature]* Date: *9-21-21*

*Judith Cooper, Library Director*  
Name/Title

<b>Originating Department:</b> Library	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> 61-10-21 ♦Resolution No. <u><i>60-10-21</i></u> ♦Exhibit "A: State Aid To Libraries Grant Agreement
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u><i>JKC</i></u> <b>Please initial one.</b>

**Summary Explanation/Background:** Each year, the State Division of Library Services provides financial support for libraries throughout the State to help them operate for the citizens of Florida. This agenda item is requesting the Commission to authorize the Mayor to sign the Annual State Aid to Libraries Grant Agreement.

61-10-21

**Recommended Motion:** I move to approve Resolution No. *60-10-21*

## **RESOLUTION 61-10-21**

### **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE SUBMISSION AND AUTHORIZING THE MAYOR TO SIGN THE LIBRARY'S ANNUAL STATE AID TO LIBRARIES GRANT AGREEMENT.**

**WHEREAS**, effective July 1, 2003 the Florida Legislature amended Chapter 257 Florida Statutes to allow application for State Aid to Libraries Grant Funding by municipalities; and

**WHEREAS**, in order to meet the requirements for application for State Aid to Libraries Grant Funding, the Town of Lake Park is required to approve submission of the application and make the following certifications provided herein;

#### **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;**

- Section 1. The Town of Lake Park, Florida is an eligible political subdivision.
- Section 2. The Town of Lake Park is the single library administrative unit.
- Section 3. The Commission of the Town of Lake Park is the designated governing body to provide library services.
- Section 4. The Library Director shall be the single administrative head employed by the Town of Lake Park with authority to manage and coordinate operations of the Town of Lake Park Public Library and shall have an approved job description.
- Section 5. The Library Director shall have an American Library Association accredited professional degree, and have at least two (2) years of full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of forty (40) hours per week.
- Section 6. All funds will be centrally expended by the single administrative head as part of the Library's budget.
- Section 7. The Town of Lake Park Public Library will extend borrowing privileges without charge to residents of all library service areas in the county that receives State Aid to Libraries Grants.
- Section 8. The Town of Lake Park Public Library will provide free library services.

Section 9. The Town of Lake Park Public Library will participate with all libraries in the county that receives State Aid to Libraries Grants in joint planning for the coordination of library services to residents.

Section 10. The Town of Lake Park Public Library will continue to be operated at minimum of forty (40) hours per week.

Section 11. Attached hereto is Exhibit "A", State Aid to Libraries Grant Agreement between the State of Florida, Department of State and Town for and on behalf of the Town's Public Library as hereby approved by the Commission of the Town of Lake Park.

Section 13. The Commission of the Town of Lake Park, Florida hereby authorizes the Mayor and Town Clerk to execute the application for the State Aid to Libraries Grant funding.

Section 14. This Resolution shall become effective immediately upon adoption.

**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
Town of Lake Park for and on behalf of Lake Park Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Town of Lake Park for and on behalf of Lake Park Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2021-22 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2019 - September 30, 2020.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2019 through June 30, 2022. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to

be awarded.

Payment 1, Deliverable/Task 1

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2019 through June 30, 2022. The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2019 - September 30, 2020;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2019 - September 30, 2020 only;
- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- o Provide the Certification of Credentials for the Single Administrative Head; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2019 to June 30, 2022, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2019) and concludes with the end of the State of Florida's current fiscal year (June 30, 2022).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2019 – September 30, 2020) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State

R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, FL 32399-0250  
Phone: 850.245.6620  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Merrell Angstreich  
Lake Park Public Library  
529 Park Avenue Lake Park Florida 33403  
Phone: 561.882.1819  
Email: mangstreich@lakeparkflorida.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2021-22 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf). The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [fvendor.myfloridacfo.com/](http://fvendor.myfloridacfo.com/). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements,

information, press releases, publications, brochures, videos, webpages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (as of January 2020) (<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Historical Resources, the Division of Elections and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.
19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
  - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).



- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses

or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide

maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
  - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
  - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

- 32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 ([ada.gov](http://ada.gov) (as of January 2020)), incorporated by reference).
- 37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**38. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2021-22 State Aid to Libraries Final Grants (Attachment B)

**The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.**

**Grantee:**

**Department of State**

By: \_\_\_\_\_  
Chair of Governing Body or Chief Executive Officer

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

\_\_\_\_\_  
Typed name and title

Amy L. Johnson, Director  
Division of Library and Information Services  
Department of State, State of Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk or Chief Financial Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT A

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### Audits

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be



paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

## **Part II: State Funded**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

## **Part III: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
  - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
  - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
  - B. The Auditor General's Office at the following address:  
Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450
3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

## **EXHIBIT – 1**

### **FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not applicable.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

### **STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

#### **SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:**

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

**ATTACHMENT B**  
**Fiscal Year 2021-22 State Aid to Libraries Final Grants**

# TAB 5





**Town of Lake Park Town Commission**

**Agenda Request Form**

**Meeting Date:** October 6, 2021

**Agenda Item No.** *Tab 5*

**Agenda Title:** Resolution Recognizing Florida City Government Week, October 18-24, 2021

- SPECIAL PRESENTATION/REPORTS  CONSENT AGENDA
- BOARD APPOINTMENT  OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON FIRST READING
- NEW BUSINESS
- OTHER: \_\_\_\_\_

**Approved by Town Manager** \_\_\_\_\_

**Date:** *9-28-21*

Riunite Franks

Digitally signed by Riunite Franks  
DN: cn=Riunite Franks, o=Town of Lake Park,  
ou=Special Events Department,  
email=rfranks@lakeparkflorida.gov, c=US  
Date: 2021.09.28 11:53:29 -0400

Special Events Director

**Name/Title**

<p><b>Originating Department:</b>  Special Events</p>	<p><b>Costs:</b> Funding Source: Acct. #  <input type="checkbox"/> Finance _____</p>	<p><b>Attachments:</b> Resolution League of Cities' Notice</p>
<p><b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____ or Not applicable in this case <u>X</u> <b>Please initial one.</b></p>

**Summary Explanation/Background:**

The Florida League of Cities recognizes the benefits provided by municipal governments to the citizens of the State of Florida by sponsoring the *Florida City Government Week* annually in October. They ask its member municipalities to recognize this occasion with a Resolution supporting the important role that municipal government and their employees play in the lives of their citizens. This year, Florida City Government Week will take place October 18-24, 2021. Annually, the Town of Lake Park recognizes Florida City Government Week by partnering with Lake Park Baptist School and Lake Park Elementary School to provide a day of activities for their 5<sup>th</sup> grade students. Due to COVID-19 this partnership will take place later in the school year. Once students are able to go on

field trips the Special Events Department will work with each school to find a day or multiple days in which the students can safely take a tour of Town Hall and the Lake Park Library, participate in a Mock Commission Meeting and view demonstrations by the Public Works department and PBSO. In the meantime, the Special Events Department will work with the Town's Chief Public Information Officer to highlight all Town departments on our social media pages as a way to recognize Florida City Government Week. The posts will appear from October 18-24, 2021.

**Recommended Motion:**

I move to adopt the Resolution 62-10-21, 2021, recognizing Florida City Government Week, October 18-24, 2021.

## RESOLUTION 62-10-21

### A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 18-24, 2021 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, municipal government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

**WHEREAS**, municipal government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS**, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

**WHEREAS**, *Florida City Government Week* is a very important time to recognize the important role played by municipal government in our lives; and

**WHEREAS**, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

**WHEREAS**, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

**WHEREAS**, *Florida City Government Week* offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

### **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:**

**Section 1.** The foregoing recitals are adopted as true and correct findings of the Town Commission.

**Section 2.** That the Town of Lake Park does encourage all citizens, municipal government officials, and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

**Section 3.** That the Town of Lake Park does encourage educational partnerships between municipal government and schools.

**Section 4.** That the Town of Lake Park does support and encourage all municipal governments to actively promote and sponsor *Florida City Government Week*.

**Section 5.** This Resolution shall take effect upon adoption.

# **New Business**

# TAB 6





**Town of Lake Park Town Commission**

**Agenda Request Form**

Meeting Date: October 6, 2001

Agenda Item No.

*Tab 6*

**Agenda Title: Resolution to Approve Work Authorization for Water Resources Management Associates (WRMA) to Provide Professional Services Associated with a Department of Environmental Protection Grant Agreement for the Design of the 2nd Street Roadside Bioswales.**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_

CONSENT AGENDA

OLD BUSINESS

Approved by Town Manager *J. Travieso* Date: 9-29-21

*RT* Roberto F. Travieso/Public Works Director  
Name/Title

<b>Originating Department:</b>  <b>Public Works</b>	<b>Costs: \$85,000</b>  <b>Funding Source:</b>  <b>Accts. #402-53-538-402-52700 (\$55,000)</b>  <b>#402-53-538-402-31000 (\$30,000) -</b> <input type="checkbox"/> Finance <i>J. Travieso 9/29/21</i>	<b>Attachment 1:</b> - Resolution No. <u>63-10-21</u> <b>Attachment 2:</b> - Resolution 47-08-21 and FDEP Grant Agreement <b>Attachment 3:</b> - Water Resources Management Associates (WRMA) 100% Design Proposal for 2nd St Bioswales
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> <b>Not Required</b>	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>RT</u>  <b>Please initial one.</b>

**Summary Explanation/Background:**

Since 2019, extensive research and modeling conducted during the development of the Town's Stormwater Master Plan (SWMP) confirmed that the Town's storm sewer network lacks capacity to convey rainfall runoff from mostly impervious dense urban areas for storm events of significance. Additionally, the study identified localized flooding in at least 23 locations throughout the Town, including two areas of significance on 2nd Street.

In 2020, in collaboration with Town staff, our stormwater engineering consultants developed a practical, Green Infrastructure project to address localized flooding on 2nd Street by placing roadside bioswales at the intersections of 2nd Street and Foresteria Drive (Figure 1) and 2nd Street and Evergreen Drive (Figure 2).

**Figure 1**



**Figure 2**



The rationale for the selection of this flooding mitigation strategy is that in addition to their stormwater conveyance benefits, bioswales improve the quality of the stormwater runoff before it infiltrates the soil or is discharged to tide. They are also widely considered a more visually appealing alternative, especially if decorative, native plants are chosen. Moreover, these green spaces can provide a habitat for some wildlife species, especially birds.

Over the last twelve-months, Town staff and stormwater consultants worked to secure grant funding for this important project and recently, received notification from the Florida Department of Environmental Protection that the Town's Coastal Partnership Initiative (matching) grant application was approved by the National Oceanic Atmospheric Administration (NOAA) for funding in the amount of \$30,000.00.

Furthermore, the State of Florida, before dispersing funding, requires all sub-grantees to execute an agreement that governs the use of funding and establishes obligatory requirements. Accordingly, this grant agreement, which allows for reimbursement up to \$30,000.00, was entered into by the Town and the Florida Department of Environmental Protection (the "Department") on September 1, 2021. The Department is the State-level entity that will be administering the agreement, which expires on December 31, 2022, (Attachment 2).

The total planning and design cost for the proposed 2nd Street roadside bioswale project is \$85,000.00, which includes distributions from the following funding sources:

Coastal Partnership Initiative Grant: \$30,000  
American Rescue Plan Expenses: \$55,000  
**\$85,000**

Water Resources Management Associates (WRMA) is the Town's primary stormwater engineering consultant and currently has an active, five (5) year continuing services agreement with the Town under approved Resolution No. 79-11-18.

WRMA has submitted a proposal to develop a project manual for the construction of the 2nd Street bioswales and provide the Town with final plans and specifications by August 31, 2022 (Attachment 3).

Additionally, as part of the design work and consistent with the desires of the Town Commission, Town Staff and WRMA will conduct public outreach through a workshop and direct mailings to inform the public about the Stormwater Master Plan tenets and discuss the proposed locations for the bioswales that seek to mitigate the aforementioned street flooding.

The purpose of this agenda item is to authorize and approve the work authorization for WRMA to design final plans for the project.

Staff recommends approval.

**Recommended Motion:** I move to adopt Resolution No. 63-10-21

**RESOLUTION 63-10-21**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE A WORK ORDER WITH WATER RESOURCE MANAGEMENT ASSOCIATES FOR THE DEVELOPMENT OF DESIGN PLANS FOR THE 2<sup>ND</sup> STREET ROADSIDE BIOSWALE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (hereinafter "Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town desires to implement strategies that will improve the quality of life and safety of residents and visitors in the community; and

**WHEREAS**, the Town was awarded a Coastal Partnership Initiative Grant by the State of Florida, Department of Environmental Protection, in an amount of \$30,000.00 for design of roadside bioswales on 2nd Street; and

**WHEREAS**, the Town solicited professional engineering services for the design and construction of said roadside bioswales pursuant to the Consultants Competitive Negotiation Act (CCNA) for a continuing services contract with qualified firms; and

**WHEREAS**, the Town entered into a five-year continuing services contract on November 7, 2018 with Water Resource Management Associates (WRMA); and

**WHEREAS**, WRMA has provided a proposal in the amount of \$85,000.00 to design construction plans for a project to be known as the 2<sup>nd</sup> Street Roadside Bioswales Project; and

**WHEREAS**, the Town Manager has recommended that it is in the best interest of the Town to accept WRMA's proposal for the provision of professional services to design construction plans for the 2nd Street Roadside Bioswale Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Commission hereby authorizes the Town Manager to execute a Work Order with Water Resource Management Associates so that it may perform the work described in Section 2 of the Work Order Authorization (Scope of Services) and thus comply with the requirements of the grant awarded to the Town by the Florida Department of Environmental Protection.

**Section 3.** This Resolution shall be effective upon execution.



**RESOLUTION 47-08-21**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR GRANT FUNDS ASSOCIATED WITH THE STORMWATER MASTER PLAN BIOSWALES PROGRAM – 2ND STREET PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

**WHEREAS**, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

**WHEREAS**, the Town has been awarded a State of Florida, Department of Environmental Protection, Coastal Partnership Initiative Grant in an amount of \$30,000.00 to help design and construct roadside bioswales on 2nd Street; and

**WHEREAS**, the State of Florida, Department of Environmental Protection (the “Department”) has the authority to sub-grant these funds to the Town; and

**WHEREAS**, the Department required the Town to execute a Grant Agreement prior to the disbursement of federally funded Coastal Partnership Initiative Grant funding; and

**WHEREAS**, in order to receive the federally funded grant funds allocated for construction of roadside bioswales on 2nd Street, the Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to execute the grant agreement with the Department.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein by reference.

**Section 2.** The Town Manager is hereby authorized and directed to execute a grant agreement with the Department. A copy of the proposed agreement is attached hereto and incorporated herein as Exhibit A.

**Section 3.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Commissioner Flaherty, who moved its adoption. The motion was seconded by Commissioner Michael and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>  /  </u>	<u>  —  </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>  /  </u>	<u>  —  </u>
COMMISSIONER ERIN FLAHERTY	<u>  /  </u>	<u>  —  </u>
COMMISSIONER JOHN LINDEN	<u>  /  </u>	<u>  —  </u>
COMMISSIONER ROGER MICHAUD	<u>  /  </u>	<u>  —  </u>

The Town Commission thereupon declared the foregoing Resolution No. 47-08-21 duly passed and adopted this 1 day of September, 2021.

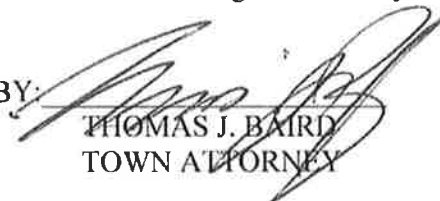
TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Town of Lake Park Storm Water Master Plan 5% Roadway Bioswales Program - 2nd Street Project** Agreement Number: **CZ419**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Town of Lake Park** Entity Type: **Local Government**

Grantee Address: **535 Park Avenue  
Lake Park, FL 33403** FEID: **59-6000355** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **12/31/22**

4. Project Number: \_\_\_\_\_ Project Location(s): \_\_\_\_\_  
(If different from Agreement Number)

Project Description: **This project entails the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2nd Street and Foresteria Drive, and 2nd Street and Evergreen Drive**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$30,000.00</b>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<b>NA21NOS4190077</b>	<b>\$30,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		<b>\$30,000.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$60,000.00</b>

6. Department's Grant Manager Name: **Tiffany Herrin** or successor  
Address: **3900 Commonwealth Blvd. MS#235  
Tallahassee, FL 32399**  
Phone: **850-245-2953**  
Email: **Tiffany.Herrin@FloridaDEP.gov**

Grantee's Grant Manager Name: **Dwayne Bell** or successor  
Address: **640 Old Dixie Highway  
Lake Park, FL 33403**  
Phone: **561-881-3345**  
Email: **dbell@lakeparkflorida.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input checked="" type="checkbox"/> Attachment 7: NA21NOS4190077 Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldeis.com">https://facts.fldeis.com</a> , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <b>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form</b>

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	NA21NOS4190077
Federal Award Date to Department:	7/1/21
Total Federal Funds Obligated by this Agreement:	\$30,000.00
Federal Awarding Agency:	Dept. of Commerce
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

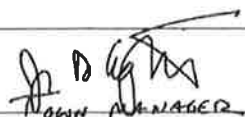
**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**Town of Lake Park**

**GRANTEE**

Grantee Name

By

  
(Authorized Signature)

06-22-2021

Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By

**Holly Stone Edmond**  
Secretary or Designee

Digitally signed by Holly Stone Edmond  
Date: 2021.07.07 13:40:34 -04'00'

Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**Attachment 1**

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. **Acceptance Process.** All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. **Rejection of Deliverables.** The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. **Withholding Payment.** In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. **Corrective Action Plan.** If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

#### **8. Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. **Interim Payments.** Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. **Final Payment Request.** A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. **Interest Rates.** All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. **Refund of Payments to the Department.** Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. **If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.**

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. **Salary/Wages.** Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. **Grantee Obligations upon Notice of Termination.** After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. **Continuation of Prepaid Services.** If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. **Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement.** If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.



#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. **Public Entity Crime.** 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit I, to Attachment 5. If Department fails to provide an updated copy of Exhibit I to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit I and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fdfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. CZ419**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is to entail the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2<sup>nd</sup> Street and Foresteria Drive, and 2<sup>nd</sup> Street and Evergreen Drive. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

The Agreement requires at least a 100% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$30,000 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

#### **8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

#### **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

#### **10. Retainage.**

No retainage is required under this Agreement.

#### **11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

#### **12. State-owned Land.**

The work will not be performed on State-owned land.

#### **13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

#### **14. Additional Terms.**

None

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
DEP AGREEMENT NO.: CZ419**

**ATTACHMENT 3**

**PROJECT TITLE:** Town of Lake Park Storm Water Master Plan 5% Roadway Bioswales Program - 2<sup>nd</sup> Street Project

**GRANTEE CONTACT INFORMATION:**

Organization Name: Town of Lake Park  
Chief Elected Official or Agency Head: John D'Agostino  
Title: Town Manager  
Address: 535 Park Avenue  
City: Lake Park  
Zip Code: 33403  
Area Code and Telephone Number: (561) 881-3304  
E-Mail Address: [jdagostino@lakeparkflorida.gov](mailto:jdagostino@lakeparkflorida.gov)

**GRANT MANAGER CONTACT INFORMATION:**

Organization Name: Town of Lake Park  
Grant Manager: Dwayne Bell, Sr.  
Title: Operations Manager/Interim Public Works Director  
Address: 640 Old Dixie Highway  
City: Lake Park  
Zip Code: 33403  
Area Code and Telephone Number: (561) 881-3345  
E-Mail Address: [dbell@lakeparkflorida.gov](mailto:dbell@lakeparkflorida.gov)

**FISCAL AGENT CONTACT INFORMATION:**

Organization Name: Town of Lake Park  
Fiscal Agent: Lourdes Cariseo  
Title: Finance Director  
Address: 535 Park Avenue  
City: Lake Park  
Zip Code: 33403  
Area Code and Telephone Number: (561) 881-3351  
E-Mail Address: [lcarseo@lakeparkflorida.gov](mailto:lcarseo@lakeparkflorida.gov)

**FEID No: 59-6000355**

**DUNS No: 025113474**

**PROJECT LOCATION:** 2<sup>nd</sup> Street (Foresteria Drive to Evergreen Drive), map of project location attached.

**PROJECT BACKGROUND:** The interconnected channel and pond routing (ICPR4) H&H model developed for the Town's SWMP was used to perform hydrodynamic modeling of the rainfall/runoff process occurring throughout the watersheds. Hydrologic simulations were performed for three-year/24-hour, 10-year/24-hour, 25-year/three-day, 50-year/three-day and 100-year/three-day storm events. Results illustrate that the interconnected system of reinforced concrete pipes (RCP), corrugated metal pipes (CMP) and high-density polyethylene (HDPE) pipes do not have the capacity to convey runoff from mostly impervious dense urban areas for storm events of significance (greater than three-year frequency). Furthermore, there is localized flooding in areas (such as along 2nd Street) that do not possess a dedicated storm sewer system. This modeling aligns with real-world detrimental impacts that the Town is already experiencing.

The need is further demonstrated by the implications set forth as the result of projected climate change-based sea-level rise (SLR) by the United States Army Corps of Engineers (USACE). The change in SLR between 2019 and 2060 is estimated by USACE to be 36 inches. This corresponds to a 2060 average high tide of 2.7 feet NAVD. Once this occurs, preliminary ICPR4 H&H modeling (coded to reflect SLR of 2.7 feet) indicates that the problems being experienced today will grow in severity along the 60-inch trunk storm sewer and the 2nd Street vicinity, meaning that any drainage occurring along 2nd Street will not be able to enter the Southern Outfall by sheet flow or by pipe.

The roadside bioswales will serve two functions:

1. They will act to significantly mitigate pollutant-laden storm water runoff that otherwise would flow into the LWL and act as a natural filtration system to reduce total suspended solids.
2. They will reduce the centrality of the Southern Outfall 60-inch trunk-line pipe by diverting upstream storm water runoff sheet flow away from the main storm sewer trunk and to the underground water table aquifer, which will also introduce more resiliency into the storm water infrastructure system.

The 2nd Street project is a component of the 20-year long-term 5% Roadside Bioswale Plan that will ensure adequate resiliency and sustainability for a minimum of approximately 75% of its total land area.

**PROJECT DESCRIPTION:** The proposed project entails the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2<sup>nd</sup> Street and Foresteria Drive, and 2<sup>nd</sup> Street and Evergreen Drive. The overall goal of the project is to intercept and collect sheetflow at its source along the 2nd Street right-of-way in the vicinity of the road and prevent runoff from entering the Southern Outfall trunk (via sheet flow to inlets). Instead, the bioswales will function to intercept runoff for filtration to the water table aquifer and reduce runoff volumes through evaporation and transpiration.



**Example Roaside Bio-Swales**

<p><u>Bioswale with Planting</u></p>	
<p><u>Bioswale with no planting</u></p>	

The proposed project has two primary objectives:

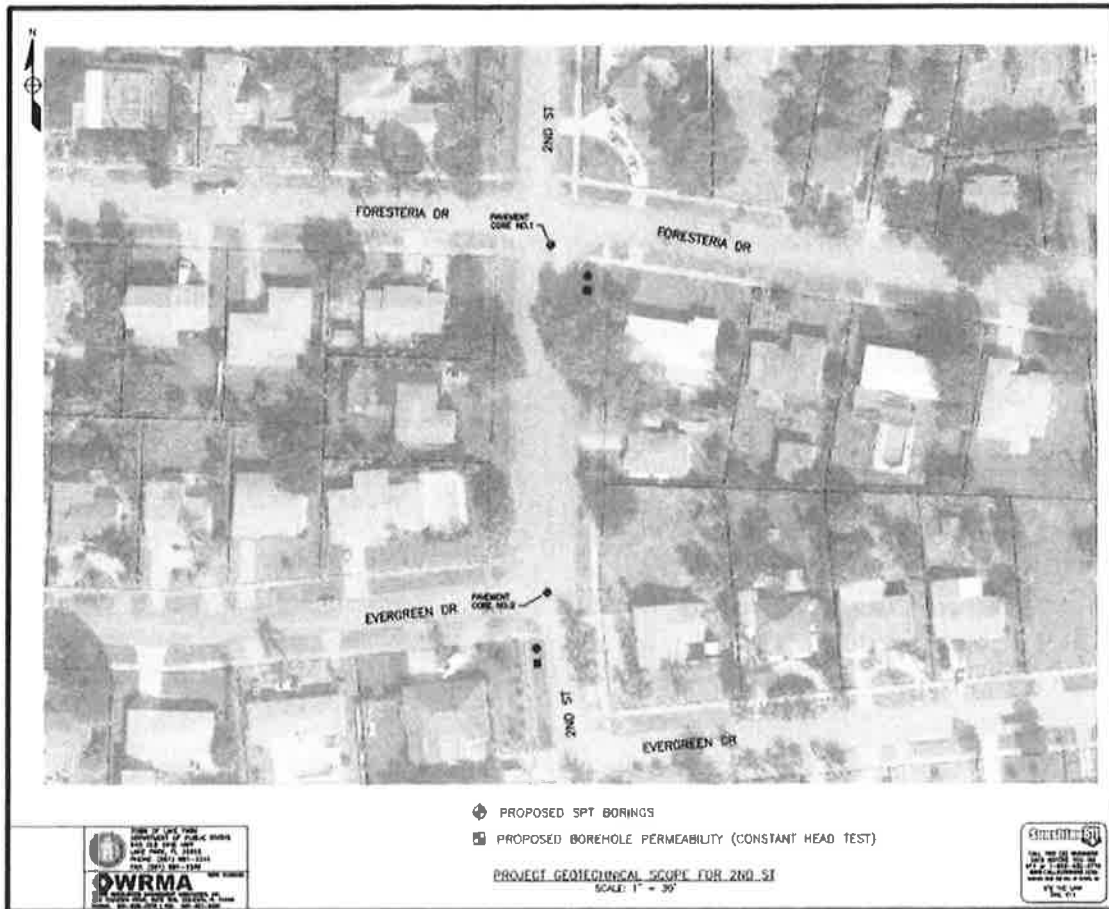
1. Access the physical conditions of the topography and the soil's infiltration rates at the two affected sites (see aforementioned site locations) and the feasibility of two types of bioswale designs to direct runoff production to the groundwater table via infiltration and deep percolation and deliver untreated runoff flows that otherwise would enter the Southern Outfall via sheet flow and be transferred to the Lake Worth Lagoon. The proposed roadside GI-based bioswales will also address the increasing adverse impact of higher climate change-based rainfall intensity volumes.
2. Mitigate pollutant-laden runoff load discharge to the Lake Worth Lagoon by providing water quality treatment and infiltration of runoff to the underground aquifer.

In order to achieve these objectives, this project will focus on data collection and management and the engineering design and specifications for the bio-swales, culminating in construction documents and bid package for implementation.

#### **TASKS and DELIVERABLES:**

##### **Task #1: Data Collection and Management**

**Task Description:** The Grantee will work with Water Resources Management Associations, Inc. (WRMA), which is currently under a five-year contract with the Town. WRMA will perform topographic surveys at the two proposed sites. WRMA will also secure the services of a geotechnical engineering firm for the acquisition of the soil's physical properties data via shallow augers and/or shallow piezometer wells. This data is necessary to perform drainage infiltration analysis and determine the size of the required bioswale media for treatment of local runoff. The picture below shows the location of proposed field testing. The testing scope of work includes:



- Two (2) borehole permeability/percolation tests, usual open hole, constant head test to be performed on grassed swale areas along 2<sup>nd</sup> Street. One will be located at the southeast corner of 2<sup>nd</sup> Street and Foresteria Drive, and a second at the southwest corner of 2<sup>nd</sup> Street and Evergreen Drive.
- Two (2) 10ft deep Standard Penetration Test (SPT) borings will be performed in grassed swale areas adjacent to the previous permeability tests for minimal disruption.
- Two (2) 10ft Standard Penetration Test (SPT) borings with pavement coring reporting format. These will be performed at the intersections of 2<sup>nd</sup> Street and Foresteria Drive, and 2<sup>nd</sup> Street and Evergreen Drive.

None of these field tests will be performed in environmental sensitive areas and will not require the use of any chemical pollutants.

**Deliverables:** Data Collection and Management Technical Report



**Task #2: Preliminary Engineering Design and Planning (30% Plans)**

**Task Description:** The Grantee will work with a professional engineer and certified floodplain management professional from WRMA that will apply the topographic and soils project data, combined with H&H design tools, to perform design plans and specifications for the two sites. WRMA will review the collected data and create 30% plans for the addition of GI-based bioswales at the two sites. This level of design entails the development of preliminary conceptual design options that could be implemented at the site depending upon major site constraints.

**Deliverables:** 30% Design Plans

**Task #3: Engineering Design and Site Layout (60%)**

**Task Description:** The Grantee will build upon the previous task to include the selection of the final bioswale placement at the two locations, include the type of bioswales selected (bioswale with or without plantings), and any required adjustments to the road (edge of pavement, driveways, etc.).

**Deliverables:** 60% Design Plans and Quantity Takeoff Cost Estimate

**Task #4: Detailed Engineering Design (90%)**

**Task Description:** The Grantee will build upon the previous two tasks to include the preparation of design specifications and preliminary construction-ready plans. The design will also include the preparation of the project technical manual and a detailed engineer's opinion of probable cost.

**Deliverables:** 90% Design Plans and Engineer's Opinion of Probable Cost

**Task #5: Final Plans and Specifications (100%)**

**Task Description:** The Grantee will complete the design plans in preparation of the final design plans (ready for bidding/construction). Grantee will summarize project with a final report utilizing Exhibit F format.

**Deliverables:** 100% Final Ready For Construction Design Plans and Specifications, and Final Engineer's Opinion of Probable Cost. Final Report of project.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of each task and Department approval of all associated task deliverables.

**PROJECT TIMELINE:** The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

<b>Task No.</b>	<b>Task or Deliverable Title</b>	<b>Deliverable Due Date</b>
1	Data Collection and Management	10/31/2021
2	Pre-Liminary Engineering and Planning (30% Plans)	01/31/2022
3	Engineering Design and Site Layout (60% Plans)	04/30/2022
4	Detailed Engineering Design (90% Plans)	07/31/2022
5	Final Plans and Specifications (100% Plans)	08/31/2022

**BUDGET DETAIL BY TASK:**

<b>Categories</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Task 5</b>	<b>Totals</b>
Contractual Services	\$10,000	\$4,000	\$10,000	\$2,000	\$4,000	<b>\$30,000</b>
Match Total	\$10,000	\$4,000	\$10,000	\$2,000	\$4,000	<b>\$30,000</b>
<b>Total</b>	<b>\$20,000</b>	<b>\$8,000</b>	<b>\$20,000</b>	<b>\$4,000</b>	<b>\$8,000</b>	<b>\$60,000</b>

**PROJECT BUDGET SUMMARY:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

<b>Category Totals</b>	<b>Grant Funding Not to Exceed</b>	<b>Match Funding</b>	<b>Total Project Funding</b>
Contractual Services Total	\$30,000	\$30,000	\$60,000
<b>Total:</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$60,000</b>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov).

**Attachment 5**

1 of 6

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/isa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this Form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/iaeweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.



**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
	Dept of Commerce	11.419	Coastal Zone Management Administration Awards	\$30,000	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state\_project\_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
FOR THE FLORIDA COASTAL MANAGEMENT PROGRAM**

**ATTACHMENT 6**

1. **Permits.** The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity.
2. The following is added to paragraph 8.h., **Annual Appropriation Contingency**, Attachment 1, Standard Terms and Conditions:

The State's performance and obligation to pay under this Agreement is also contingent upon the availability of federal funding and grants from NOAA.

3. The following replaces paragraph 10., **Status Reports**, Attachment 1, Standard Terms and Conditions:
  - a. **Quarterly Reports.** The Grantee shall submit status reports quarterly on **Exhibit A, Progress Report Form**, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.
  - b. **Final Project Report.** The Grantee shall also submit a Final Project Report utilizing **Exhibit F, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan requires a Final Report, the Grantee will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
4. **Ineligibility.** If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement, Attachment 3, Grant Work Plan, and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Coastal Partnership Initiative program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
5. **Copyright, Patent and Trademark.** The U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:
  - a. The copyright in any work developed under a grant or contract under a grant.
  - b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
  - c. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.

6. Geospatial Data Collection and Sharing.

- a. Environmental data and information collected and/or created under this Agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or security requirements.
- b. The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at the time of award and, thereafter, will be posted with the published data. Environmental data and information produced under this award and which are made public must be accompanied by the following statement:

“These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.”

Current Federal Geospatial Data Committee (FGDC) standards can be found at:

<http://www.fgdc.gov/metadata/csdlgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization 19115, which may be adopted by the FGDC, is also acceptable.

- c. NOAA may, at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

7. Publications, Photographs, Audiovisuals & Signs.

- a. Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department’s Grant Manager for review and approval. This does not apply to the required quarterly reports referred to in paragraph 10 of Attachment 1, Standard Terms and Conditions.
- b. Publications, printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the NOAA, Department and Florida Coastal Management Program (FCMP) logos (logos, which can be found at the Department’s website at <https://floridadep.gov/rep/fcmp/content/grants> or by contacting the Department’s Grant Manager for a copy) and the following statement on the cover or the first page:

“This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No \_\_\_\_\_. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA, the U.S. Department of Commerce, or any of their subagencies.”

The next printed line shall identify the month and year of the publication.

The Grantee must receive approval in writing from the Department’s Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) days in advance. The Grantee must also provide the Department’s Grant Manager with shooting scripts, Exhibit G, Photographer & Model Release Forms (if applicable), and provide two (2) copies of the final audiovisual (e.g., video, slides, etc.) upon completion.

c. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 7.b., above.

d. Sign Requirements for Construction Projects. The Grantee shall erect a sign at the site of any construction project, maintain it during construction and must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in the Standard Grant Agreement. The sign must be at least 2' x 3' in size; the colors should complement the surrounding area; and must include the NOAA, Department and FCMP logos (available online at <https://floridadep.gov/rep/fcmp/content/grants>) and the following language:

“The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Management awarded under the Coastal Zone Management Act.”

The next printed line shall identify the completion month and year of the project.

e. Acknowledgment Requirement for Interpretive Signs & Banners. Interpretive signs and banners must include the NOAA, Department and FCMP logos.

## ATTACHMENT 8

### Contract Provisions for Department of Commerce (DOC) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

#### **2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

##### **1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions:

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

##### **2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

##### **3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
  - a. 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 Recipient 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.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient 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 Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient 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.
- vi. The Recipient 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.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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.
- viii. The Recipient 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply 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"). In accordance with the statute, contractors must 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 pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient 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, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient 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 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.



7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall 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 the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide 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 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

If the Federal funds exceed \$100,000, the Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-L.L., available at: [https://apply07.grants.gov/apply/forms/sample/SF.L.L.\\_1\\_2\\_1\\_V.1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SF.L.L._1_2_1_V.1.2.pdf).

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

**ADMINISTRATIVE**

11. General Federal Regulations

Grantees shall comply with regulations listed in 2 CFR Part 200, 2 CFR Part 1326, 48 CFR Part 31 and 40 U.S.C. 1101 *et sequence*.

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Grantees, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Grantee must comply with flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Grantees must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors for the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Grantees shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013, and effective December 14, 2016, has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)

Attachment 8

Page 3 of 5

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with the Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination

18. Additional Lobbying Requirements

- i. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- iii. Pursuant to 2 CFR § 200.450 and 2 CFR § 200.454, the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

**COMPLIANCE WITH ASSURANCES**

19. Assurances

Grantees shall comply with any and all applicable assurances made by the Department or the Grantee to the Federal Government during the Grant application process.

20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Grantee shall take all affirmative steps necessary to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR § 200.321(b).

**FEDERAL REPORTING REQUIREMENTS**

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

**DEPARTMENT OF COMMERCE-SPECIFIC**

21. Department of Commerce (DOC) Financial Assistance Terms and Conditions

Grantees shall comply with the U.S. Department of Commerce Financial Assistance Terms and Conditions, available online ([http://www.osec.doc.gov/oam/grants\\_management\\_policy/default.htm](http://www.osec.doc.gov/oam/grants_management_policy/default.htm)) and incorporated by reference.

22. DOC Regulations

Grantee shall comply with the following regulations: 2 CFR 1300-1399, 15 CFR 8, 15 CFR 8a, 15 CFR 8b, 15 CFR 13, 15 CFR 20, and 15 CFR 28

23. Drug-Free Workplace

Grantee must make an on-going, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR Part 1329. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

24. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

25. Property Management Requirements

If the purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment

purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect.

**NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)-SPECIFIC**

**26. Scientific Integrity, as established in the Department of Commerce Financial Assistance Alert 16-02 (January 13, 2016)**

The NOAA Acquisition and Grants Office (AGO) has established the following policy to provide appropriate protections for all NOAA grants, financial assistance awards, and cooperative agreements:

a. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

d. *Primary Responsibility.* The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

e. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

f. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

**26. Investigating Scientific Integrity or Scientific and Research Misconduct**

a. *Inhibiting Investigation.* If the recipient or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants office and, unless otherwise constructed, the recipient or subrecipient shall:

i. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

ii. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

b. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

**27. Findings and Corrective Actions**

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

b. Coordinate remedial action with the grants officer.

**EXHIBIT A**

**PROGRESS REPORT FORM**

<b>DEP Agreement No.:</b>			
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Grant Manager's Email Address:</b>			
<b>Reporting Period:</b>			
<b>Project Title:</b>			
<b>Provide a summary of project accomplishments for this reporting period by task. If tasks were not addressed during the reporting period, provide an explanation.</b>			
<b>Provide the status of each deliverable. (e.g., Deliverable 1.1: 75% complete, Deliverable 1.2: 25% complete, Deliverable 2.1, work scheduled to begin after the completion of Deliverable 1.1, Deliverable 2.2, etc.)</b>			
<b>Identify below, and attach copies of deliverables being submitted for this reporting period (e.g., Deliverable 1.1: copies of permits, Deliverable 1.2: before photographs, etc.)</b>			
<b>Provide an explanation for any anticipated delays or any problems encountered.</b>			

**EXHIBIT C  
PART 1 - PAYMENT REQUEST FORM**

DEP Agreement No. \_\_\_\_\_  
 Payment Request No. \_\_\_\_\_ Request Date: \_\_\_\_\_  
 Project Title: \_\_\_\_\_  
 Grantee's Grant Manager Name: \_\_\_\_\_  
 Grantee Name & Mailing Address \_\_\_\_\_  
 for Payment: \_\_\_\_\_  
 Task No.: \_\_\_\_\_ Total Amount(s) Requested: \_\_\_\_\_  
 Performance Period - Date Range: (Start date - End date) \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

<b>CATEGORY OF EXPENDITURE (As authorized)</b>	<b>AMOUNT OF THIS REQUEST</b>	<b>TOTAL CUMULATIVE PAYMENT REQUESTS</b>	<b>MATCHING FUNDS FOR THIS REQUEST</b>	<b>TOTAL CUMULATIVE MATCHING FUNDS</b>
Salaries/Wages				
Fringe Benefits				
Travel				
Equipment (Direct Purchases)				
Supplies				
Contractual Services				
Miscellaneous/Other Expenses				
Indirect				
Land Acquisition				
<b>TOTAL AMOUNT</b>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL BUDGET AMOUNT</b>				
<b>Less Total Cumulative Payment of:</b>	\$ -		\$ -	
<b>TOTAL REMAINING BUDGET</b>	\$ -		\$ -	

**GRANTEE CERTIFICATION**

- The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement
- All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project, and the Grantee is not in default of any terms or provisions of the contracts

\_\_\_\_\_  
Grantee's Grant Manager's Signature

\_\_\_\_\_  
Grantee's Fiscal Agent Signature

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

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

**\*\*PLEASE DO NOT ALTER THIS FORM\*\***

Note: shaded areas auto calculate

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING  
EXHIBIT C - PART 1  
PAYMENT REQUEST FORM INSTRUCTIONS**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with C####  
**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number  
**DATE OF REQUEST:** This is the date you are submitting the report to DEP  
**PROJECT TITLE:** This should be the project title that is listed on your grant agreement  
**GRANTEE'S GRANT MANAGER:** This is the person identified as grant manager in the grant agreement.  
**GRANTEE:** Enter the name of the grantee's agency  
**MAILING ADDRESS:** Enter the address to which you want the state warrant (payment) sent  
**TASK NO.:** Enter the number of the DELIVERABLE for which you are requesting payment.  
**TOTAL AMOUNT REQUESTED:** This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS CLAIM" column  
**PERFORMANCE PERIOD:** This is the beginning and ending date of the reporting period requesting reimbursement for  
**GRANT EXPENDITURES SUMMARY SECTION:**

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was paid out for all listed deliverables during the invoice period for which you are requesting reimbursement. This must be by budget category as in the currently approved budget in Attachment 3 (Grant Work Plan), or amended of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of Attachment 3. **DO NOT ALTER FORM OR COMBINE BUDGET CATEGORIES.** Enter the FCMP budget amount on the "GRANT BUDGET AMOUNT" line

**"TOTAL CUMULATIVE FCMP CLAIMS" COLUMN:** Enter the cumulative amounts that have been claimed to date for FCMP expenses by budget category. The final report should show the total of all claims, first claim through the final claim, etc

**"MATCHING FUNDS CLAIMED" COLUMN:** If applicable, enter the amount to be claimed as match for the reporting period. This needs to be shown under specific budget categories according to what is in the currently approved Attachment 3 (Grant Work Plan). Enter the match budget amount on the "GRANT BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column.

**NOTE: DO NOT ENTER ANYTHING IN THE TABLE'S SHADED AREAS AS THEY ARE AUTO CALCULATED.**

**GRANTEE CERTIFICATION:** Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

**Required Back-up Documentation for each Deliverable:**

**Exhibit C - Part 2 - Invoice Report Detail for Reimbursement for each deliverable.**

**Exhibit C - Part 3 - Match Schedule Report for each deliverable.**

**Copies of Invoices (Not applicable to state agencies)**

**Copies of canceled checks (Not applicable to state agencies)**

**Copies of Travel Reimbursements (if applicable)**

**FLAIR Report (State agencies only)**

**Copies of Volunteer Logs (if applicable)**

**Copies of all In-Kind Donations**

**NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form (available from staff of the Florida Coastal Management Program or use your affiliation's reimbursement form, provided it has been approved by the Florida Department of Financial Services.)**

**\*\*PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment \*\*

Questions regarding completion of the Payment Request Form should be directed to the Department's Grant Manager, identifying on Page 1 of the Agreement

**SCHEDULE OF INVOICES FOR REMINBURSEMENT  
EXHIBIT - C**

DEP Agreement No.: 0  
 Task No.: 0  
 Project Title: 0

Task Amount Requested: \$ 0  
 Performance Period: 0

<b>SALARIES</b>								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
12/14/1927	5/2/21	test description	tdk	\$ 5,000.00				
<b>Total Salaries</b>								\$ -
<b>FRINGE BENEFITS</b>								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
<b>Total Fringe Benefits</b>								\$ -
<b>TRAVEL</b>								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED
<b>Total Travel Charges</b>								\$ -
<b>EQUIPMENT</b>								
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED

SCHEDULE OF INVOICES FOR REMINBURSEMENT  
EXHIBIT - C

DEP Agreement No.: \_\_\_\_\_ 0  
 Task No.: \_\_\_\_\_ 0  
 Project Title: \_\_\_\_\_ 0

Task Amount Requested: \$ \_\_\_\_\_ -  
 Performance Period: 0

							<b>Total Equipment Charges</b>	<b>\$ -</b>



**SCHEDULE OF INVOICES FOR REIMBURSEMENT  
EXHIBIT - C**

DFP Agreement No.: 0  
 Task No.: 0  
 Project Title: 0

Task Amount Requested: \$ 0  
 Performance Period: 0

<b>SUPPLIES</b>									
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED	
<b>Total Supply Charges</b>								\$	-
<b>CONTRACTUAL SERVICES</b>									
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED	
<b>Total Contractual Services Charges</b>								\$	-
<b>OTHER EXPENSES</b>									
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED	
<b>Total Other Charges</b>								\$	-

Exhibit\_C\_Payment\_Request\_Packet

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING**

**EXHIBIT C - PART 2**

**INVOICE REPORT DETAIL INSTRUCTIONS**

**DEP AGREEMENT NO.:** This field will auto populate based on the DEP grant agreement number entered on Exhibit C - Part 1

**TASK AMOUNT REQUESTED:** This field will auto populate after entering in all the detail information into the report, to reflect the total requesting for reimbursement

**TASK NO.:** This field will auto populate based on the deliverable number entered on Exhibit C - Part 1

**PROJECT TITLE:** This field will auto populate based on the grant agreement title entered on Exhibit C - Part 1

**PERFORMANCE PERIOD:** This field will auto populate based on the Performance Period dates entered on Exhibit C - Part 1

**NOTE:** All shaded areas will automatically populate with each categories totals, based on the detail information that you provide for each line item

**SALARIES:** Provide an itemized listing of expenditures for Salaries, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**FRINGE BENEFITS:** Provide an itemized listing of expenditures for Fringe Benefits, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**INDIRECT CHARGES:** Provide the amount of the indirect to be charged to this Deliverable, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**CONTRACTUAL SERVICES:** Provide an itemized listing of expenditures for Contractual Services, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**TRAVEL:** Provide an itemized listing of expenditures for Travel, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**EQUIPMENT:** Provide an itemized listing of expenditures for Equipment, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**MISCELLANEOUS EXPENSES:** Provide an itemized listing of all other miscellaneous expenses, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**Required Back-up Documentation for each deliverable:**

**EXHIBIT C - PART 2 - INVOICE REPORT DETAIL IS REQUIRED FOR EACH DELIVERABLE.**

**Copies of Invoices** (*Not applicable to state agencies*)

**Copies of canceled checks** (*Not applicable to state agencies*)

**FLAIR Report** (*State agencies only*)

**Copies of Volunteer Logs** (*if applicable*)

**\*\* PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment \*\*

**SCHEDULE OF MATCH  
EXHIBIT - C**

DEP Agreement No.: 0  
 Task No.: 0  
 Project Title: 0

Task Amount Requested: \$ 0  
 Performance Period: 0

<b>SALARIES</b>									
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED	
<b>Total Salaries</b>								\$	-
<b>FRINGE BENEFITS</b>									
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED	
<b>Total Fringe Benefits</b>								\$	-
<b>TRAVEL</b>									
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED	
<b>Total Travel Charges</b>								\$	-
<b>EQUIPMENT</b>									
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED	

SCHEDULE OF MATCH  
EXHIBIT - C

DEP Agreement No.: \_\_\_\_\_ 0  
Task No.: \_\_\_\_\_ 0  
Project Title: \_\_\_\_\_ 0

Task Amount Requested: \$ \_\_\_\_\_  
Performance Period: 0

							<b>Total Equipment Charges</b>	\$ -

**SCHEDULE OF MATCH  
EXHIBIT - C**

DEP Agreement No.: \_\_\_\_\_  
 Task No.: \_\_\_\_\_  
 Project Title: \_\_\_\_\_

Task Amount Requested: \$ \_\_\_\_\_  
 Performance Period: 0 \_\_\_\_\_

<b>SUPPLIES</b>									
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED	
<b>Total Supply Charges</b>								<b>\$</b>	<b>-</b>
<b>CONTRACTUAL SERVICES</b>									
VENDOR INVOICE DATE	DESCRIPTION OF EQUIPMENT PURCHASED	VENDOR NAME	INVOICED AMOUNT	TRANSACTION NUMBER	CHECK/VOUCHER NUMBER	CHECK AMOUNT	PAYMENT TYPE USED	AMOUNT CLAIMED	
<b>Total Contractual Services Charges</b>								<b>\$</b>	<b>-</b>
<b>OTHER EXPENSES</b>									
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER	CHECK AMOUNT/TRANSACTION AMOUNT	AMOUNT CLAIMED	
<b>Total Other Charges</b>								<b>\$</b>	<b>-</b>

**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING  
EXHIBIT C - PART 3  
MATCH SCHEDULE FORM INSTRUCTIONS**

**DEP AGREEMENT NO.:** This field will auto populate based on the DEP grant agreement number entered on Exhibit C - Part 1

**TASK NO.:** This field will auto populate based on the deliverable number entered on Exhibit C - Part 1

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement

**TASK MATCH AMOUNT CLAIMED:** This field will auto populate based on the details provided in the tables below

**PROJECT TITLE:** This field will auto populate based on the grant agreement title entered on Exhibit C - Part 1

**PERFORMANCE PERIOD:** This field will auto populate based on the Performance Period dates entered on Exhibit C - Part 1

**NOTE:** All shaded areas will automatically populate with each categories totals, based on the detail information that you provide for each line item.

**SALARIES:** Provide an itemized listing of expenditures for Salaries, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**FRINGE BENEFITS:** Provide an itemized listing of expenditures for Fringe Benefits, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**INDIRECT CHARGES:** Provide the amount of the indirect to be charged to this Deliverable, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**CONTRACTUAL SERVICES:** Provide an itemized listing of expenditures for Contractual Services, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**TRAVEL:** Provide an itemized listing of expenditures for Travel, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**EQUIPMENT:** Provide an itemized listing of expenditures for Equipment, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**MISCELLANEOUS EXPENSES:** Provide an itemized listing of all other miscellaneous expenses, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on

**EXHIBIT C - PART 3 - MATCH SCHEDULE IS REQUIRED FOR EACH DELIVERABLE.**

**\*\*PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment\*\*

**DEP AGREEMENT NO. CZ\_\_\_\_\_**

***Project Title***

***Grantee Name***

**Final Project Report**



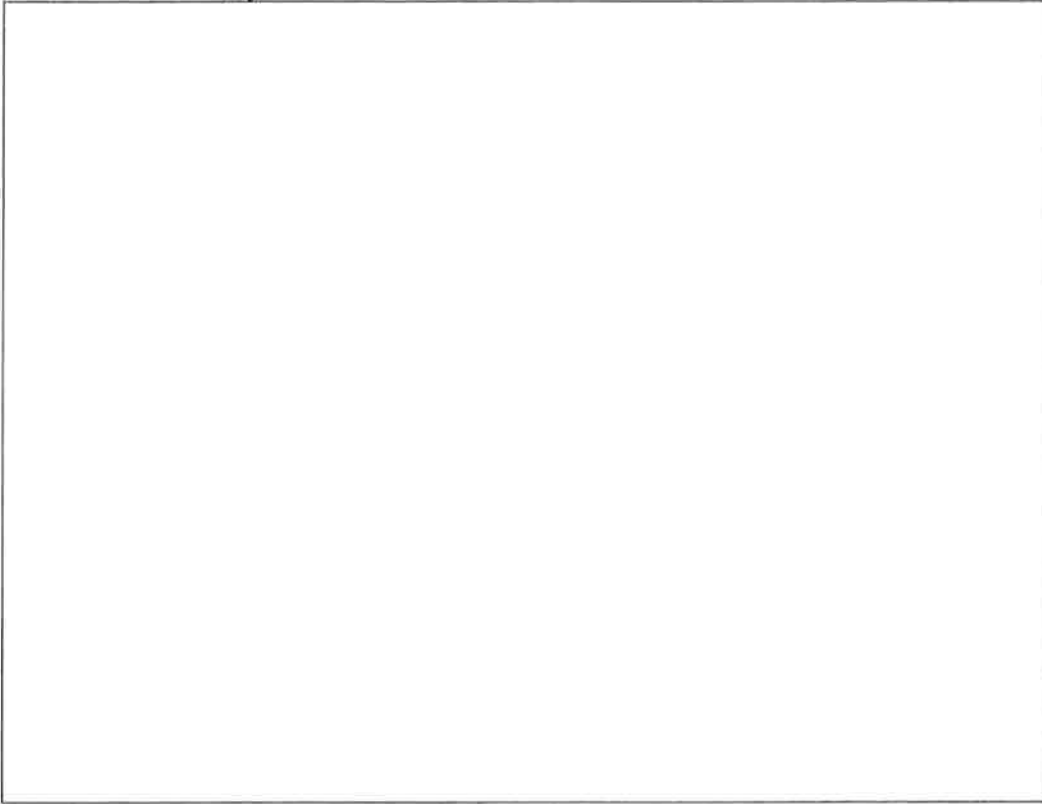
This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. \_\_\_\_\_. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies.

***Month & year***

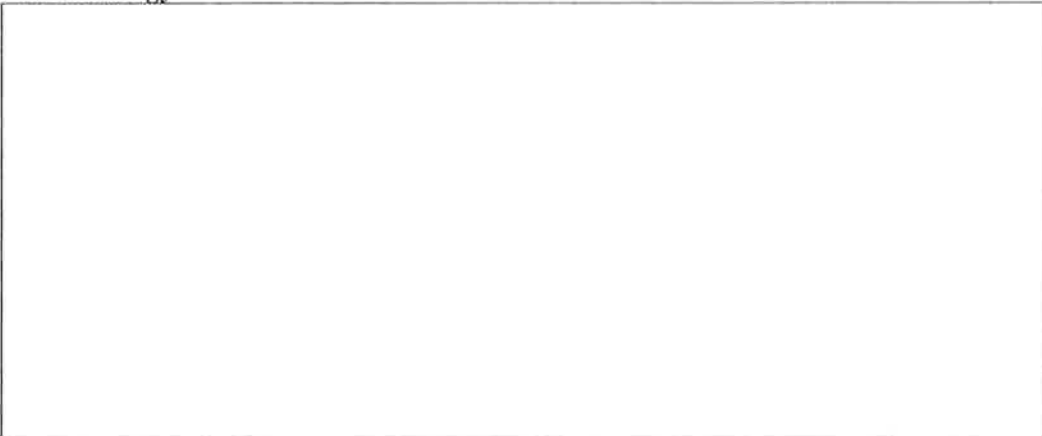
**Final Project Report for CZ\_\_**

*Project Title*

**Executive Summary**



**Methodology**





**Outcome**

--

**Further Recommendations**

--

**INSTRUCTIONS FOR COMPLETING  
Exhibit F  
FINAL PROJECT REPORT FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with CZ###.

**GRANTEE NAME:** Enter the name of the grantee's agency.

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**MONTH & YEAR:** Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified on page 1 of this Agreement.

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**Florida Department of Environmental Protection**  
**EXHIBIT G**  
**PHOTOGRAPHER & MODEL RELEASE FORM**  
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

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**RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

Owner/Submitter's Name \_\_\_\_\_

Address \_\_\_\_\_

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

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photo/Video/Audio/Artwork Recording Filename(s): \_\_\_\_\_

Location of photo/video/audio recording/artwork: \_\_\_\_\_

Name of Person Accepting Work Submission: \_\_\_\_\_



**Florida Department of Environmental Protection  
EXHIBIT G  
PHOTOGRAPHER & MODEL RELEASE FORM  
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

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**MODEL RELEASE FORM: PHOTO/VIDEO/AUDIO/ARTWORK**

This model release form will be used for all State of Florida—Department of Environmental Protection, Land and Recreation brochures, websites, displays, articles, magazines, programs, advertisements or events.

**Photo Release for Adults**

I, being 18 years or older, hereby consent that the videotapes, photographs, motion picture film and/or artwork in any form in which I appear, and/or audio recordings made of my voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television, without compensation. Furthermore, I hereby consent that such photographs, films, negatives and recordings, and the plates and/or tapes or other medium from which they are made shall be the property of the Florida Department of Environmental Protection, its assigns or successors. They shall have the right to sell, duplicate, reproduce, and make other lawful uses of such photographs, films, recordings, plates, tapes and art work as they may desire, free and clear of any claim whatever on my part, in perpetuity.

**IN WITNESS WHEREOF** I have hereunto set my hand, in the State of Florida, this \_\_\_\_\_ day  
of  
\_\_\_\_\_, 20\_\_\_\_

Location: \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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



**Florida Department of Environmental Protection**  
**EXHIBIT G**  
**PHOTOGRAPHER & MODEL RELEASE FORM**  
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**Photo Release for Minors**

I being Parent/Guardian of \_\_\_\_\_, hereby consent that the videotapes, photographs, motion picture film or artwork in any form for which he/she posed, and/or audio recordings made of his/her voice may be used by the Florida Department of Environmental Protection, its assigns or successors, in whatever way they desire, including television without compensation. Furthermore, I hereby consent that such photographs, films, negatives and recordings and the plates and/or tapes or other medium from which they are made shall be the property of the Florida Department of Environmental Protection, its assigns or successors, and they shall have the right to sell, duplicate, reproduce and make other uses of such photographs, films, recordings, plates, tapes and art work as they may desire free and clear of any claim whatsoever on my part or my child's part, or by anyone who may claim by or through my child, in perpetuity.

**IN WITNESS WHEREOF** I have hereunto set my hand, in the State of Florida, this

\_\_\_\_\_ day of

\_\_\_\_\_, 2\_\_\_\_\_

Signature of parent \_\_\_\_\_

Name of child \_\_\_\_\_

Name of parent \_\_\_\_\_

Address \_\_\_\_\_

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

TOWN OF LAKE PARK  
 PROPOSED FEE  
 2nd ST GREEN INFRASTRUCTURE PROJECT

TASK ITEM AND DESCRIPTION	Sr Engineer	Associate Engineer Pri Mgr	Staff Engineer	Engineering Design Technician	Field Inspector	Admin	Total Hours (hrs)	Total Labor Cost (hrs x rate)	Task Subtotal Fee
	\$ 115.00	\$ 110.00	\$ 95.00	\$ 65.00	\$ 80.00	\$ 65.00			
<b>1.0 DATA COLLECTION AND MANAGEMENT</b>									<b>\$ 2,220.00</b>
1.1 Collection and Analysis of Utility As-Built Data	2	8					10	\$ 1,110.00	
1.2 Coordination of Field Survey Data Collection	2	8					10	\$ 1,110.00	
<b>2.0 PRE-LIMINARY ENGINEERING AND PLANNING (30%)</b>									<b>\$ 10,680.00</b>
2.1 Basemap Development	4	16		16			36	\$ 3,260.00	
2.2 Hydrologic/Hydraulic Modeling	8	8	40				56	\$ 5,200.00	
2.3 Conceptual Site Layout	4	16					20	\$ 2,220.00	
<b>3.0 ENGINEERING DESIGN AND SITE LAYOUT (60%)</b>									<b>\$ 20,940.00</b>
3.1 Bio-Swale Siting and Civil Design	4	24	24				52	\$ 5,140.00	
3.2 Intersection Design and Civil Design	8	40	16				64	\$ 6,680.00	
3.3 60% Plans	4	32	16	24			76	\$ 6,900.00	
3.4 Quantity Takeoff Estimate	4	16					20	\$ 2,220.00	
<b>4.0 DETAILED ENGINEERING DESIGN (90%)</b>									<b>\$ 16,015.00</b>
4.1 90% Plans and Detailed Specifications	8	40	40	24			112	\$ 10,280.00	
4.2 Engineer's Opinion of Probable Cost	1	24	8				33	\$ 3,435.00	
4.3 Utility Coordination	1	16	5				22	\$ 2,300.00	
<b>5.0 FINAL PLANS AND SPECIFICATIONS (100%)</b>									<b>\$ 11,345.00</b>
5.1 Final Ready To Advertise Plans and Project Manual	4	40	8			17	69	\$ 6,645.00	
5.2 Final Engineer's Opinion of Probable Cost	4	8					12	\$ 1,340.00	
5.3 Pre-Bid and Contractor Procurement Technical Support	8	16	8				32	\$ 3,360.00	
<b>SUBTOTAL DIRECT LABOR</b>									<b>\$ 61,200.00</b>
Subconsultant: Geotechnical Sampling and Testing								\$ 5,000.00	
Subconsultant: Topographic and Tree Survey / Subsurface Utilities								\$ 18,800.00	
<b>DIRECT EXPENSES</b>									<b>\$ 23,800.00</b>
<b>TOTAL COST</b>									<b>\$ 85,000.00</b>

**PROPOSED SCOPE OF SERVICES  
FOR TOWN OF LAKE PARK  
SECOND STREET GREEN INFRASTRUCTURE PROJECT**

**PART 1.0 PROJECT OVERVIEW**

***Background***

The Town of Lake Park seeks to develop a scope of services to perform a drainage improvement project along Second Street between the intersection of Second Street and Foresteria Dr to the intersection of Second Street and Evergreen Drive. This area has been previously identified as prone to nuisance flooding per the Town’s Stormwater Masterplan.



**Second Street GI Project Area**

WRMA proposes green infrastructure swales along the West and East side of the grassed Right of Way in addition to necessary improvements to the roadway pavement, sidewalks and curb returns, between the intersection of Second St and Foresteria Dr to the intersection of Second St and Evergreen Dr.

***Project Site Data Collection Requirements***

Topographic and Boundary data will be collected from the field through traditional surveying methods. Geotechnical samples will also be collected from the grassed areas as well as the existing pavement, in order to determine depth of pavement, soil composition, and rates of infiltration.

***Utility Coordination***

The proposed project will require coordination with multiple above and below ground utility area operators including:

- Electric - Florida Power and Light
- Cable - Comcast Cable
- Water and Sewer - Seacoast Utility Authority
- Gas - Florida Public Utilities
- Stormwater - Town of Lake Park
- Telephone - AT&T

Utility information will be collected and included in the preliminary engineering plans.

The following Scope of Services is proposed.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY WRMA ON THE PROJECT**

**Task 1 – Data Collection and Management**

**1.1 Collection and Analysis of Utility As-Built Data**

WRMA shall communicate with the Town, FDOT, FP&L and other utilities as necessary to obtain as-built information for existing utilities in or around the Second Street project area. As-Built information will be analyzed during the preliminary planning process to locate potential utility conflicts during the siting of proposed GI swales.

**1.2 Coordination of Field Survey Data Collection**

WRMA and its subconsultants shall perform a topographic, tree and boundary survey of the project area to determine the horizontal and vertical layout of the site surface features. WRMA and its subconsultants shall also perform a subsurface utility investigation to determine the horizontal location and depth of utilities within the project area.

WRMA and its subconsultants shall also perform geotechnical sampling and testing of the proposed project area including:

- Two (2) 10 ft deep Standard Penetration Test (SPT) borings shall be performed in the grassed swale areas in addition to permeability testing to determine rates of infiltration.



- Two (2) 10ft Standard Penetration Test (SPT) borings with pavement coring. These pavement cores shall be performed at the intersections of 2nd Street and Foresteria Drive, and the nearest intersection of 2nd Street and Evergreen Drive.

**Task 1 Deliverable**

WRMA shall provide the Town with a topographic survey and utility basemap of the existing site conditions, and the geotechnical report of the pavement cores and soil testing performed. WRMA shall provide a summary of the utility lines identified during the SUE field data collection.

**TASK 2.0 PRE-LIMINARY ENGINEERING AND PLANNING (30%)**

**2.1 Basemap Development**

WRMA shall develop a project basemap of the project site displaying all information collected including topographic, boundaries, Right-of-Way and utility information. The basemap shall be used for preliminary engineering design and further project development.

**2.2 Hydrologic/Hydraulic Modeling**

The objective of the hydrologic and hydraulic modeling activity is to determine the hydrologic response of the catchment and the volume of excess stormwater runoff in order inform and facilitate the sizing and placement of the GI swales within the Town's Right of Way.

**2.3 Conceptual Site Layout**

In coordination with the Town, WRMA shall site and design Green Infrastructure swales along the East and West sides of the Right of Way on Second Street within the project limits. WRMA shall prepare a site layout showing the proposed GI facilities in plan and section views.

**Task 2 Deliverable**

WRMA shall provide the Town with an existing conditions basemap and a conceptual site layout (30% plans) of the proposed green infrastructure swales and the limits of the proposed pavement restoration within the project limits.

**TASK 3.0 ENGINEERING DESIGN AND SITE LAYOUT (60%)**

**3.1 Bio-Swale Siting and Civil Design**

WRMA will select, site and design Green Infrastructure Swales along the West and East sides of the Second Street Right of Way within the project limits. The green infrastructure swales will be sited and sized taking into consideration the hydraulics and topography of the site.

**3.2 Intersection Design and Civil Design**

WRMA shall provide civil engineering design for the roadway pavement restoration and sidewalk improvements from the intersection at Second Street and Foresteria Drive to the nearest intersection of Second Street and Evergreen Drive.

**3.3 60% Plans**

Based on the selected design concept, WRMA shall coordinate with the Town of Lake Park, to prepare a set of 60% plans. Engineering design of plans, profiles, cross sections and civil details shall be provided

on plans. WRMA shall deliver the 60% plans in electronic and/or hard copy format as requested by the Town.

### **3.4 Quantity Takeoff Estimate**

Following completion of the 60% plans, WRMA shall develop a quantity takeoff for the proposed construction of the GI facilities. From the takeoff, a construction cost estimate shall be developed and provided to the Town.

### **Task 3 Deliverable**

WRMA shall provide the Town with a 60% plan set and quantity takeoff construction cost estimate.

## **TASK 4.0 DETAILED ENGINEERING DESIGN (90%)**

### **4.1 90% Plans and Detailed Specifications**

WRMA will coordinate with the Town of Lake Park, to prepare a set of 90% plans. The 90% plans will include any identified utility conflicts, or relocations proposed and a TTC plan. The 90% plans will provide, plans, sections and profiles of all proposed features. The 90% plans will also provide a demolition and removal plan, for any existing site features requiring removal. WRMA shall deliver the 90% plans in electronic and/or hard copy format as requested by the Town.

### **4.2 Engineer's Opinion of Probable Cost**

Following completion of the 90% plans, WRMA shall develop a 90% engineer's opinion of probable cost for the proposed construction of the GI facilities.

### **4.3 Utility Coordination**

WRMA shall communicate and coordinate with existing utility area operators to determine or identify locations of existing utilities and/or potential utility conflicts with the proposed plans for construction of the GI swales. Any conflicts identified will be discussed with utility operators and should relocations be required, WRMA shall assist utility operators to identify optimal relocation options.

### **Task 4 Deliverable**

WRMA will provide a 90% plan set to the Town, a cost estimate for construction, and sample renderings of the proposed GI swales along Second Street within the project limits, as well as a provide a summary report on any potential utility conflicts, should any be identified.

## **TASK 5.0 FINAL PLANS AND SPECIFICATIONS (100%)**

### **5.1 Final Ready to Advertise Plans and Project Manual**

WRMA will coordinate with the Town of Lake Park, to prepare a set of 100% Ready to Advertise Plans. Final 100% plans shall include plans, profiles and cross sections and civil details for the proposed GI swales and roadway and sidewalk improvements within the Right of Way. WRMA shall make any final revisions necessary to the construction plans, following a final comment period. All plans and technical specifications shall be compiled into a Project Manual, for inclusion into a bid package in preparation for advertisement during the contractor procurement phase. WRMA shall deliver the 100% plans and project manual in electronic and/or hard copy format as requested by the Town.

**5.2 Final Engineer's Opinion of Probable Cost**

Following completion of the 100% plans, WRMA shall develop a final engineer's opinion of probable cost for the proposed construction of the GI swales and roadway restoration improvements.

**5.3 Pre-Bid and Contractor Procurement Technical Support**

WRMA will attend the pre-construction meeting for the project and address any contractor RFIs during the bidding process and if needed, assist in the evaluation of bids and determination of the lowest responsive bid. Construction phase services, while not included in this proposal, can be provided by WRMA, under separate proposal upon request from the Town.

**Task 5 Deliverable**

WRMA shall provide to the Town Public Works Department the Final Ready to Advertise Construction Plans and Technical Specifications, the Final Project Manual, an engineer's opinion of probable cost for construction, and any RFI and/or addenda responses requested from interested bidders during the Contractor procurement bidding period.

**END OF SCOPE OF SERVICES**

**PART 3.0 OWNER RESPONSIBILITIES**

Provide WRMA, with any previous or current As-Built drawings for all areas within the project limits, as well other relevant property records, building permits and inspection documentation of any areas within the project limits. Provide Right-of-Entry to all Rights of Way, drainage, utility, maintenance, and Town owned easements and parcels.

**PART 4.0 PERIODS OF SERVICE**

From NTP to August 31, 2022 or until Final Completion of the Scope of Services.

**PART 5.0 SCHEDULE**

<u>Task 1 Deliverables</u> Topographic Survey and Utility Basemap, Geotechnical Report and Existing Utility Summary	<u>Deliverable Due</u> 30 Days from NTP
<u>Task 2 Deliverables</u> Project Site Basemap of Existing Conditions, Conceptual Site Layout	<u>Deliverable Due</u> 60 Days from NTP
<u>Task 3 Deliverables</u> 60% Plans, Quantity Takeoff Construction Cost Estimate	<u>Deliverable Due</u> 90 Days from NTP
<u>Task 4 Deliverables</u> 90% Plans, Cost Estimate, Sample Renderings, Summary Report of Potential Utility Conflicts	<u>Deliverable Due</u> 120 Days from NTP



Task 5 Deliverables

Final Ready to Advertise Construction Plans and Technical Specifications, the Final Project Manual, Cost Estimate for Construction, and any RFI and Addenda Responses

Deliverable Due

150 Days from NTP

**PART 6.0 FEES**

The proposed Not-to-Exceed fee for this project is **\$85,000.00**. This fee includes all direct labor and direct expenses.

A detailed fee schedule and task by task breakdown is attached to this proposal.



# TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 6, 2021

Agenda Item No. Tab 7

**Agenda Title: Resolution Authorizing and Directing the Mayor to Execute a Contract with M & M Asphalt Maintenance Inc., d/b/a All County Paving for Maintenance and Repair of Streets, Roads, and Sidewalks, and Other Related Services per the Terms and Conditions of City of Sunrise/All County's Agreement No. 2020000111 (Cooperative Purchase).**

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]*

Date: 9-29-21

*RT*  
Roberto F. Travieso/Public Works Director  
Name/Title

<p><b>Originating Department:</b>  <b>Public Works</b></p>	<p>Costs: N/A Funding Source: Acct. # N/A [ ] Finance _____</p>	<p><b>Attachment 1:</b> - Resolution No. <u>64-10-21</u> <b>Attachment 2:</b> - Draft Agreement between Town of Lake Park and All County Paving. <b>Attachment 3:</b> - City of Sunrise/All County Agreement</p>
<p><b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____ OR Not applicable in this case <b>RT</b> <b>Please initial one.</b></p>

**Summary Explanation/Background:**

The Town of Lake Park is responsible for planning, constructing, operating, and maintaining its streets, roads, and sidewalks and as of September 24, 2021, nearly **1.25 miles** of the Town's concrete

sidewalks are in immediate need of repair.

The proposed “piggyback” agreement (Attachment 2) will allow the Town to establish a more responsive and dependable street, road, and sidewalk maintenance service under a single, flexible contract that was publicly and competitively solicited by the City of Sunrise for M & M Asphalt Maintenance, Inc., d/b/a All County Paving, “Contractor”, (Attachment 3).

Additionally, the agreement covers an array of items and was awarded by City of Sunrise to the lowest responsive and responsible bidder, Contractor, with an effective date of December 1, 2019 for a duration of one (1) year and was subsequently extended through November 30, 2022 (Attachment 3). The agreement also includes a second one (1) year renewal option, subject to approval by the City of Sunrise.

Moreover, the Contractor is willing to extend the same advantageous terms and conditions found within the City of Sunrise contract to the Town of Lake Park.

Finally, the agreement will serve as the vehicle to execute operational funding authorized by the Town Commission for these purposes.

The total combined approved budget for street, road, and sidewalk repairs for FY21-22 is \$110,000.00, which includes distributions from the following line items:

Sidewalk Improvements:	\$60,000.00
Street/Road Improvements:	<u>\$50,000.00</u>
	<b>\$110,000.00</b>

Staff envisions utilizing this contract, beginning on October 1, 2021, to continue addressing a backlog of sidewalk repairs and replacing select asphalt pavement sections on Town streets and roads.

These repairs will come before the Commission at a later time, as required, for individual work authorization.

**Recommended Motion:** I move to adopt Resolution No. 64-10-21



**RESOLUTION 64-10-21**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH M & M ASPHALT MAINTENANCE, INC., D/B/A ALL COUNTY PAVING, FOR MAINTENANCE AND REPAIR OF STREETS, ROADS, AND SIDEWALKS AND RELATED SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

**WHEREAS**, the Town is responsible for planning, constructing, operating, and maintaining its streets, roads and sidewalks and requires a contractor to perform such services; and

**WHEREAS**, the City of Sunrise has bid and awarded a one-year contract to M & M Asphalt Maintenance, Inc., d/b/a All County Paving, (“Contractor”) whereby the Contractor will be providing the City with maintenance and repair services for its streets, roads, and sidewalks, and providing other related services; and

**WHEREAS**, the Contractor is providing these services to the City of Sunrise per contract number 20200000111, effective from December 1, 2019 through November 30, 2022; and

**WHEREAS**, the City of Sunrise’s solicitation of services permitted the Contractor to provide its services to other governmental units based upon the same terms, conditions, and pricing, and the Contractor agreed as part of its contract to do so; and

**WHEREAS**, pursuant to the Town’s purchasing procedures, the Town may enter into contracts for services with contractors when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms; and

**WHEREAS**, the Town would like to “piggy back” the contract that was entered into between the City of Sunrise and Contractor; and

**WHEREAS**, the Contractor has agreed to provide the necessary services and resources to the Town based upon the same pricing, terms and conditions as set forth in the contract it entered into with the City of Sunrise, contract number 2020000111; and

**WHEREAS**, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to “piggy back” and enter into a contract with the Contractor based upon the same pricing, terms and conditions pursuant to the agreement between the City of Sunrise and Contractor.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute an agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit A, with the Contractor for services associated with the maintenance and repair of the Town’s streets, roads, and sidewalks.

**Section 3.** This Resolution shall take effect immediately upon its execution.

**AGREEMENT FOR MAINTENANCE AND REPAIR OF ASPHALT AND CONCRETE  
PAVEMENTS AND RELATED SERVICES.**

**THIS AGREEMENT FOR MAINTENANCE AND REPAIR OF ASPHALT AND CONCRETE PAVEMENT AND RELATED SERVICES (AGREEMENT)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and M & M Asphalt Maintenance, Inc., d/b/a All County Paving, 1180 SW 10<sup>th</sup> Street, Delray Beach, FL 33444 ("Contractor").

**WITNESSETH THAT**

**WHEREAS**, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

**WHEREAS**, the Town is responsible for planning, constructing, operating, and maintaining transportation facilities owned by the Town; and

**WHEREAS**, the Town requires the services of a contractor to perform services, including, but not limited to the maintenance and repair of asphalt and concrete pavement; and

**WHEREAS**, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to "piggyback" onto a contract procured by another governmental entity when it has competitively solicited, selected and contracted with a contractor for substantially the same services as those that are needed by the town; and

**WHEREAS**, on December 1, 2019, the Contractor entered into that certain Agreement Number 2020000111 with the City of Sunrise, whereby it contracted to provide maintenance and repair services associated with the City's streets, roads, and sidewalks, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

**WHEREAS**, the Town desires to "piggyback" onto the agreement between the Contractor and City of Sunrise for the same or similar services and pricing for maintenance and repair of its streets, roads, and sidewalks and other related services; and

**WHEREAS**, pursuant to the City of Sunrise's solicitation and its agreement with the Contractor, the Contractor agreed to offer the same services at the same pricing to other governmental entities.

**NOW THEREFORE**, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct.

2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.
- b. Upon the request of the Town, provide any such public records.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
- d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
- e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).

3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of the Agreement with the City of Sunrise and agrees to provide to the Town the same services based upon these same terms, conditions and pricing for asphalt and concrete pavements maintenance and repair services as are set forth in its agreement executed with City of Sunrise on December 1, 2019, a copy of which is attached hereto and incorporated herein.
4. The Town agrees to pay for the services of the Contractor based upon the same terms and conditions as set forth in the Agreement with the City of Sunrise.
5. The terms and conditions of the agreement with the City of Sunrise are hereby supplemented and incorporated into this Agreement, as follows:

The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for which the mobilization is purposed. The mobilization costs shall be reflected in a written supplement to this Agreement which is to be attached hereto prior to its execution.

6. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.
7. Notices to the Contractor and Town be directed to the addresses reflected hereinabove.
8. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**IN WITNESS WHEREOF**, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez, Town Clerk

By: \_\_\_\_\_  
Michael O'Rourke, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2021 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

WITNESSES:

Contractor:

By: [Signature]  
Denisse Camerin

By: [Signature]  
Its: Executive Vice President

Printed Name

Jeffrey Cohen

Printed

[Signature]  
DENISE ROSELLE

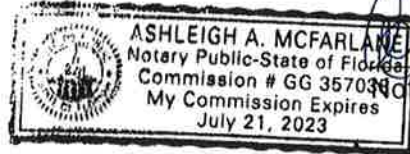
Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 8 day of September 2021 by Jeffrey Cohen, as Exec. VP of M+M Asphalt Maintenance, Inc. and who is personally known to me or has produced aka All County Paving as identification.

(NOTARY SEAL)



[Signature]  
Notary Public, State of Florida

**FINANCE & ADMINISTRATIVE SERVICES**  
Purchasing Office  
Phone: 954-572-2274  
Fax: 954-578-4809



October 11, 2019

Jeffrey Cohen, Executive Vice President  
**M & M Asphalt Maintenance Inc. d/b/a All County Paving**  
1180 SW 10th Street  
Delray Beach, FL 33444  
E-mail address: [publicworks@allcountypaving.com](mailto:publicworks@allcountypaving.com)  
Vendor No. **1449**

**Re: Letter of Award**  
**Road Restoration Services**

**Solicitation No.**      **BID 19-43-06-MS**  
**Resolution No:**      **19-151**      **Commission approval :**      **Tuesday, October 8, 2019**  
**Munis Contract No:**      2020000111

Dear Contractor:

This notice is to advise you that the Sunrise City Commission awarded your firm the above referenced bid.

See attached bid submittal for pricing information.

	<b>Start Date:</b>	<b>End Date:</b>
<b>Original Contract Period:</b>	12/1/2019	11/30/2021
<b>Renewal Options:</b>		
First Renewal Period:	12/1/2021	11/30/2022
Second Renewal Period:	12/1/2022	11/30/2023

Per Bid Documents the successful Contractor shall provide a Certificate of Insurance at time of award. Please provide insurance no later than October 21, 2019.

When all the required documents have provided by your firm and reviewed by the City, the Procurement Manager will issue you a Purchase Order. Should you have any questions, do not hesitate to contact me.

Sincerely,

Maria Salvatierra, CPPO  
Procurement Specialist  
Direct No: 954-572-2484.  
Fax No: 954-578-4809  
E-mail address: [msalvatierra@sunrisefl.gov](mailto:msalvatierra@sunrisefl.gov)

**SECTION 5 - BID SUBMISSION CHECK LIST**

<b>COMPANY NAME:</b> (Please Print): <u>M&amp;M Asphalt Maintenance Inc., d/b/a All County Paving</u>
<b>Phone:</b> 561-588-0949 <b>Fax:</b> 561-588-2140

**BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...**

- 1. Carefully read the SPECIFICATIONS.
- 2. Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").
- 3. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
- 4. Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
- 5. Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D"), if required.
- 6. Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.
- 7. CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, if required, with your Bid (Schedule "F").
- 8. Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
- 9. Clearly mark the BID NUMBER AND BID NAME on the outside of your envelope.
- 10. Submit one (1) original (marked "Original") and two (2) photocopies (all collated and marked "Copy") of bid; Two (2) electronic true and exact copies of the bid on CD, flash drive or DVD in .pdf format.
- 11. Include a Bid Bond, if applicable.
- 12. Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.

**FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**  
**THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.**  
**THIS SHOULD BE THE FIRST PAGE OF YOUR BID.**



**Road Restoration Services**  
**BID No. : 19-43-06-MS**  
**SCHEDULE 'A'**  
**CITY OF SUNRISE**  
**BID SHEET & CERTIFICATION**

81D 19-43-06-MS Road Restoration Services

**ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING**

Vendor				<b>M&amp;M Asphalt Maintenance Inc., d/b/a All County Paving</b>	
Item No.	Est Qty	Unit of Measure	Description	Price per Qty	Extended Price
1	4	Work Order	Mobilization and demobilization (move in – move out) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer and gas).	\$795.00	\$3,180.00
2	4	Work Order	Maintenance of traffic (MOT) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer and gas).	\$495.00	\$1,980.00
3	1000	LF	Furnish all materials, labor, and equipment to sawcut existing asphalt (any depth).	\$1.00	\$1,000.00
4	200	LF	Furnish all materials, labor, and equipment to sawcut concrete sidewalks or concrete driveways or concrete curbing (any depth)	\$3.00	\$600.00
5	1500	SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing asphalt pavement (any depth)	\$0.95	\$1,425.00
6	1500	SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing back fill trench materials up to 15" below finished grade	\$1.75	\$2,625.00
7	800	SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing concrete sidewalk or driveways	\$2.45	\$1,960.00
8	200	LF	Furnish all materials, labor, and equipment to excavate, remove and dispose away existing concrete curbing (curb & gutter, valley gutter and curbing)	\$8.00	\$1,600.00
9	1500	SF	Furnish all materials, labor, and equipment to excavate, remove and dispose away existing concrete paver blocks	\$2.50	\$3,750.00
10	75000	SF	Furnish all materials, labor and equipment to seal coat existing asphalt pavement including two coats of coal tar pitch emission, silica sand, and spread with squeegee or brush. Also include all the preparation, pressure cleaning and removal of all oil stain/dripping.	\$0.15	\$11,250.00
11	65	EA	Furnish all materials, labor and equipment to remove and dispose away existing car stop (if it's damaged) or relocate temporarily at the site to be re-installed after seal coating	\$14.00	\$910.00
12	25	EA	Furnish all materials, labor and equipment to install new concrete car stop per city standards	\$34.00	\$850.00
13	1500	SF	Furnish all materials, labor, and equipment to compact existing subgrade, and construct 12" compacted 1imerock in two 6" lifts	\$3.00	\$4,500.00
14	1000	SF	Furnish all materials, labor, and equipment to lay 2" asphalt including sanding, prime coat and tack coat	\$2.55	\$2,550.00
15	500	SF	Furnish all materials, labor, and equipment to lay 3" asphalt including sanding, prime coat and tack coat	\$3.25	\$1,625.00
16	500	SF	Furnish all materials, labor, and equipment to install 4" thick concrete sidewalk (with minimum 3000 Psi tested) including preparation and compaction of base rock materials	\$6.00	\$3,000.00
17	300	SF	Furnish all materials, labor, and equipment to install 6" thick concrete sidewalk (with minimum 3000 Psi) including preparation and compaction of base rock materials	\$7.50	\$2,250.00
18	400	SF	Furnish all materials, labor, and equipment to install 3-1/8" thick concrete pavers of various shapes over 2" thick sand leveling course as well as reconstructing base rock materials	\$10.50	\$4,200.00

Vendor				M&M Asphalt Maintenance Inc., d/b/a All County Paving	
19	400	SF	Furnish all materials, labor, and equipment to install 2-3/8" thick concrete pavers of various shapes over 2" thick sand leveling course as well as reconstructing base rock materials	\$9.95	\$3,980.00
20	100	LF	Furnish all materials, labor, and equipment to install 12" wide x 12" deep concrete header curb bordering paver blocks including preparation and compaction of base rock materials	\$27.00	\$2,700.00
21	100	LF	Furnish all materials, labor, and equipment to install FDOT type (F) concrete curb and gutter including preparation and compaction of base rock materials	\$30.00	\$3,000.00
22	100	LF	Furnish all materials, labor, and equipment to install 2' wide concrete valley gutter including preparation and compaction of base rock materials	\$30.00	\$3,000.00
23	100	LF	Furnish all materials, labor, and equipment to install 6" x 18" deep FDOT type D concrete curbing including preparation and compaction of base rock materials	\$25.00	\$2,500.00
24	400	LF	Furnish all materials, labor and equipment to install pavement marking (4-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.70	\$280.00
25	200	LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.80	\$160.00
26	200	LF	Furnish all materials, labor and equipment to install pavement marking (12-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$1.45	\$290.00
27	100	LF	Furnish all materials, labor and equipment to install pavement marking (24-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$3.15	\$315.00
28	200	LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide blue paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.95	\$190.00
29	2	EA	Furnish all materials, labor and equipment to install pavement marking (blue paint handicap accessible parking symbol in two coats) including preparation, pressure cleaning of pavement.	\$45.00	\$90.00
30	30	EA	Furnish all materials, labor and equipment to install raised pavement markers (reflectors).	\$9.95	\$298.50
31	200	LF	Furnish all materials, labor and equipment to install pavement marking (4-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$1.25	\$250.00
32	200	LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$1.50	\$300.00
33	200	LF	Furnish all materials, labor and equipment to install pavement marking (12-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$3.25	\$650.00
34	200	LF	Furnish all materials, labor and equipment to install pavement marking (24-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$6.25	\$1,250.00
35	4	EA	Furnish all materials, labor and equipment to trim, remove and dispose of tree roots, or stump affecting concrete curbing or sidewalks.	\$295.00	\$1,180.00

Vendor			M&M Asphalt Maintenance Inc., d/b/a All County Paving		
36	2	EA	Furnish all materials, labor and equipment to construct concrete ADA/wheelchair access ramp per City Standard, including preparation and compaction of base rock materials	\$1,395.00	\$2,790.00
37	16	SF	Furnish all materials, labor and equipment to install detectable warnings on existing asphalt or concrete surface. Truncated domes shall conform to FDOT roadway and traffic latest edition design standards, including preparation and pressure cleaning of surface area.	\$35.00	\$560.00
38	5	EA	Furnish all materials, labor, and equipment to excavate, remove existing sign post, mail box post temporary and re-install it back to its original condition.	\$195.00	\$975.00
38	40	HR	Additional Miscellaneous Labor, if required.	\$55.00	\$2,200.00
40	1500	LF	Milling Asphalt at a depth of 1 inch x 12 ft. lane width	\$5.00	\$7,500.00
41	1500	LF	Milling Asphalt at a depth of 1.5 inches x 12 ft lane width	\$7.00	\$10,500.00
42	1500	LF	Resurface with 1 inch compacted FDOT SP 9.5 x 12 ft lane width	\$16.00	\$24,000.00
43	1500	LF	Resurface with 1.5 inches of compacted FDOT SP9.5 x 12 Ft lane	\$19.50	\$29,250.00
<b>TOTAL BID OFFER (ITEMS 1-43)</b>					<b>\$147,463.50</b>

The Contractor's representative/liaison during the performance of the contract shall be: Josh Marfleet Telephone No: 561-302-9361

Emergency Contact Person(s): Josh Marfleet 24 Hour Phone No. 561-302-9361 The City requires a two (2) hour response time for emergency repairs. If you cannot meet this requirement, state your minimum response time: 2 hours can be met Hours.

If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: X No: \_\_\_\_\_  
Orders for Items 40 through 43 will be at 500 LF minimum.

ADDENDUM RECEIPT

Bidder shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

NO Addenda Issued

ADDENDUM NO: \_\_\_\_\_/DATE \_\_\_\_\_ ADDENDUM NO: \_\_\_\_\_/DATE \_\_\_\_\_

M&M Asphalt Maintenance  
Inc, dba All County  
Paving

Vendor Name

Name of Authorized Person

Jeffrey Cohen

Vendor	<b>M&amp;M Asphalt Maintenance Inc., d/b/a All County Paving</b>
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I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name: M&M Asphalt Maintenance Inc., d/b/a All County Paving

Address: 1180 SW 10th Street

City: Delray Beach State: FL Zip: 33444

Phone#: 561-588-0949 Fax#: 561-588-2140 E-Mail: publicworks@allcountypaving.com

Signature:  Title: Executive Vice President

Printed Name: Jeffrey Cohen

FEID or Social Security No.: 61-1595442

**SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT**

Please be advised that pursuant to Section 119.071(5) (a) 2 a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

**SCHEDULE "A"**  
**(Continued)**

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name:

M&M Asphalt Maintenance Inc., d/b/a All County Paving

Address 1180 SW 10th Street

City Delray Beach State FL Zip 33444

Phone# 561-588-0949 Fax# 561-588-2140 E-Mail publicworks@allcountypaving.com

Signature:  Title Executive Vice President

Printed Name: Jeffrey Cohen

FEID or Social Security No. 61-1595442

**SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT**

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**SCHEDULE "C"  
CITY OF SUNRISE**

**BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION**

Preference may be given to Vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL SUBMISSIONS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this Vendor complies fully with the above requirements.

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087

\_\_\_\_\_  
VENDOR'S SIGNATURE

M&M Asphalt Maintenance Inc., d/b/a All County Paving

\_\_\_\_\_  
COMPANY'S NAME

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

**SCHEDULE "D"**  
**CITY OF SUNRISE**  
**BIDDER'S QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

**Company**

Name: M&M Asphalt Maintenance Inc., d/b/a All County Paving

**Address:**

1180 SW 10th Street Delray Beach Florida 33444

Street City State Zip Code  
Telephone: (561) 588-0949 Fax: (561) 588-2140 E-Mail: publicworks@allcountypaving.com

Web Site: www.allcountypaving.com

How many years has your organization been in business under its present name? 10 years Yes

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

n/a

Under what former names has your business operated? :

n/a

At what address was that business located?

n/a

Are You Certified? Yes  No  If Yes, ATTACH COPY OF LICENSE  
Are You Licensed? Yes  No  If Yes, ATTACH COPY OF LICENSE

Has your company or its senior officers ever declared bankruptcy?

Yes  No  If yes, explain:

Are you a sales representative,  distributor,  broker,  manufacturer   
of the commodities/services bid upon?

Have you ever received a Contract or a Purchase Order from the City of Sunrise or other government entity? Yes  No  If Yes, explain (date, service/project, bid title, etc.)

City of Sunrise Road Restoration Services Contract Number 15-17-02MS (6/1/15 - Current)

Have you ever received a complaint on a Contract or bid awarded to you by any government entity? Yes  No  if yes, explain:

Have you ever been debarred or suspended from doing business with any government entity?



BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

Yes \_\_\_\_\_ No  If Yes,  
explain \_\_\_\_\_

Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:

NONE  
\_\_\_\_\_

(Attach additional sheets as necessary)

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

**SCHEDULE "D"**  
**(Continued)**  
**REFERENCES:**

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

Agency/Firm Name: City of Sunrise  
Address: 10770 W. Oakland Park Blvd

Agency/Firm Name: Town of Lantana  
Address: 501 W. Pine Street

City/State/Zip Code: Sunrise, FL 33351  
Phone: 954-695-8489  
Fax: n/a  
Contact: Robert Diaz  
E-Mail: RDiaz@sunrisefl.gov

City/State/Zip Code: Lantana, FL 33462  
Phone: 561-540-5753  
Fax: n/a  
Contact: Eddie Crocket  
E-Mail: ecrockett@lantana.org

Agency/Firm Name: City of Ft. Lauderdale  
Address: 100 N. Andrews Avenue

Agency/Firm Name: Palm Beach County School Board  
Address: 3300 Forest Hill Blvd Suite A-323

City/State/Zip Code: Ft. Lauderdale, FL 33301  
Phone: 954-828-4505  
Fax: n/a  
Contact: Barbara Howell  
E-Mail: bhowell@fortlauderdale.gov

City/State/Zip Code: West Palm Beach, FL 33406  
Phone: 561-434-8229 PX 48229  
Fax: 561-434-8185  
Contact: Debra Hammerschlag  
E-Mail: debra.hammerschlag@palmbeachschools.org

Agency/Firm Name: City of West Palm Beach  
Address: 401 Clematis Street 4th Floor PO Box 3366

Agency/Firm Name: City of Miramar  
Address: 13900 Pembroke Road Bldg L 1st Floor

City/State/Zip Code: West Palm Beach, F 33402  
Phone: 561-494-1087  
Fax: n/a  
Contact: Uyen Dang, P.E.  
E-Mail: kudang@wpb.org

City/State/Zip Code: Miramar, FL 33027  
Phone: 954-883-6802  
Fax: n/a  
Contact: Marcelin Denis  
E-Mail: mpdenis@miramarfl.gov

**YOUR COMPANY NAME** M&M Asphalt Maintenance Inc., d/b/a All County Paving  
**ADDRESS** 1180 SW 10th Street Delray Beach, FL 33444

**PHONE:** 561-588-0949 **FAX:** 561-588-2140

**EMAIL:** publicworks@allcountypaving.com

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

**SCHEDULE "E"  
CITY OF SUNRISE**

**WARRANTY INFORMATION FORM**

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID  
MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF ITEM PROPOSED:

N/A

DOES WARRANTY APPLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State Explicitly)

Warranty applies to entire package.

DOES WARRANTY INCLUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS?

YES  NO

WARRANTY PERIOD FOR PARTS  
REPLACEMENT 1 YEAR

WHO WILL PROVIDE LABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN  
WARRANTY

PERIOD? M&M Asphalt Maintenance Inc., d/b/a All County Paving

TELEPHONE: 561-588-0949

FAX: 561-588-2140

EMAIL: publicworks@allcountypaving.com

NEAREST SOURCE TO THE CITY OF SUNRISE FOR PARTS AND SERVICE AFTER  
WARRANTY PERIOD:

M&M Asphalt Maintenance Inc., d/b/a All County Paving

TELEPHONE: 561-588-0949

FAX: 561-588-2140

EMAIL: publicworks@allcountypaving.com

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:

YES  NO

NAME OF BIDDER: M&M Asphalt Maintenance Inc., d/b/a All County Paving

SIGNATURE AND TITLE: Jeffrey Cohen Executive Vice President

TELEPHONE: 561-588-0949

FAX: 561-588-2140

DATE: 7-10-19

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

**SCHEDULE "F"**  
**CITY OF SUNRISE**

**PROOF OF INSURANCE, REQUIRED LICENSES AND CERTIFICATIONS**

ATTENTION BIDDER:

ATTACH TO SCHEDULE "F":

1. PROOF OF INSURANCE AS SPECIFIED HEREIN
2. COPIES OF LICENSES, IF APPLICABLE
3. IRS FORM W-9

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 954-941-0900      FAX (A/C, No): 954-941-2006 E-MAIL ADDRESS: kdunn@bgsagency.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> M & M Asphalt Maintenance, Inc. d/b/a All County Paving 1180 SW 10th Street Delray Beach FL 33444	<b>INSURER A:</b> Amerisure Mutual Insurance Co.      NAIC # 23396	
	<b>INSURER B:</b> Amerisure Partners Insurance Company      11050	
	<b>INSURER C:</b> Amerisure Insurance Co.      19488	
	<b>INSURER D:</b> American Guarantee and Liability Ins Co	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

COVERAGES      CERTIFICATE NUMBER: 643728711      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU/Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	GL21010410302	4/30/2018	4/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA21010350305	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	187455000	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC21010380301	4/30/2019	4/30/2020	<input checked="" type="checkbox"/> WC STATUS-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Rented & Leased Equipment Excess Liability	Y	Y	IM21010420302 AEC255728500	4/30/2019 4/30/2019	4/30/2020 4/30/2020	Limit: \$500,000 Limit: \$8,000,000 Ded.: \$5,000 Excess of \$2M Umb

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.  
 General Liability: Additional Insured/Primary & Non-Contributory/OnGoing and Completed Operations, as required by written contract, per CG7048 1015. Waiver of Subrogation as required by written contract, per CG7289 0417. 30 days notice of cancellation other than non-payment of premium per Form IL7074 0116.  
 Auto Liability: Additional Insured/Waiver of Subrogation as required by written contract, per CA7171 0508. Covered Autos are Primary, Non-Owned Autos are excess over any other collectible insurance per policy (CA0001 1013).  
 See Attached...

<b>CERTIFICATE HOLDER</b>  <b>**PROOF OF INSURANCE ONLY**</b> IF ORIGINAL IS NEEDED PLEASE CONTACT CLIENT/INS	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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AGENCY CUSTOMER ID: MMASP1

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bateman Gordon and Sands		NAMED INSURED M & M Asphalt Maintenance, Inc. d/b/a All County Paving 1180 SW 10th Street Delray Beach FL 33444	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Workers' Compensation: Waiver of Subrogation as required by written contract, per WC000313.

Umbrella Liability: Extends coverage to underlying General Liability, Auto Liability and Workers' Compensation/Employers Liability.

**General Information:**

The General Liability policy contains no specific residential exclusions.

Independent Contractors Liability is included in the General Liability per form CG0001 0413.

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**RITTER MICHAEL M JR**

MSE MAINTENANCE INC

1180 SW 10TH STREET

DELRAY BEACH FL 33444

**LICENSE NUMBER: CGC1509532**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**CERTIFICATE OF COMPETENCY**

**BROWARD  
COUNTY**

**JEFFREY S. COHEN**



**Major Roads**

**W & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING, INC.**

**CC# 13-3A-17799-R**

**EXPIRES 08/31/2020**



---

M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING INC.

14620 BRIDELWOOD CIR

DELRAY BEACH, FL, 33445

CTRL#19106

3A- MAJOR ROADS (ASPHALT AND CONCRETE PAVING FO INTERSTAT  
PRIMARY, SECONDARY, AND ARTERIAL ROADWAYS AND AIRPORTS  
AND WORK INCIDENTAL THERETO)

13-3A-17799-R  
COHEN, JEFFREY S. - QUALIFYING  
M & M Asphalt Maintenance, Inc. dba All County Paving Inc.  
1180 SW 10 ST  
DELRAY BEACH FL 33444  
EXPIRES 08/31/2020



**CERTIFICATE OF COMPETENCY**

Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

COHEN, JEFFREY S.  
14620 BRIDLEWOOD CIR  
DELRAY BEACH FL 33445

**BROWARD COUNTY, FLORIDA  
CERTIFICATE OF COMPETENCY**

3A- MAJOR ROADS (ASPHALT AND CONCRETE  
PAVING FO INTERSTATE, PRIMARY,  
SECONDARY, AND ARTERIAL ROADWAYS AND  
AIRPORTS AND WORK INCIDENTAL THERETO)  
13-3A-17799-R  
COHEN, JEFFREY S. - QUALIFYING  
M & M Asphalt Maintenance, Inc. dba All County  
Paving Inc.  
1180 SW 10 ST  
DELRAY BEACH FL 33444  
EXPIRES 08/31/2020

**Passport  
Size  
Photo  
(Optional)**

Cardholder Signature

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. M&M ASPHALT MAINTENANCE, INC.	
2 Business name/disregarded entity name, if different from above ALL COUNTY PAVING	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 1180 SW 10TH STREET	Requester's name and address (optional)
6 City, state, and ZIP code DELRAY BEACH, FL 33444	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													
Or													
Employer identification number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>	6	1											
6	1												

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 2/2019
------------------	----------------------------	---------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**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, later.

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

**SCHEDULE "G"  
CITY OF SUNRISE**

NOT APPLICABLE

**STATEMENT OF NO-BID**

NOTE: If you do not intend to bid on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Bidders for the City of Sunrise. Please indicate bid name and number on the outside of the envelope. Thank you.

MAIL TO: CITY OF SUNRISE  
10770 W. OAKLAND PARK BLVD.  
SUNRISE, FL 33351  
ATTN: CITY CLERK'S OFFICE

We, the undersigned have declined to bid for the following reason:

- \_\_\_\_\_ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Invitation for Bid.
- \_\_\_\_\_ We do not offer this product or an equivalent.
- \_\_\_\_\_ Our product schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet Bond requirements.
- \_\_\_\_\_ Specification unclear (explain below).
- \_\_\_\_\_ Other (specify below).

REMARKS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E MAIL: \_\_\_\_\_

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

**SCHEDULE "H"  
CITY OF SUNRISE**

**SECURITY PROCEDURE FORM**

The Vendor shall be responsible for and required to complete a VENDOR PASS REQUEST FORM, with photo identification of all personnel authorized to be at Utility sites. Changes in personnel, additions and/or deletions, shall be reported to the City's designated representative in the Utilities Department within twenty-four (24) hours of the change in writing via fax to 954-846-7404.

All personnel shall report to the Security Guard or Operator on duty at each site for check-in upon arrival at any Utility location. Photo identification of person, their purpose of visit, and name of contact person at Utilities, shall be required for entry.

Vendor shall ensure that only authorized Vendor employees, subvendors or agents shall have access to Vendor City vehicles, work site, equipment, work products, reports, electronic data and any and all other information in any written or verbal format pertaining to the City of Sunrise. Vendor shall not admit any unauthorized personnel onto any Utility site. Vendor will not release, discuss or share any information on Utility system, equipment and or operations, to any non-City personnel.

Upon leaving Utilities premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

This requirement and responsibility of Vendor shall remain for the Agreement term and Agreement extensions. Any references of Vendor personnel herein shall include employees, subvendors or agents of Vendor. This facility access requirement is to assure security to City's facilities and shall be considered a material term of this Agreement. Vendor shall have no claim or rights against City for its failure to comply with this requirement and shall be responsible to timely complete its work under the terms of the Agreement.

The foregoing has been read and is acknowledged by the following authorized representative.

M&M Asphalt Maintenance Inc., d/b/a All County Paving  
\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
Its: Executive Vice President  
Date: 6-10-19

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS



NOT APPLICABLE

**VENDOR PASS REQUEST**

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_  
\_\_\_\_\_

Vendor Contact Name \_\_\_\_\_

Vendor Contact Phone Number \_\_\_\_\_

Vendor Contact Email Address \_\_\_\_\_

List of Contractor Employees Requiring Entry to City of Sunrise Utility Facilities  
Attach copy of Picture Identification (State/Federal/Passport) for all persons listed

List beginning month required \_\_\_\_\_

List project ending date (month & year) \_\_\_\_\_

Project location \_\_\_\_\_

City of Sunrise Project Manager \_\_\_\_\_

Name (First  
Last)

Work to be Performed

Name (First Last)	Work to be Performed

**SCHEDULE "I"  
CITY OF SUNRISE**

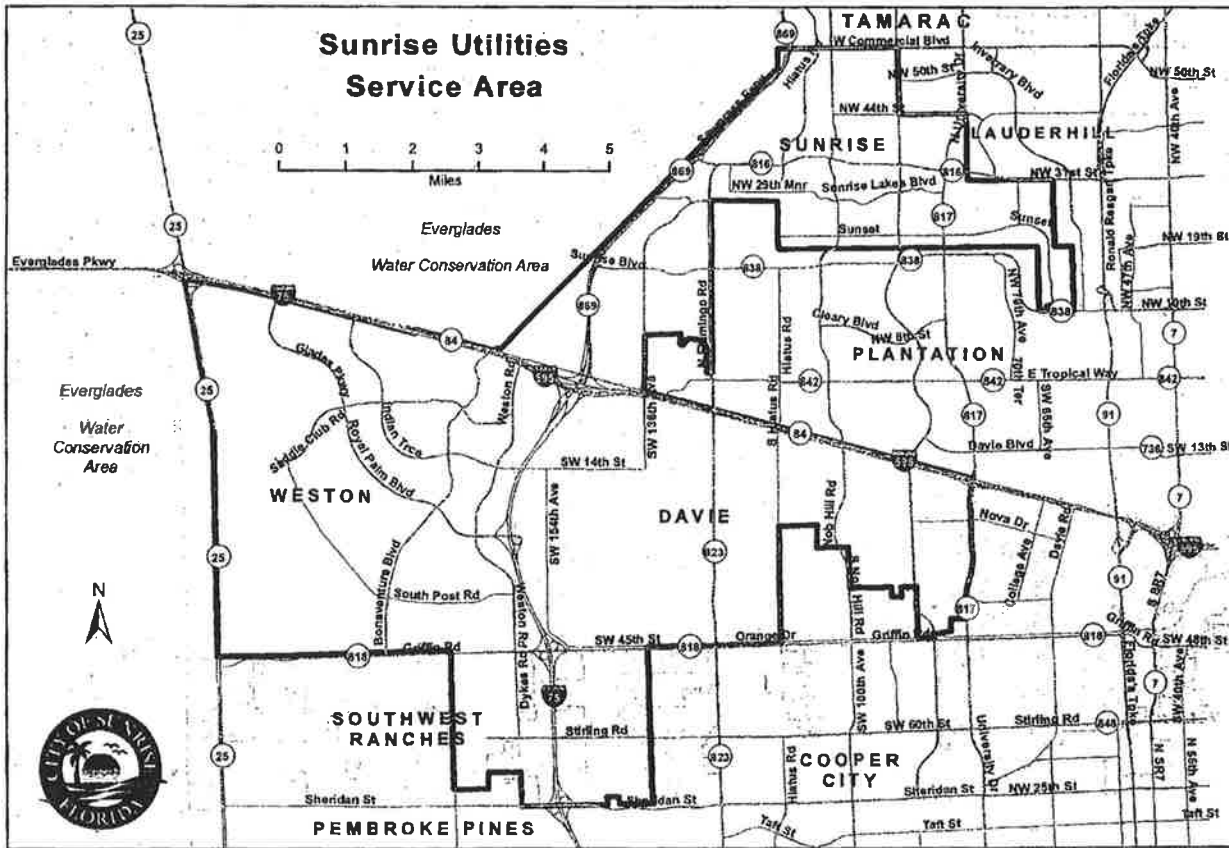
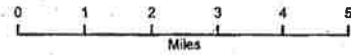
**LIST OF SUBCONTRACTORS**

If the Contractor intends to use any subcontractor(s) to do any work or installation, they must provide the individual's or company's name, address and phone number and submit the information on this page with their Invitation for Bid. Failure to do so may result in your Bid being deemed non-responsive. (Attach additional pages, if required).

<u>TRADE</u>	
1.	<u>Concrete</u>
	<u>Interstate Concrete Services, LLC</u>
	COMPANY NAME/PHONE NUMBER
	<u>P.O. Box 6215 Delray Beach, FL 33482</u>
	ADDRESS
2.	<u>Pavement Markings</u>
	<u>Line Design Solutions, LLC</u>
	COMPANY NAME/PHONE NUMBER
	<u>2436 N. Federal Highway #426 Lighthouse Point, FL 33065</u>
	ADDRESS
3.	<u></u>
	COMPANY NAME/PHONE NUMBER
	<u></u>
	ADDRESS
4.	<u></u>
	COMPANY NAME/PHONE NUMBER
	<u></u>
	ADDRESS



# Sunrise Utilities Service Area





**FINANCE & ADMIN. SERVICES DEPARTMENT**  
*Purchasing Division*  
Phone: 954-572-2274  
Fax: 954-578-4809

July 2, 2021

Sent Via Email: [publicworks@allcountypaving.com](mailto:publicworks@allcountypaving.com)

Attn: Jeffrey Cohen, Executive Vice President  
M & M Asphalt Maintenance Inc. d/b/a All County Paving  
1180 SW 10th Street  
Delray Beach, FL 33444  
Vendor #1449

Subject: First Renewal - Bid 19-43-06-MS/ Road Restoration Services  
Munis Contract No.: 202000111

Dear Mr. Cohen:

The above referenced Contract shall expire on November 30, 2021. Pursuant to the terms and conditions of the Bid, page 17, paragraph 4.4, the City reserves the right to renew the Contract for two additional one (1) year periods providing all terms and conditions remain the same. The City wishes to exercise the first renewal option for the period of December 1, 2021 through November 30, 2022. The prices shall be firm in accordance with your bid:

Unit of Measure	Description	Price per Qty
Work Order	Mobilization and demobilization (move in – move out) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer and gas).	\$795.00
Work Order	Maintenance of traffic (MOT) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer and gas).	\$495.00
LF	Furnish all materials, labor, and equipment to sawcut existing asphalt (any depth).	\$1.00
LF	Furnish all materials, labor, and equipment to sawcut concrete sidewalks or concrete driveways or concrete curbing (any depth)	\$3.00
SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing asphalt pavement (any depth)	\$0.95

SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing back fill trench materials up to 15" below finished grade	\$1.75
SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing concrete sidewalk or driveways	\$2.45
LF	Furnish all materials, labor, and equipment to excavate, remove and dispose away existing concrete curbing (curb & gutter, valley gutter and curbing)	\$8.00
SF	Furnish all materials, labor, and equipment to excavate, remove and dispose away existing concrete paver blocks	\$2.50
SF	Furnish all materials, labor and equipment to seal coat existing asphalt pavement including two coats of coal tar pitch emission, silica sand, and spread with squeegee or brush. Also include all the preparation, pressure cleaning and removal of all oil stain/dripping.	\$0.15
EA	Furnish all materials, labor and equipment to remove and dispose away existing car stop (if it's damaged) or relocate temporarily at the site to be re-installed after seal coating.	\$14.00
EA	Furnish all materials, labor and equipment to install new concrete car stop per city standards	\$34.00
SF	Furnish all materials, labor, and equipment to compact existing subgrade, and construct 12" compacted 1merock in two 6" lifts	\$3.00
SF	Furnish all materials, labor, and equipment to lay 2" asphalt including sanding, prime coat and tack coat	\$2.55
SF	Furnish all materials, labor, and equipment to lay 3" asphalt including sanding, prime coat and tack coat	\$3.25
SF	Furnish all materials, labor, and equipment to install 4" thick concrete sidewalk (with minimum 3000 Psi tested) including preparation and compaction of base rock materials	\$6.00
SF	Furnish all materials, labor, and equipment to install 6" thick concrete sidewalk (with minimum 3000 Psi) including preparation and compaction of base rock materials	\$7.50
SF	Furnish all materials, labor, and equipment to install 3-1/8" thick concrete pavers of various shapes over 2" thick sand leveling course as well as reconstructing base rock materials	\$10.50

SF	Furnish all materials, labor, and equipment to install 2-3/8" thick concrete pavers of various shapes over 2" thick sand leveling course as well as reconstructing base rock materials	\$9.95
LF	Furnish all materials, labor, and equipment to install 12" wide x 12" deep concrete header curb bordering paver bocks including preparation and compaction of base rock materials	\$27.00
LF	Furnish all materials, labor, and equipment to install FDOT type (F) concrete curb and gutter including preparation and compaction of base rock materials	\$30.00
LF	Furnish all materials, labor, and equipment to install 2' wide concrete valley gutter including preparation and compaction of base rock materials	\$30.00
LF	Furnish all materials, labor, and equipment to install 6" x 18" deep FDOT type D concrete curbing including preparation and compaction of base rock materials	\$25.00
LF	Furnish all materials, labor and equipment to install pavement marking (4-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.70
LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.80
LF	Furnish all materials, labor and equipment to install pavement marking (12-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$1.45
LF	Furnish all materials, labor and equipment to install pavement marking (24-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$3.15
LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide blue paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.95
EA	Furnish all materials, labor and equipment to install pavement marking (blue paint handicap accessible parking symbol in two coats) including preparation, pressure cleaning of pavement.	\$45.00

EA	Furnish all materials, labor and equipment to install raised pavement markers (reflectors).	\$9.95
LF	Furnish all materials, labor and equipment to install pavement marking (4-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$1.25
LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$1.50
LF	Furnish all materials, labor and equipment to install pavement marking (12-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$3.25
LF	Furnish all materials, labor and equipment to install pavement marking (24-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$6.25
EA	Furnish all materials, labor and equipment to trim, remove and dispose of tree roots, or stump affecting concrete curbing or sidewalks.	\$295.00
EA	Furnish all materials, labor and equipment to construct concrete ADA/wheelchair access ramp per City Standard, including preparation and compaction of base rock materials	\$1,395.00
SF	Furnish all materials, labor and equipment to install detectable warnings on existing asphalt or concrete surface. Truncated domes shall conform to FDOT roadway and traffic latest edition design standards, including preparation and pressure cleaning of surface area.	\$35.00
EA	Furnish all materials, labor, and equipment to excavate, remove existing sign post, mail box post temporary and re-install it back to its original condition.	\$195.00
HR	Additional Miscellaneous Labor, if required.	\$55.00
LF	Milling Asphalt at a depth of 1 inch x 12 ft. lane width	\$5.00
LF	Milling Asphalt at a depth of 1.5inches x12ft lane width	\$7.00
LF	Resurface with 1 inch compacted FDOT SP 9.5 x 12 ft lane width	\$16.00

July 2, 2021

LF	Resurface with 1.5 inches of compacted FDOT SP9.5 x12Ft lane	\$19.50
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Please sign, date and return this acknowledgement along with a current certificate of insurance and email to [hraphaelson@sunrisefl.gov](mailto:hraphaelson@sunrisefl.gov) or fax to number 954-578-4809.

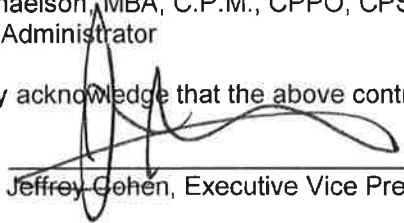
If I can be of further assistance, please do not hesitate to contact me at 954-572-2202.

Best Regards,



Holly Raphaelson, MBA, C.P.M., CPPO, CPSM, NIGP-CPP  
Contracts Administrator

We hereby acknowledge that the above contract is renewed for one year.

Signature:   
Jeffrey Cohen, Executive Vice President

Date: 07/06/21

# TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 6, 2021

Agenda Item No. *Tab 8*

**Agenda Title:** Piggyback Palm Beach County and City of West Palm Beach Contract with Professional Video Repair Inc., for the Purchase of Audio/Video Equipment and Installation in the Commission Chamber and Mirror Ballroom.

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager

Date:

*9-22-21*

Name/Title

<p><b>Originating Department:</b> Town Manager &amp; Information Technology</p>	<p>Costs: \$ 211,089.00 Funding Source: Acct. # <i>ARPA FUNDS</i> <input checked="" type="checkbox"/> Finance <i>Laurie Laine</i> <b>Attachments:</b> PVR Equipment List and Installation Estimate: \$202,089.00 <b>Cables Estimate: \$9,000.00</b></p>	<p><b>Attachments:</b>  . Professional Video Repair Design contract with Palm Beach County Term Contract #17036C. . City of West Palm Beach Contract 21833 Piggy Back PBC ITB No. 17-036/KM.</p>
<p><b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____ OR Not applicable in this case ____ <b>Please initial one.</b></p>

**Summary Explanation/Background:**

At the June 16, 2021 Regular Commission Meeting staff requested support from the Commission to go out for bid for audio/video equipment for the Commission Chamber and Mirror Ballroom. The equipment would allow the Town to conduct hybrid/virtual meetings when necessary.



Staff reviewed the contract signed by Palm Beach County to purchase the equipment from Professional Video Repair Inc. and install the equipment, as well as perform maintenance and repairs to the equipment as they have done for Palm Beach County.

The purpose of this agenda item is to request support from the Commission to piggyback the Palm Beach County contract and City of West Palm Beach with Professional Video Repair Inc. for the purchase of the equipment, design of the Commission Chamber and Mirror Ballroom and installation of the equipment.

**Recommended Motion:** I move to direct the Town Manager to piggyback the PVR Inc. contract with Palm Beach County.



**Purchasing Department**

50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 242-6744

www.pbcgov.com/purchasing



**Palm Beach County  
Board of County  
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"



Form L

February 27, 2020

**Professional Video Repair  
Bran Alexander  
1771 Blount Road, Suite 206  
Pompano Beach, FL. 33069**

**TERM CONTRACT #17036C**

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for BROADCAST EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR, based on:

**RENEWAL OF CONTRACT** based on **SOLICITATION #17-036/KM** in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 03/13/2020 through 03/12/2021, and has an estimated dollar value of \$131,000.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Carlos A. Ramos at [caramos@pbcgov.org](mailto:caramos@pbcgov.org) or (561) 616-6817.

Sincerely,

**Kathleen M. Scarlett,  
Director**

c: **Lester Williams/Public Affairs  
File**



**Purchasing Department**

50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing



**Palm Beach County  
Board of County  
Commissioners**

Melissa McKinlay, Mayor

Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

**County Administrator**

Verdenia C. Baker

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Affirmative Action Employer"

Form L

February 5, 2018

**Professional Video Repair Inc.  
Brian Alexander, President  
1771 Blount Road, Suite 206  
Pompano Beach, FL 33069**

**TERM CONTRACT #17036A**

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for BROADCAST EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR based on:

**RENEWAL OF CONTRACT** based on SOLICITATION #17-036/KM in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 03/13/18 through 03/12/19, and has an estimated dollar value of \$110,000.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Albert Wong, Senior Buyer at [awong@pbcgov.org](mailto:awong@pbcgov.org) or (561) 616-6823.

Sincerely,

**Kathleen M. Scarlett  
Director**

**c: Lester Williams, Channel 20  
Laura Cates, Fire Rescue  
File**



Form L

Purchasing Department  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199  
(561) 616-6800  
FAX: (561) 616-6811  
www.pbcgov.com/purchasing

March 10, 2017

Professional Video Repair  
Brian Alexander, President  
1771 Blount Road, Suite 206  
Pompano Beach, FL 33069

TERM CONTRACT #17036

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for BROADCAST EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR based on:

SOLICITATION #17-036/KM

OTHER: \_\_\_\_\_

The term of this contract is 03/13/17 through 03/12/18, and has an estimated dollar value of \$110,000, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Kristen A. Monnett, Senior Buyer at [kmonnett@pbcgov.org](mailto:kmonnett@pbcgov.org).

Sincerely,

  
Kathleen M. Scarlett  
Director

c: Lester Williams, Channel 20  
Bonnie Stein, Fire Rescue  
File

**Palm Beach County  
Board of County  
Commissioners**  
  
Paulette Burdick, Mayor  
Melissa McKinlay, Vice Mayor  
  
Hal R. Valeche  
Dave Kerner  
Steven L. Abrams  
Mary Lou Berger  
Mack Bernard  
  
County Administrator  
Verdenia C. Baker

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Affirmative Action Employer"

**AWARD RECOMMENDATION  
BID RE-CAP SHEET**

BID #17-036/KM	TITLE: BROADCAST EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR, TERM CONTRACT
BUYER: KRISTEN A. MONNETT, SENIOR BUYER	

<u>ACTION</u>	<u>INITIALS</u>	<u>DATE</u>	<u>ACTION</u>	<u>INITIALS</u>	<u>DATE</u>
BID OPENED	LP / MAV	02/16/17	AWARD POSTED ON WEBSITE	<i>[Signature]</i>	3/1/17
POSTING APPROVED	<i>J Smith</i>	3/1/17	AWARD REMOVED FROM WEBSITE		
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET	<i>[Signature]</i>	3/1/17	COPY TO OSBA AND DEPARTMENT		

<b>KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)</b>	<b>PREFERENCE CODES:</b>
(1) RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS	"GLP" = GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
(2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS	"LP" = LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
(3) NO AWARD, NOT RESPONSIVE AND / OR RESPONSIBLE TO BID	"SBE" = SBE RANKING (10%)*
(4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENT'S FUNDING LIMITS	"NO LP" = MARTIN CO. - NO "LP" APPLIED

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL FACTORED RATE AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
WIREKINGS LLC	\$53.75		WIREKINGS LLC	\$53.75		( 3 )
PROFESSIONAL VIDEO REPAIR	\$67.00		PROFESSIONAL VIDEO REPAIR	\$67.00		( 1 )

NOTE: FOR CALCULATING GLP, LP AND SBE PREFERENCES SEE WEBSITE FOR DETAILS.

REMARKS: WIREKINGS LLC - NON-RESPONSIVE - TERM AND CONDITION #9, QUALIFICATION OF BIDDERS

PUR 17-036-1-000000

*Fasting Period 3/1/17 - 3/8/17*

# MEMO



WEST PALM BEACH

City Attorney

**To:** Jeri Muoio, Mayor  
**From:** Stacey R. Weinger, Asst. City Attorney *SRW*  
**Date:** July 26, 2018  
**Matter No:** 21833  
**Dept:** Mayor's Office  
**Re:** Professional Video Repair; Boardcast Equipment Install & Maint;  
Piggyback

RECEIVED  
CITY OF WEST PALM BEACH  
MAYOR'S OFFICE  
JUL 26 2018  
401 CLEMENS STREET  
WEST PALM BEACH FL 33401

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

**To:** Office of the City Clerk

RECEIVED

The Mayor is authorized to execute the document in accordance with:

- Procurement Code.  
Commission Approval. Resolution No.  
City Charter

JUL 26 2018

CITY OF WEST PALM BEACH  
OFFICE OF THE CITY CLERK

Please take the actions indicated below with respect to these documents:

- Attest to the execution of the Agreement by the Mayor.
- Insert the date of execution beneath the Mayor's signature (if not already dated).

Estimated Record Retention Review: May 2027

(Non-construction: 5 years from estimated completion and final payment)

(Construction related: 10 years from estimated completion and final payment)

Please retain one original as a public record and forward the other original to:

Stacey R. Weinger, Asst. City Attorney



WEST PALM BEACH

Contract No. 21833

**PIGGYBACK AGREEMENT FOR BROADCAST EQUIPMENT INSTALLATION,  
MAINTENANCE AND REPAIR**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF WEST PALM BEACH**, a Florida municipal corporation, with an address of 401 Clematis Street, West Palm Beach, FL 33401 ("City") and **PROFESSIONAL VIDEO REPAIR, INC.**, a Florida corporation, with an address of 1771 Blount Road, Ste. 206, Pompano Beach, FL 33069 ("Contractor").

**WITNESSETH:**

**WHEREAS**, Palm Beach County, Florida ("PBC") issued Invitation to Bid No. 17-036/KM ("ITB") to secure firm fixed pricing for the installation, maintenance and repair of broadcast equipment; and

**WHEREAS**, Contractor was awarded and entered into Term Contract No. 17036A (the "PBC Contract") to provide services to PBC at established rates; and

**WHEREAS**, the City of West Palm Beach Procurement Code authorizes the use of other Florida municipalities' contracts as an acceptable method of procurement of competitively bid prices; and

**WHEREAS**, the City wishes to enter into a contract with Contractor in order to provide broadcast equipment installation, maintenance and repair services in accordance with the terms, prices and conditions set forth in the PBC Contract, except as modified by this Agreement; and

**NOW THEREFORE**, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the parties to this Agreement understand and agree as follows:

1. **Services**. Contractor agrees to provide broadcast equipment installation, maintenance and repair services to the City of West Palm Beach, on an as-needed basis, in accordance with the specifications and requirements set forth in the PBC Contract, as modified by this Agreement. The terms, prices and conditions of the PBC Contract, including but not limited to the terms and conditions of PBC ITB No. 17-036/KM, are incorporated herein by reference, except as modified by this Agreement. The ITB is attached hereto as **Exhibit A** and Contractor's Proposal and Price List are attached hereto as **Exhibit B**. The ITB and Contractor's Proposal and Price List are incorporated into this Agreement by reference.

2. **Definitions**. All references to "PBC" shall be deemed to refer to the City of West Palm Beach, a Florida municipal corporation.

3. **Term**. This Agreement shall commence upon the full execution of this Agreement by Parties, and shall terminate on March 12, 2019. The City shall execute the Agreement last. This Agreement may be renewed for up to three additional one (1) year periods.



The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the PBC Contract.

4. Fee. The total fee paid to Contractor under this Agreement shall be limited to the budgeted amount for the then fiscal year.

5. Scrutinized Companies Lists. Pursuant to Fla. Stat. Sec. 287.135, Supplier represents that Supplier is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Contract Price is One Million Dollars (\$1,000,000) or more, Supplier represents that neither the Supplier firm nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

6. Invoices. Invoices must identify the PO number and shall be submitted to:

**West Palm Beach Finance Department**  
**Attn: Accounts Payable**  
P.O. Box 3366  
West Palm Beach, FL 33402-3366.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30<sup>th</sup> of any given year are required to be invoiced by September 30<sup>th</sup> of that year. **Contractor shall provide W-9 with first invoice.**

7. Payment. The Fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

8. Authorized Representatives. The City's authorized representatives are as follows:

**Contract Administrator:**

Frank Hayden, Procurement Official  
401 Clematis Street, 3<sup>rd</sup> Floor  
West Palm Beach, FL 33401  
Telephone: (561) 822-2100

**Contract and Product Manager:**

Kathleen Walter, Director of Communications  
PO Box 3366  
West Palm Beach, FL 33402  
Telephone: (561) 822-1411



9. Venue. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida.

10. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hour notice to Contractor. The City shall be the sole and final authority as to the availability of funds.

11. Right to Audit. Contractor shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Contractor's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Contractor shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45 days from presentation of City's findings to Contractor. Failure by Contractor to permit such audit shall be grounds for termination of this Agreement by the City.

12. Notices. Notices to the City shall be sent to 401 Clematis Street, West Palm Beach, FL 33401, Attention: City Administrator.

13. Small Business Requirements. Contractor shall make good faith efforts to comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit copies of such records.

14. Non Discrimination. Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

15. Inspector General. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor agrees to reasonably cooperate with the Inspector General when requested.

16. Ethics; Conflicts of Interest. Contractor shall comply with all applicable state, county, and city ethics laws and regulations relating to the provision of products and services to the City.

17. Priority. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement, the PBC Contract, the procurement solicitation and the Contractor's proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the ITB and (3) Contractor's Proposal and Price List. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

18. Exhibits. All referenced Exhibits are incorporated into this Agreement, regardless of whether they are attached.

19. Insurance. At the time of execution of this Agreement, Contractor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the PBC Contract and/or ITB. The Certificate of Insurance shall name the City of West Palm Beach, and its officers, employees and agents as an additional insured.

20. Public Records Law. Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor or Contractor shall keep and maintain all public records. If Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. If 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. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City. If Contractor does not transfer the records to the public agency upon completion of the Agreement, Contractor shall ensure that exempt and confidential records are not disclosed. Failure of the Contractor to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

21833 Professional Video Repair Piggyback  
7.18.18


Office of the City Clerk  
City of West Palm Beach  
401 Clematis Street  
West Palm Beach, FL 33401  
561-822-1210  
CityClerk@wpb.org

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement, in duplicate copies, each of which shall constitute an original, as of the day and year first above written.

CONTRACTOR:  
PROFESSIONAL VIDEO REPAIR, INC.

CITY OF WEST PALM BEACH


By: 

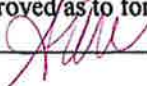
By:   
Geraldine Muolo, Mayor

Name: Brian Alexander

Date: July 20, 2018.

Title: President

Attest:   
City Clerk

City Attorney's Office  
Approved/as to form and legality  
By: 

**Board of County Commissioners**

Paulette Burdick, Mayor  
Melissa McKinlay, Vice Mayor  
Hal R. Valeche  
Dave Kerner  
Steven L. Abrams  
Mary Lou Berger  
Mack Bernard



Ex. A  
County Administrator

Verdenia C. Baker

Purchasing Department  
[www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing)

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**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
BID #17-036/KM**

**BROADCAST EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR, TERM CONTRACT**

**BID SUBMISSION DATE: FEBRUARY 16, 2017 AT 4:00 P.M.**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

**BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

Protests can be accepted only during the five (5) business day posting period.

**C A U T I O N**

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

**Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.**

**In accordance with the provisions of ADA,  
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199  
(561) 616-6800 FAX: (561) 616-6811**

**BOARD OF COUNTY COMMISSIONERS**  
Palm Beach County  
**INVITATION FOR BID**

BID # <u>17-036/KM</u>	BID TITLE: BROADCAST EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR, TERM CONTRACT	
PURCHASING DEPARTMENT CONTACT: Kristen A. Monnett, Senior Buyer		TELEPHONE NO.: (561) 616-6824
FAX NO.: (561) 242-6724	E-MAIL ADDRESS: <a href="mailto:kmonnett@pbcgov.org">kmonnett@pbcgov.org</a>	

All bid responses must be received on or before February 16, 2017, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

**PURPOSE AND EFFECT:** It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

### GENERAL CONDITIONS

#### 1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

#### 2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672)

shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the successful bidder 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, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful bidder shall comply with the requirements set forth in Section 3.n. hereinbelow.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility

determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and

assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

- k. **PUBLIC RECORDS, ACCESS AND AUDITS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Bidder's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Bidder: (I) provides a service; and (II) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S., the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

1. Keep and maintain public records required by the COUNTY to perform services provided under this Contract.
2. Upon request from the COUNTY's Custodian of Public Records ("County's Custodian") or COUNTY's representative/liaison, on behalf of the County's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
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 the contract term and following completion of the Contract, if the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder unless notified by COUNTY's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the Bidder transfers all public records to the COUNTY upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public

records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the COUNTY, upon request of the County's Custodian or the COUNTY's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

- i. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- m. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.
- n. **NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and / or successful bidder.
- o. **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE**

**IS GREATER THAN \$1 MILLION):** As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, , or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

### 3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. **SBE BID DOCUMENT LANGUAGE**

#### **Item 1 – Policy**

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to



maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

#### **Item 2 – SBE Goals**

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

#### **Item 3 – Ranking of Responsive Bidders**

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- b. In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

#### **Item 4 – Bid Submission Documentation**

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

#### **Schedule 1 – List of Proposed SBE and M/WBE Participation**

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

**(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)**

#### **Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor**

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be

performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

#### **Item 5 – SBE Certification**

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at [www.pbca.gov/org/osba](http://www.pbca.gov/org/osba) to verify SBE certification.

#### **Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)**

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.
- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

#### **Item 7 – Responsibilities After Contract Award**

#### **Schedule 3 – SBE-M/WBE Activity Form**

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted



dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**Schedule 4 – SBE-M/WBE Payment Certification**

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

**Item 8 – SBE Substitutions**

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.

2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.

3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located

in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING:**

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.
- n. **SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY:** The successful bidder shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:

1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; OR
2. In the event that the successful bidder does not have a written non-discrimination policy, the successful bidder shall sign and submit to Palm Beach County a statement affirming that its non-discrimination policy is in conformance with Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The successful bidder shall satisfy the requirements set forth in this Section 3.n. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The successful bidder's failure to satisfy the requirements set forth in this Section 3.n. shall render its bid non-responsive. It is the responsibility of the successful bidder to maintain a non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered a default of contract.

#### 4. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at [www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing) prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

#### 5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's

specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Successful bidders shall send ALL ORIGINAL invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.  
**PALM BEACH COUNTY  
 FINANCE DEPT.  
 P.O. BOX 4036  
 WEST PALM BEACH, FL 33402-4036**

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

**Note:** Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at [pbcpaymentmgr@mvpalmbeachclerk.com](mailto:pbcpaymentmgr@mvpalmbeachclerk.com) or 561-355-3295.

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

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

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

**THIS IS THE END OF "GENERAL CONDITIONS"**

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## SPECIAL CONDITIONS

### 8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### 9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

### 10. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the recommended awardee(s) and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within two (2) hours. At the time of termination, the contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

### 11. AWARD BASED ON THE TOTAL FACTORED RATE

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none total factored rate basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully considers each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive.

**12. OPTION**

The option shall not be used in the evaluation process. The option shall be awarded at the sole discretion of the County. To the best of the bidder's knowledge, the bidder's hourly rate for the option on the response page does not exceed the bidder's offer to its most favored customer for the same.

**13. TIME AND MATERIAL CONTRACT (MATERIAL PRICING AT COST)**

The price to be paid for materials sold to Palm Beach County as a result of this bid award shall be based on the bidder's cost of the actual items plus shipping cost. With each invoice that includes materials not covered by the service as defined herein, the bidder shall supply original manufacturer's/supplier's cost documentation to the Palm Beach County Department requesting the service as well as to the Finance Department, Pre-Audit Division, PO Box 4036, West Palm Beach, Florida 33402-4036. In no event shall the prices, based on cost, exceed the bidder's price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

**14. METHOD OF ORDERING (TERM CONTRACT)**

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

**15. RESPONSE TIME****Installation:**

Equipment installation shall be started within three (3) business days after notification by the County designee and completed within an agreed timeframe by the County and the successful bidder, depending on the equipment being installed.

**Maintenance:**

Regular maintenance shall be completed within forty-eight (48) hours after notification by the County designee. A weekly maintenance schedule shall be set up by the County and agreed upon by the successful bidder.

**Repairs:**

Repairs shall be started with eight (8) hours after notification by County designee. All items that have been repaired shall be returned to the County within twenty-four (24) hours after completion of the repair.

**Live Broadcasts:**

Upon request, the successful bidder shall provide equipment installation, maintenance, and/or repairs prior to major live broadcasts and shall respond within twenty-four (24) hours after being notified by the County designee at the hourly rate provided on the response page.

**Emergency Services:**

Upon request, the successful bidder shall provide emergency services and shall respond within two (2) hours after being notified by the County designee.

**16. ESTIMATED EXPENDITURES**

The anticipated term of the contract to be awarded as a result of this bid is for twelve (12) months. The anticipated value during the contract term is \$110,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

**17. RENEWAL OPTION**

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

**18. EQUIPMENT**

- a. **The scope** of these specifications is to ensure the delivery of a complete unit ready for operations. The apparent silence of any specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. Omission of any essential detail from these specifications does not relieve the supplier from the furnishing of a complete unit.
- b. **All equipment** must be new and of current manufacture in production at the time of bid submission. At least one (1) complete shop repair manual, maintenance instructions, and parts list shall be furnished with each type of equipment at the time of delivery.

**19. WARRANTY**

The successful bidder shall fully warrant all items, equipment and services furnished hereunder against defect in materials and/or workmanship for a period of a minimum of twelve (12) months from date of installation and/or service and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County, immediately upon written notice from the Director of Purchasing.

**20. WORK SITE SAFETY/SECURITY**

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc., at no additional cost to the County, necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

**21. INSURANCE REQUIRED**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at [psc@instracking.com](mailto:psc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

**Commercial General Liability Insurance.** Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

**Business Auto Liability Insurance.** Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

**Workers' Compensation and Employer's Liability Insurance.** Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.



**SPECIFICATIONS  
BID #17-036/KM**

**BROADCAST EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR, TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the installation, maintenance and repair of broadcast equipment for Palm Beach County.

**GENERAL**

Services shall be completed in a professional manner and in accordance with all terms, conditions and specifications listed herein.

Services shall be completed on an hourly rate basis.

On-site and off-site charges - Hourly rate shall be calculated as actual time worked for installation, maintenance and repair time.

**COUNTY'S RESPONSIBILITIES**

The County shall:

- order on an as needed basis.
- notify the successful bidder as to the nature of the service(s) required.
- provide a Term Contract Delivery Order (DO) to the successful bidder detailing the service(s) to be performed.
- pay for all freight/shipping charges associated with sending irreparable equipment back to the manufacturer only.
- request a new technician(s) to perform services if, at any time, the County designee is dissatisfied with the service and/or the labor performed under this contract.

**SUCCESSFUL BIDDER'S RESPONSIBILITIES**

The successful bidder shall:

- provide maintenance and/or repairs either on-site at County locations or off-site at successful bidder's facility as necessary.
- coordinate installation, maintenance and/or repairs with the County designee.
- provide documentation detailing the cause of the equipment failure as well as the scope of the repair.
- provide applicable documentation (drawings) of equipment installation and connectivity to other broadcast equipment.
- provide the necessary staff, equipment and facilities needed to complete installations.
- obtain approval from the County designee to send equipment directly from the County location to the manufacturer for any equipment that cannot be repaired.
- be responsible for all travel and transportation of equipment to and from their facility. The services of a courier company (i.e. UPS, FedEx, etc.) shall not be acceptable.
- be fully equipped and prepared to provide maintenance within the response times specified herein.



- provide detailed reports of maintenance performed. Report shall include, but not be limited to, equipment log readings, equipment conditions and recommended repairs.
- provide personnel, on an as needed basis, to monitor equipment while in operation during critical broadcasts should immediate maintenance be required.
- be available to maintain County equipment on a weekly basis, when requested by the County designee.
- maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.
- provide applicable documentation (drawings) as provided by manufacturer for equipment and repair parts.

Broadcast Equipment Installation (as necessary)

- installation of broadcast equipment shall be based on the successful bidder's standard rate for on-site installation services at the hourly rate offered on the response page.
- installation shall be completed according to manufacturer's standard recommendations.
- applicable wiring documentation (drawings) of standard installation procedures as recommended or provided by the manufacturer.

Broadcast Equipment Maintenance (as necessary)

- maintenance of broadcast equipment shall be based on the successful bidder's standard rate for on-site and off-site maintenance at the hourly rate offered on the response page.
- maintenance shall be completed according to manufacturer's standard recommendations.

Weekly Maintenance

Weekly maintenance shall include, but not be limited to, the following:

- verify proper operation of master control audio and video switcher.
- replace switcher control button light bulbs as necessary.
- check and correct, if necessary, digital videotape machines for proper operation of record and playback functions, audio microphones, audio cables, and camera equipment.
- test and verify the proper operation of all broadcast lighting fixtures.
- check and correct the proper operation of all audio and video processing equipment, audio and video recording equipment prior to live meetings, mobile audio and video switcher.
- check and correct the proper function of video booth prior to live meetings.
- check and correct the proper performance of audio and video router.
- check battery charging levels and proper function of UPS switches.
- verify proper operation of satellite downlink antenna.
- test for proper operation of mobile microwave transmitter and fixed microwave receive antenna.
- test UPS equipment, fiber optics transmitter and receiver equipment, and satellite receiver equipment for proper operation and make adjustments to manufacturer settings and record settings.
- test microwave receive and transmit equipment for proper operation.
- maintain a log of operation and maintenance according to FCC requirements for microwave transmitter.

- clean record and playback heads, tape rollers and guides in videotape machines.
- lubricate the extension mast on the mobile microwave transmit antenna.

#### **BROADCAST EQUIPMENT REPAIR**

- repair of broadcast equipment shall be based on the successful bidder's standard rate for on-site and off-site maintenance and/or repairs of broadcast equipment at the hourly rate offered on bid response page.
- repair/replacement parts shall be based on the successful bidder's cost.
- equipment deemed beyond repair or not cost-effective to repair shall be returned to the County.

#### **BROADCAST EQUIPMENT MANUFACTURERS**

The following is a list of current equipment manufacturers to be serviced under this contract and is for informational purposes only. Manufacturers may be added or deleted at the sole discretion of the County throughout the term of this contract at no additional charge to the County.

ANTON BAUER	ECHOLAB	LAIRD	PANASONIC	TEKTRONIX
AVID DEKO	EEG	LECTRONSONICS	PIONEER	TELEX
BLACKMAGIC DESIGNS	EIKI	LEITCH	RADIO DESIGN	TRIPP LITE
BLONDER TONGUE	ELECTROVOICE	LIGHTHOUSE DIGITAL	ROSS VIDEO	TROLL
BOYEN	ENSEMBLE DESIGNS	LOWELL	SCIENTIFIC ATLANTA	UTAH
CANON	FIBER OPTIONS	MACKIE	SENNHEISER	VIDEOTEC
CHYRON	HARRIS	MARSHALL	SHARP	VINTEN
CLEARCOM	IDX	MIRANDA	SHURE	WHOLER
COBALT	IKIGAMI	MITSUTECH	SIGMA	WINSTEAD
CROWN	JBL	NADY	SONY	XOR MEDIA
DRACAST	JVC	OPTOMA	TASCAM	YAMAHA

#### **DEFINITIONS**

- STANDARD RATE:** Hourly rate, per man, for work requested and completed during the hours 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding Palm Beach County recognized holidays, actual time worked.
- EMERGENCY RATE:** Hourly rate, per man, for work requested with a response time within two (2) hours after notification by the County designee for on-site and off-site repairs of broadcast equipment.
- OVERTIME RATE:** Compensation shall be paid at a rate of 1.5 times the awarded standard rate for actual time worked between the hours of 5:00 p.m. and 8:00 a.m., Monday through Friday and weekends.
- HOLIDAY RATE:** Compensation shall be paid at a rate of 2 times the awarded standard rate for actual time worked during Palm Beach County recognized holidays.

No additional compensation for after hours work/overtime shall be paid unless prior authorization is received from the County.

No additional compensation shall be paid for work started during normal working hours and completed after normal working hours unless authorized by the County.

Hourly rates shall include, but not be limited to, appropriately licensed personnel, labor, equipment, materials, tools, travel, fuel, mileage, mobilization, demobilization, insurance, and any/all incidental expenses that may arise from this service. No additional compensation shall be offered or paid.

**BID RESPONSE  
 BID #17-036/KM**

**BROADCAST EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR, TERM CONTRACT**

ITEM NO.	DESCRIPTION	HOURLY RATE	WEIGHT FACTOR	FACTORED RATE
1.	STANDARD RATE FOR ON-SITE INSTALLATION AS SPECIFIED HEREIN	\$ _____	X .10 =	\$ _____
2.	STANDARD RATE FOR ON-SITE AND OFF-SITE MAINTENANCE AS SPECIFIED HEREIN	\$ _____	X .75 =	\$ _____
3.	STANDARD RATE FOR ON-SITE AND OFF-SITE REPAIRS AS SPECIFIED HEREIN	\$ _____	X .15 =	\$ _____
<b>TOTAL FACTORED RATE</b>				\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued.....

FIRM NAME: \_\_\_\_\_

**BID RESPONSE  
 BID #17-036/KM**

**BROADCAST EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR, TERM CONTRACT**

**OPTION**

The option shall be completed; however, it shall not be used in the evaluation process.

EMERGENCY RATE FOR REPAIRS ONLY AS SPECIFIED HEREIN	\$ _____ /Hourly
---	------------------

- |  |                   |
|--|-------------------|
| Acknowledge Non-Discrimination Policy Form is included as specified herein?                | YES/INITIAL _____ |
| Acknowledge Qualification of Bidders information is included, per Term and Condition #9?   | YES/INITIAL _____ |
| Acknowledge Criminal History Records Check requirement, per Term & Condition #10?          | YES/INITIAL _____ |
| Acknowledge Materials/Parts are to be supplied at bidder's cost, per Term & Condition #13? | YES/INITIAL _____ |
| Acknowledge Insurance requirements, per Term and Condition #21?                            | YES/INITIAL _____ |

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
 (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)	DATE:
--	-------

* SIGNATURE: _____	PRINT NAME: PRINT TITLE:
--------------------	-----------------------------

ADDRESS: \_\_\_\_\_

CITY / STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE # (    )	E-MAIL:
TOLL FREE # (    )	FAX #: (    )

APPLICABLE LICENSE(S) NUMBER # \_\_\_\_\_ TYPE: \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

**QUALIFICATIONS OF BIDDERS  
REFERENCES FOR SOLICITATION #17-036/KM**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

<b>REFERENCE NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT NAME:</b>	
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b> _____ <b>CELL PHONE:</b> _____ <b>FAX:</b> _____ <b>EMAIL:</b> _____
<b>SCOPE OF WORK:</b>	
<b>CONTRACT DATES:</b>	

<b>REFERENCE NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT NAME:</b>	
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b> _____ <b>CELL PHONE:</b> _____ <b>FAX:</b> _____ <b>EMAIL:</b> _____
<b>SCOPE OF WORK:</b>	
<b>CONTRACT DATES:</b>	

<b>REFERENCE NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT NAME:</b>	
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b> _____ <b>CELL PHONE:</b> _____ <b>FAX:</b> _____ <b>EMAIL:</b> _____
<b>SCOPE OF WORK:</b>	
<b>CONTRACT DATES:</b>	

**CERTIFICATION OF BUSINESS LOCATION  
BID #17-036/KM**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

\_\_\_\_\_

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

\_\_\_\_\_

Headquarters located in Palm Beach County

\_\_\_\_\_

Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

\_\_\_\_\_

Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

\_\_\_\_\_

Headquarters located in the Glades

\_\_\_\_\_

Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by \_\_\_\_\_, as  
(Name of Individual)

\_\_\_\_\_, of \_\_\_\_\_  
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**DRUG-FREE WORKPLACE CERTIFICATION  
BID #17-036/KM**

**IDENTICAL TIE BIDS/QUOTES** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by \_\_\_\_\_ the  
(Individual's Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NON-DISCRIMINATION POLICY  
BID #17-036/KM**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy, such bidder shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

- Bidder hereby acknowledges that it **does not** have a written non-discrimination policy; however Bidder hereby affirms by signing below that its non-discrimination policy is in conformance with the above.

**OR**

- Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

**NOTE:**

Bidder's failure to comply with the above requirements will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

**BIDDER:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title



**SCHEDULE 1  
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: \_\_\_\_\_ PROJECT NO. OR BID NO.: \_\_\_\_\_  
 NAME OF PRIME BIDDER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_ USER DEPARTMENT: \_\_\_\_\_

**THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.**

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

**Total** \_\_\_\_\_

Total Bid Price \$ \_\_\_\_\_

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work \_\_\_\_\_

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

- Note:**
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
  3. M/WBE information is being collected for tracking purposes only.

**OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

TO:

\_\_\_\_\_  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise \_\_\_\_\_ Minority Business Enterprise \_\_\_\_\_

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: \_\_\_\_\_

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage

\_\_\_\_\_  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage \_\_\_\_\_ / \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

\_\_\_\_\_  
(Print name of SBE-M/WBE Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name/title of person executing on behalf of SBE/M/WBE Subcontractor)

**OSBA SCHEDULE 3  
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT#: \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME \_\_\_\_\_

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge \_\_\_\_\_  
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that \_\_\_\_\_ received  
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_

On MM - DD - YYYY from \_\_\_\_\_  
(Prime Contractor Name)

For labor and/or materials used on \_\_\_\_\_ / \_\_\_\_\_  
(Project Name) (Work Order)

DEPT.: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

PRIME CONTRACTOR VENDOR CODE: \_\_\_\_\_

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: \_\_\_\_\_

=====  
If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

\*Subcontractor Name: \_\_\_\_\_ Amount to be paid: \_\_\_\_\_

\*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.  
=====

By: \_\_\_\_\_  
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

\_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_  
Rev. 5 Last updated: 11/18/11

Ex. B

**BID RESPONSE  
BID #17-036/KM**

**BROADCAST EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR, TERM CONTRACT**

ITEM NO.	DESCRIPTION	HOURLY RATE	WEIGHT FACTOR	FACTORED RATE
1.	STANDARD RATE FOR ON-SITE INSTALLATION AS SPECIFIED HEREIN	\$ <u>67</u>	X .10 =	\$ <u>6.70</u>
2.	STANDARD RATE FOR ON-SITE AND OFF-SITE MAINTENANCE AS SPECIFIED HEREIN.	\$ <u>67</u>	X .75 =	\$ <u>50.25</u>
3.	STANDARD RATE FOR ON-SITE AND OFF-SITE REPAIRS AS SPECIFIED HEREIN	\$ <u>67</u>	X .15 =	\$ <u>10.05</u>
<b>TOTAL FACTORED RATE</b>				\$ <u>67.00</u> ✓

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued.....

FIRM NAME: Professional Video Repair

**BID RESPONSE  
 BID #17-036/KM**


**BROADCAST EQUIPMENT INSTALLATION, MAINTENANCE AND REPAIR, TERM CONTRACT**

OPTION

The option shall be completed; however, it shall not be used in the evaluation process.

EMERGENCY RATE FOR REPAIRS ONLY AS SPECIFIED HEREIN	\$ <u>150</u> /Hourly
---	-----------------------

- Acknowledge Non-Discrimination Policy Form is included as specified herein? YES/INITIAL RA
- Acknowledge Qualification of Bidders Information is included, per Term and Condition #9? YES/INITIAL RA
- Acknowledge Criminal History Records Check requirement, per Term & Condition #10? YES/INITIAL RA
- Acknowledge Materials/Parts are to be supplied at bidder's cost, per Term & Condition #13? YES/INITIAL RA
- Acknowledge Insurance requirements, per Term and Condition #21? YES/INITIAL RA

<p><b>* PLEASE AFFIX SIGNATURE WHERE INDICATED          (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)</b></p> <p>By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.</p> <p>Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.</p>	
<p>FIRM NAME: (Enter the entire legal name of the bidding entity) <u>Professional Video Repair</u>      DATE: <u>1/30/17</u></p>	
<p>* SIGNATURE: </p>	<p>PRINT NAME: <u>Brian Alexander</u>          PRINT TITLE: <u>President</u></p>
<p>ADDRESS: <u>1771 Blount Road Suite 206</u></p> <p>CITY / STATE: <u>Pompano Beach, FL</u>      ZIP CODE: <u>33069</u></p>	
<p>TELEPHONE # ( 954 ) <u>977-4474</u></p> <p>TOLL FREE # (     )</p>	<p>E-MAIL: <u>Service@Professionalvideorepair.com</u></p> <p>FAX #: (     )</p>
<p>APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____</p>	
<p>FEDERAL ID # <u>20-0403041</u></p>	



**DRUG-FREE WORKPLACE CERTIFICATION  
BID #17-036/KM**

**IDENTICAL TIE BIDS/QUOTES** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Brian Alexander the  
(Individual's Name)  
President of Professional Video Repair  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

  
\_\_\_\_\_  
Signature

1/30/17  
\_\_\_\_\_  
Date



**NON-DISCRIMINATION POLICY  
BID #17-036/KM**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy, such bidder shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

Bidder hereby acknowledges that it does not have a written non-discrimination policy; however Bidder hereby affirms by signing below that its non-discrimination policy is in conformance with the above.

OR

Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

**NOTE:**

Bidder's failure to comply with the above requirements will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

**BIDDER:**

Professional Video Repair  
Company Name

[Signature]  
Signature

Brian Alexander  
Name (type or print)

President  
Title



# PURCHASE ORDER

**City of West Palm Beach**  
**Procurement Division**  
 401 Clematis St., 5<sup>th</sup> Floor  
 West Palm Beach, Florida 33401  
 Tel: (561) 822-2100 ~ Fax: (561) 822-1564

**Purchase Order No: 2182848**

Deliver By	: 30-AUG-2018
FOB	: DESTINATION
Terms	: NET 45
Buyer	: T McCray
Requestor	: Bolton, Mary Kimberly
Req #	: 1183385
Issue Date	: 04-SEP-2018
Page	: 1 of 2 Revision: 1

**Vendor:**  
 PROFESSIONAL VIDEO REPAIR  
 1771 BLOUNT RD SUITE 206  
 POMPANO BEACH, FL 33069  
 Tel: (954) 977-4474

**Ship To:**  
 AS SPECIFIED  
 West Palm Beach, FL 33401  
 Tel:

**Invoice To:**  
 City of West Palm Beach Accounts Payable  
 PO Box 3366  
 West Palm Beach, FL 33402  
 Tel: (561) 822-1310 ~ Fax: (561) 822-1349

<b>Vendor Contact:</b> ,	<b>Email:</b>	<b>Fax:</b> (954) 977-4474
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LINE	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	57,017.00	US Dollar	<p>Refer to Contract 21833, expires March 12, 2019, OTR - 1 year period (Piggyback PBC ITB No. 17-036/KM)</p> <p>This Purchase Order is in accordance with the scope of services, pricing, terms and conditions described in the contract referenced above.</p> <p>**** Please reference this PO number on all invoices to avoid delay in processing payments ****</p> <p>Point of contact for this PO is the Mayor's Office - Director of Communications, Kathleen Walter at 561-822-1400 x1411 or kwalter@wpb.org</p> <p>Broadcast Equipment Installations, Maintenance and Repair. Refer to Contract No. 21833 (expires 03/12/2019).            (001.010300.539.500340.00000000.0000)</p>	1.00	57,017.00
<p>All deliveries must be made Monday-Friday between 7:30 AM &amp; 3:30 PM.            Purchase Order number must appear on all invoices, packing slips and correspondence.            Seller's action in acknowledging this order, delivering materials or, performing services called for hereunder shall constitute an unqualified acceptance of the terms and conditions hereon and any referenced attachments hereto.</p>				<b>TOTAL</b>	<b>57,017.00</b>
				Tax Exemption Numbers: Federal: 59-6000-448 State: 85-8015370726C-2	

INTERNAL CITY USE

21833

Mayor's Office/Video Repair, Boardcast Equipment Install & Maint. for City TV  
 - Kathleen Walter

*Matt Rubel*  
 for Festus Frank Hayden



## PURCHASE ORDER

### City of West Palm Beach

#### Procurement Division

401 Clematis St., 5<sup>th</sup> Floor  
West Palm Beach, Florida 33401  
Tel: (561) 822-2100 ~ Fax: (561) 822-1564

Purchase Order No: 2182848

Deliver By	30-AUG-2018
FOB	DESTINATION
Terms	NET 45
Buyer	T McCray
Requestor	Bolton, Mary Kimberly
Req #	1183385
Issue Date	04-SEP-2018
Page	2 of 2 Revision: 1

**Vendor:**  
PROFESSIONAL VIDEO REPAIR  
1771 BLOUNT RD SUITE 206  
POMPANO BEACH, FL 33069  
Tel: (954) 977-4474

**Ship To:**  
AS SPECIFIED  
West Palm Beach, FL 33401  
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**Invoice To:**  
City of West Palm Beach Accounts Payable  
PO Box 3366  
West Palm Beach, FL 33402  
Tel: (561) 822-1310 ~ Fax: (561) 822-1349

<b>Vendor Contact:</b>	<b>Email:</b>	<b>Fax:</b> (954) 977-4474
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**ENTIRE AGREEMENT:** This purchase order, including the terms and conditions stated herein, constitutes the full and final agreement between the City of West Palm Beach ("Buyer") and the Vendor ("Seller"), unless the parties have entered into a mutually executed written agreement stating applicable terms and conditions. Seller agrees to sell, and the City of West Palm Beach agrees to buy, the goods, articles, materials, or services ("Goods") described on a City of West Palm Beach Purchase Order ("PO") for the price, at the time, and on the terms of payment shown on the PO. This PO and the provisions of any drawings, prints, plans, descriptions, specifications, samples, data and other documents expressly referred to therein and adopted by reference ("Documents") constitute the entire agreement and supersede all proposals, negotiations, and counterproposals. No terms and conditions of Seller that are inconsistent with, or additional to, the terms and conditions contained herein, whether on an invoice or otherwise, shall be binding on Buyer unless such terms and conditions are expressly accepted in writing by Buyer.

**QUALITY:** All Goods furnished must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the Buyer. In the event no quality is specified, the Goods must be at least equal to the standards of the industry.

**DELIVERY OF MATERIALS:** Seller shall notify Buyer where Goods cannot be delivered in the quantities shown at the time specified. Title to the Goods and the associated risk shall not pass from Seller to Buyer until delivery and acceptance of the Goods at the location designated on the PO. Payment in full for the Goods shall be deemed to constitute acceptance of the Goods. All Goods delivered on this PO are subject to inspection. All rejected Goods shall remain the property of the Seller and will be returned at the Seller's expense. Excessive or unusual transportation charges caused by the Seller's inability to deliver in the specified time and quantity will not be paid by Buyer. Seller shall notify Buyer of deliveries that require special handling and /or assistance for off-loading. Failure to notify the Buyer will result in billing to Seller of any add-on redelivery, storage or handling charges. **OCCUPATIONAL SAFETY AND HEALTH:** Seller shall comply with Chapter 442, Florida Statutes, which requires that any toxic substance delivered as a part of this PO must be accompanied by a Material Safety Data Sheet (MSDS).

**ORDER CHANGES:** Changes may be made by the Buyer at any time in the character or quantity of Goods to be furnished hereunder by written change order signed by the same authority executing this PO for the Buyer. No modifications of this PO shall be binding upon Buyer unless approved in writing by Buyer or authorized representative.

**TERMINATION:** Buyer reserves the right to terminate this order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this PO. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.

**ASSIGNMENT:** Any assignment of this PO, performance of work hereunder, in whole or in part, or monies due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

**TAX:** Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials.

**PROMPT PAYMENT ACT:** The City of West Palm Beach abides by the Florida Prompt Payment Act (ss.218.70-218.80) which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

**UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and Buyer for any terms and conditions not specifically stated herein or in any corresponding Agreement between Buyer and Seller.

**INSURANCE:** If the Seller is required to go on City property to perform work or services, the Seller shall assume full responsibility and expense to obtain all necessary insurance as required by the City.

**LITIGATION VENUE:** This PO shall be construed and interpreted in accordance with Florida law. Seller waives the privilege of venue and agrees that all litigation between them in state courts shall take place in Palm Beach County, Florida and that all litigation in federal courts shall take place in the Federal Southern District for the State of Florida.

Lake Park Commission Chambers and Control Room AV Equipment

Professional Video Repair  
5/7/21

<u>Item#</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Description/Purpose</u>	<u>RU</u>	<u>Qty</u>	<u>Cost</u>	<u>Extended</u>
1-3	Panasonic	AW-UE150W	PTZ Cameras 20x Zoom- White	NA	3	9990	29970
NA	FEC	FEC-150GMW	Wall Mounts for AW-UE150W	NA	3	285	855
8	Panasonic	AW-RP150GJ5	Touchscreen PTZ Controller for AW-UE150W Cameras	NA	1	4494	4494
9	Panasonic	AW-PS551PJ	Power Supply for AW-RP150GJ	NA	1	690	690
4-6	Geovision	GV-PA902BT	POE++ Inseters for AW-UE150W Cameras	NA	3	134	402
7	Netgear	GS348PP-100NAS	48 Port POE+ Network Switch w/ Rack Mount	1	1	455	455
10	Blackmagic	SWATEMPSW1ME4K	10 Input ATEM 1 M/E Production Studio	1	1	2495	2495
11	Blackmagic	SWPANELADV1ME	Blackmagic Design ATEM 1 M/E Advanced Panel	NA	1	3075	3075
12	AJA	FS1	Single SDI to Composite Converter w/ CC Pass	1	1	2795	2795
56-58	Shure	SCM820-DAN	Digital IntelliMix Automatic Audio Mixer	1	2	2095	4190
NA	Shure	MX418S/S	18" Gooseneck Mic- Switch/LED- 7 Dais, 1 Clerk	NA	8	222	1776
NA	Shure	MX418/S	18" Gooseneck Mic- No Switch or LED- Podium	NA	1	222	222
NA	Shure	MX412D/S	12" Gooseneck Desktop Mic- Switch/LED- Staff Desk	NA	2	287	574
59	Shure	BLX2/SM58-H9	Mic Transmitter w/ SM58 (H9: 512 to 542 MHz)	NA	1	188	188
60	Shure	BLX88-H9	Dual-Channel Mic Receiver (H9: 512 to 542 MHz)	1	1	279	279
NA	Shure	URT2	Rack Tray For BLX88 (Under Clerk's Desk)	1	2	27	54
15	QSC	Core110F	Analog/Digital Audio Processor	1	1	2400	2400
16	Crown	NCDI4X300-U-US	4-Channel DriveCore Series Power Amplifier (300W)	2	1	2000	2000
17	Crown	NCDI2X300-U-US	2-Channel DriveCore Series Power Amplifier (300W)	2	1	1200	1200
18-22	JBL	CONTROL 28-1-WH	Indoor/Outdoor Speakers w/ 70v Xfmr (Pair, White)	NA	5	473	2365
NA	JBL	MTC-28UB-1-WH	Mounting Brackets for CONTROL 28-1-WH	NA	10	52	520
23	Williams Sound	FM 557	Assistive Listening System- 4 Rcvrs, 2 Neck Loops	1	1	2015	2015
NA	Williams Sound	RPK 005	Rack Mount for FM 557	1	1	40	40
NA	Williams Sound	ANT 024	Antenna for FFM 557	1	1	239	239
24-25	Dell	HV4J1	PC- Zoom & Workstation- i7, 16GB RAM, 256GB SSD	1	2	995	1990
26	Blackmagic	BDLKWEBPTR	Web Presenter for Zoom PC Audio/Video Input	1	1	385	385
27	Blackmagic	CONVNTRM/YA/SMTPN	Front Panel w/ LCD for Web Presenter	1	1	85	85
NA	Blackmagic	CONVNTRM/YA/RSR	Rack Mount for Web Presenter	1	1	107	107
NA	Pearstone	USB-AB3	3' USB Cable A-B- Web Presenter	NA	1	5	5
28-29	Decimator	DD-12G-CROSS	HDMI 4K to SDI Converter- Zoom PC & DM Output	NA	2	495	990
30	Sandies	SAND-340-12	On-Air Light- Automatic on When Mics are Unmuted	NA	1	94	94
31	Feelworld	P173-9HSD-RM	17.3" Rack Mount Monitor for KVM Switch	6.3	1	519	519
32	Aten	CS19208	8 Port KVM Switch w/ DP In- DP or HDMI Out	1	1	930	930
NA	Pearstone	USB3-AB6	6' USB 3.0 A to B Cables for KVM Input	NA	3	7	21

NA	Pearstone	DP-DD1206	6' Display Port Cables for KVM Input	NA	3	10	30
NA	Tera Grand	DP-DPMM-25	Telecast 25' Display Port Cable for KVM Input	NA	1	25	25
NA	Pearstone	USB3-AB15	Telecast 15' A-B 3.0 USB Cable for KVM Input	NA	1	10	10
NA	Pearstone	USB3-AA10	Telecast 10' A-A 3.0 USB M-F for KVM Input	NA	1	8	8
NA	Pearstone	MMSA-106B	6' 3.5mm Cables- KVM Switch Inputs	NA	2	4	8
NA	Pearstone	MMSA-110B	10' M-M 3.5mm Cable- KVM Out to Rack Speaker	NA	1	5	5
NA	Pearstone	USB-AA3	M-F 3' USB Extensions for House PC Kbd&Mse	NA	2	2	4
NA	C2G	50606	18in (0.5m) High Speed HDMI® Cable- 4K 60Hz	NA	1	8	8
NA	C2G	56782	3ft (0.9m) High Speed HDMI® Cable- 4K 60Hz	NA	8	10	80
NA	C2G	50609	5ft (1.5m) High Speed HDMI® Cable- 4K 60Hz	NA	6	10	60
NA	C2G	56783	6ft (1.8m) High Speed HDMI® Cable- 4K 60Hz	NA	3	10	30
NA	C2G	56784	10ft (3m) High Speed HDMI® Cable- 4K 60Hz	NA	1	10	10
NA	Pearstone	HDA-A635	35ft Active High-Speed HDMI Cable 4K 60Hz	NA	2	35	70
NA	C2G	26969	1ft Cat5e (UTP) Ethernet Network Cable - Black	NA	2	1	2
NA	C2G	15180	3ft Cat5e (UTP) Ethernet Network Cable - Black	NA	7	4	28
NA	C2G	15189	5ft Cat5e (UTP) Ethernet Network Cable - Black	NA	4	4	16
NA	C2G	00403	6ft Cat5e (UTP) Ethernet Network Cable - Black	NA	7	7	49
NA	C2G	15222	25ft Cat5e (UTP) Ethernet Network Cable - Black	NA	5	7	35
NA	C2G	20038	50ft Cat5e (UTP) Ethernet Network Cable- Black	NA	1	11	11
NA	Comprehensive	DISP-HD-3ST	DisplayPort to HDMI High Speed Cable (3')- Zoom PC	NA	1	16	16
NA	Tera Grand	RG59-FF-06	F-Type Coaxial Cable (Black, 6')- CR Comcast TV	NA	1	4	4
NA	Tera Grand	RG59-FF-25	F-Type Coaxial Cable (Black, 25')- CR Comcast TV	NA	1	7	7
NA	PSC	FPSC0010G	Transformer Barrel 600 Ohm- Ballroom Mixer Input	NA	1	49	49
NA	Pearstone	PM-03	3' M-F XLR Cable- 600 Ohm Transformer to BR Mixer	NA	1	8	8
41	Crestron	CP4	4 Series Control System	1	1	1700	1700
42	Crestron	DM-MD16X16-CPU3	16x16 DM Routing Frame	7	1	7740	7740
43-47	Crestron	DM-RMC-4KZ-SCALER-C	DigitalMedia 8G+® 4K Receiver with Scaler	NA	5	1620	8100
NA	Crestron	DMC-4KZ-C	DigitalMedia 8G+® 4K Input Card	NA	1	990	990
NA	Crestron	DMC-4KZ-HD	DigitalMedia 8G+® 4K Input Card	NA	4	720	2880
NA	Crestron	DMC-4KZ-CO-HD	DigitalMedia 8G+® 4K Output Card	NA	3	1170	3510
NA	Crestron	DMC-4KZ-HDO	DigitalMedia 8G+® 4K Output Card With Scaler	NA	2	1620	3240
50	Crestron	DM-TX-4KZ-302-C	DigitalMedia 8G+® 4K Transmitter	NA	1	1800	1800
61-62	Crestron	AM-200	AirMedia Wireless Presentation System	NA	2	1785	3570
52	Crestron	TSW-1070-B-S	10.1" Touch Screen for Control Room- Black	NA	1	2520	2520
54	Crestron	TSW-1070-RMK-2	Rack Mount for TSW-1070-B-S	4	1	175	175
53	Crestron	TS-1070-B-S	10.1" Touch Screen for Clerk's Desk- Tabletop, Black	NA	1	2700	2700
NA	Legrand	PN05L08V	Wiremold 5/8" x 1 1/8" x 8' On Wall Conduit- Ivory	NA	46	19	874
NA	Legrand	PN05F06V	Cover Clip- Ivory	NA	33	2	66
NA	Legrand	PN05F11V	90 Degree Flat Elbow- Ivory	NA	11	2	22
NA	Legrand	PN05F15V	Tee- Ivory	NA	9	4	36

NA	Legrand	PN05F17V	Internal Elbow- Ivory	NA	10	2	20
NA	Legrand	PN05F18V	External Elbow- Ivory	NA	10	3	30
32-34	Samsung	QN85Q60AAFXZA	Q60A 85" Class HDR 4K UHD QLED TV 92LB CH/BR	NA	3	2795	8385
35	Samsung	QN75Q60AAFXZA	Q60A 75" Class HDR 4K UHD QLED TV 71LB CH	NA	1	1495	1495
36-37	Samsung	QN43Q60AAFXZA	Q60A 43" Class HDR 4K UHD QLED TV 19LB CR	NA	2	597	1194
38	Samsung	LU28R550UQNXZA	28" 4K IPS Monitor Black w/ Stand Clerk's Desk 16:9	NA	1	315	315
40	Vizio	D40F-G9	D-Series 40" Class Full HD Smart LED Multiviewer	NA	1	248	248
NA	Chief	RXT2	Tilting Mounts for Ballroom 85" Monitors	NA	2	135	270
NA	Chief	RXF2	Fixed Wall Mount for 85" Dais Monitor	NA	1	97	97
NA	Chief	PDRUB	Swing Mount for 75" Public Monitor- 37" Extension	NA	1	655	655
NA	Chief	RLT2	Tilting Mounts for Control Room Monitors	NA	2	114	228
NA	QVS	PC3PX-10	10' Extension Cords w/ 3 Outlets for CR Monitors	NA	2	13	26
39	Furman	CN-1800S	Power Sequencer for Console Power w/ RS-232	1	1	615	615
NA	Startech	C9PSM	DB9 Male Solder D-SUB Connector for Furman	1	1	5	5
NA	APC	SMX1500RM2U	Smart-UPS 1500VA Rack Mount	2	2	735	1470
NA	Middle Atlantic	ERK-4025LRD	19" Equipment Rack 40RU, 25" Deep, 74.13" Tall	40	1	775	775
NA	Middle Atlantic	ERK-RR40	Threaded Rear Rail Kit for Equipment Rack	NA	1	88	88
NA	Middle Atlantic	CBS-ERK-25R	Wheelbase for Equipment Rack	NA	1	250	250
NA	Middle Atlantic	ERK-VT	Vented Top for Equipment Rack	NA	1	53	53
NA	Middle Atlantic	PD-2415SC-NS	Power Strip 24-Outlet 15A for Equipment Rack & CD	NA	3	170	510
NA	Middle Atlantic	LBP-1.5	Lacing Bars 1.5" Offset 10 Pack	NA	1	96	96
NA	Middle Atlantic	LBP-1R4	Lacing Bars 4" Offset 10 Pack	NA	1	102	102
NA	Middle Atlantic	LBP-6R90	Lacing Bars 6" Offset 10 Pack	NA	1	106	106
NA	Middle Atlantic	LBP-10R90	Lacing Bars 10" Offset 10 Pack	NA	1	115	115
NA	Middle Atlantic	FEB1-CP12	Blank Panel 1RU- 12 Pack	1	2	113	226
NA	Middle Atlantic	FEB2	Blank Panel 2RU	2	11	12	132
NA	Middle Atlantic	FEB3	Blank Panel 3RU	3	1	16	16
NA	Middle Atlantic	HP	100 Pack 10x32x3/4" Rack Screws	NA	4	28	112
NA	Middle Atlantic	U1	Single Space Rack Shelf- Black Powder Coat	1	3	38	114
NA	Middle Atlantic	U2	Double Space Rack Shelf- Black Powder Coat	2	1	49	49
NA	Winsted	38111107	Control Room Console. Refer to Quote 38111107	NA	1	10000	10000
NA	Commercial	COVER (BK) 1.5	1 1/2" Desk Grommet- CO KVM Keyboard and Mouse	NA	1	3	3
NA	Everbilt	804284	3.5" Furniture Slides- For Console, 4 Pack	NA	2	6	12
NA	Belden	2413F	4/23 Plenum Cat6 Cable- White 1000' Rolls	NA	2	1025	2050
NA	Belden	9451P	22AWG Plenum Mic Cable- Black 1000' Boxes	NA	2	508	1016
NA	West Penn	WP-25819-1000-IY	Plenum RG59 HDS DI Video Cable 1000' - Ivory	NA	1	720	720
NA	Comprehensive	CAC-14-2/P-1000	14AWG Plenum Speaker Cable- White 1000' Roll	NA	1	389	389
NA	West Penn	CN-BM74-32	50 Pack BNC Connector for WP-25819-1000-IY	NA	1	125	125
NA	Safcord	4007-029	Cord and Cable Protector for Carpet (4" x 12', Black)	NA	1	44	44
NA	Bittree	PTC100	PVC Tubing, 100 Pieces- For Shure Mixer Inputs	NA	1	5	5

NA	Riptie	Q751RLBK	WrapStrap Plus Reusable Velcro Strap 1/2 x 75'	NA	1	14	14
NA	Hellerman Tyton	MB4SHA0C2	Square Black Cable Tie Mounts 1.115" 100 Pack	NA	1	20	20
NA	Hellerman Tyton	T18L0M4	8" Black Cable Ties- 1000 Pack	NA	1	28	28
NA	Hellerman Tyton	T50L0C2	15.35" Black Cable Ties- 100 Pack	NA	1	13	13
Na	Black Box	FT8120A	White 3/16 x 8" Cable Zip Ties for Speakers - 100 Pk	NA	1	6	6
NA	Flexo	CCP0.75BK	5/8in to 1in Flexo Clean Cut Tubing 75ft Spool	NA	1	29	29
NA	Felxo	PTN1.25BK	3/4In-1 3/4In Expandable Tubing Black 50 Foot Roll	NA	1	43	43
NA	Neutrik	NC3MX	Male 3 Pin XLR Silver/Black- Web, ALD, BR Mixer	NA	3	3	9
NA	Neutrik	NC3FX	Female 3 Pin XLR Silver/Black- Mic & Wireless Out	NA	13	3	39
NA	Neutrik	NYS373-0	RCA Male Solder Connectors- Crestron Card Ouputs	NA	4	2	8
NA	SFCable	P7B1-01-BLK	12" IEC Power Cables	NA	10	2	20
NA	SFCable	P7B1-015-BLK	18" IEC Power Cables	NA	10	2	20
NA	SFCable	P7B1-02-BLK	24" IEC Power Cables	NA	10	2	20
NA	Tripplite	RS-0615-R	Console Rack Mount Power Strips (Rack Rear)	1	4	65	260
NA	Tripplite	IBAR 12/20 ULTRA	Console Rack Mount Power Strips (Front Facing)	1	1	154	154
NA	Platinum Tools	PLAT-105020	Shielded EZ-RJ45 CAT5e/6 w/ Internal Ground 100pc	NA	1	135	135
NA	Panasonic	AV-SVCREMSUPP2H	2 Hrs Remote Training for Cameras and CTL Panel	NA	1	195	195
NA	PVR	Installation	Installation, Configuration, Crestron Prog and Training	NA	1	60000	60000
NA	Lake Park	TBD	Comcast Tuner with HDMI Output	2	1		
NA	Lake Park	NA	Valid Zoom License	NA	1		
NA	Lake Park	NA	Wall Mounted Electrical Outlets for Ballroom Monitors	NA	2		
NA	Lake Park	NA	Others Pull All Cabling Due to Permit Requirement	NA	1		9000
NA	Lake Park	NA	Repair Paint, Fill Holes From Removing Equipment	NA	1		
NA	Lake Park	NA	TeVUE Closed Captioning Software	NA	1		

Please state on the RFQ that substitutions are not accepted.

Total: \$211,089 ✓  
(Equipment Costs Are Estimated)