

**RESOLUTION NO. 33-05-17**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE TOWN RFP NO. 103-2017, CONTRACT AGREEMENT WITH MCNEILUS FINANCIAL INC DBA MCNEILUS TRUCK AND MANUFACTURING COMPANY. FOR THE REFURBISHMENT OF PUBLIC WORKS VEHICLES NO. 45 & 47; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town solicited proposals to refurbish two, 2009 HEIL half/pack Front Loaders on Autocar WX64 chassis; and

**WHEREAS**, the Town has complied with the requirements of its code and Florida statutes pertaining to the competitive bidding of products and services; and

**WHEREAS**, Town Staff recommends the award of the bid to the lowest responsive, responsible bidder McNeilus Financial Inc. DBA McNeilus Truck and Manufacturing Company for the refurbishment of Public Works Vehicles No. 45 & 47.

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

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

**Section 2.** The Mayor is hereby authorized and directed to execute the Contract Agreement, attached hereto and incorporated herein as **Exhibit "A"**.

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

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

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>✓</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	___
COMMISSIONER ERIN FLAHERTY	<u>✓</u>	___
COMMISSIONER ANNE LYNCH	<u>✓</u>	___
COMMISSIONER ROGER MICHAUD	<u>Absent</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 33-05-17 duly passed and adopted this 17 day of May, 2017.

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

**AGREEMENT FOR SANITATION VEHICLE REFURBISHMENT BETWEEN  
THE TOWN OF LAKE PARK, FL  
AND  
MCNEILUS FINANCIAL INC. DBA MCNEILUS TRUCK & MANUFACTURING COMPANY  
(THE CONTRACTOR)**

**THIS AGREEMENT TO PROVIDE REFURBISHMENT OF TWO, HEIL HALF/PACK FRONT LOADERS ON 2009 AUTOCAR WX64 CHASSIS**, is made this 17 day of May, 2017, 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 McNeilus Financial Inc. DBA McNeilus Truck & Manufacturing Company ("Contractor"), 1700 Northwest 33<sup>rd</sup> Street, Pompano Beach, Florida 33064.

**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 empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the Town previously determined that there is a need for the provision of refurbishment for two Heil Half/Pack Front Loaders on 2009 Autocar WX64 Chassis ("the vehicles"); and

WHEREAS, the Town solicited via a Request for Proposal from vendors to provide such refurbishment; and

WHEREAS, the Town received a proposal from the Contractor on April 5, 2017 to provide for the refurbishment of the vehicles; and

WHEREAS, in its proposal the Contractor represented that it is qualified, able and willing to satisfactorily provide the services solicited in the Town's Request for Proposal; and

WHEREAS, the Town determined that the Contractor's proposal was a responsible and responsive bidder and is qualified and able to provide the services solicited; and

WHEREAS, the Town and the Contractor propose to enter into this Agreement, and the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Agreement;

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

**1. RESPONSIBILITIES OF THE CONTRACTOR – SCOPE OF WORK**

- 1.1 There shall be a mandatory consultation by Town Staff with Contractor prior to engagement of work.

- 1.2 The following items shall be completed for Vehicle No. 45 (VIN# 5V CDC6JF49H209287):

**HYDRAULIC SYSTEM REFURBISHMENT**

- Replace all Main Valve Pneumatic Lines
- Replace all Hydraulic System Filters
- Replace Hydraulic Oil and Flush Hydraulic Tank
- Replace Hydraulic Tank Sight Gage

**PUMP AND HYDRAULIC WELDMENTS**

- Replace Hydraulic Pump and Supply Hoses to Pump and Main Valves
- Rebuild Packer Cylinders and Replace all Hoses
- Rebuild Arm Cylinders and Replace all Lines and Hoses
- Rebuild Fork Cylinders and Replace all Hoses
- Replace Tailgate Lock Cylinders and Tailgate Lock Bushings
- Rebuild Tailgate Cylinders and Replace all Hoses
- Replace Hoses on Body Lift Cylinders

**BODY STRUCTURAL REPAIR**

- Rebuild Packer Blade; Provide "Alternate" quote if Replacement Blade is necessary
- Rebuild Packer Blade Cylinder
- Replace Packer Blade Cylinder Pins and Bushings
- Replace Packer Blade Shoes and Replace Packer Blade Tracks (I.e., Rails)
- Replace all Cross Shaft Pivot Bearings
- Replace all Arm Clamp Hardware
- Replace all Fork Cross Shaft Pivot Bushings
- Replace Arm Rubber Stops
- Inspect Arm Mount Stops; Provide "alternate" quote if repair or replacement is necessary
- Rebuild Cab Protector; Provide "alternate" quote if replacement is necessary

**MISCELLANEOUS BODY REPAIRS**

- Install New Tool Box on Tailgate ICC Bumper; Toolbox dimensions: 24"W x 14"H x 17½"D
- Replace Tailgate Seal
- Replace both Sump Door Seals

- Replace Tailgate Camera Cables

### **BODY WIRING and ELECTRICAL COMPONENTS**

- Inspect and Repair Body Wiring to all Body Mounted Lamps; Provide Lump Sum Cost for Five (5) Hours on Task; Provide Hourly Rate for Any Hours Worked over Five (5) – **Advanced Written Approval from Town Required before Proceeding**
- Replace Body Mounted Lamps and/or bulbs as needed; Provide Unit Price for One (1) Lamp, installed

### **PAINT and BODY WORK**

- Chassis Cab is to be Prepped for Paint; Prime Repairs made to Body Damage and Rust Removal
- Cab to be Painted with Factory Color (White) Base Coat/Clear Coat
- Front Loader Body to be Prepped for Paint; Prime Repairs made to Body Damage and Rust Removal
- Paint Body (Note Color Change to Blue; DuPont™ Imron (or equal) Color Code – NO441NA); Color Change Requires Two Coats of Base with One Clear Coat.
- Apply Town Decal Package to both sides of body; Town to provide material

- 1.3 The following items shall be completed for Vehicle No. 47 (VIN# 5VCD6JF59H208150):

### **HYDRAULIC SYSTEM REFURBISHMENT**

- Replace all Main Valve Pneumatic Lines
- Replace all Hydraulic System Filters
- Replace Hydraulic Oil and Flush Hydraulic Tank
- Replace Hydraulic Tank Sight Gage

### **PUMP AND HYDRAULIC WELDMENTS**

- Rebuild Hydraulic Pump and Supply Hoses to Pump and Main Valves
- Rebuild Packer Cylinders and Replace all Hoses
- Replace Hoses on Body Lift Cylinders

### **BODY STRUCTURAL REPAIR**

- Rebuild Packer Blade; Provide “Alternate “quote if Replacement Blade is necessary

- Rebuild Packer Blade Cylinder
- Replace Packer Blade Cylinder Pins and Bushings
- Replace Packer Blade Shoes and Replace Packer Blade Tracks (I.e., Rails)
- Replace all Cross Shaft Pivot Bearings
- Replace all Arm Clamp Hardware
- Replace all Fork Cross Shaft Pivot Bushings
- Replace Arm Rubber Stops
- Inspect Arm Mount Stops; Provide "alternate" quote if repair or replacement is necessary
- Rebuild Cab Protector; Provide "alternate" quote if replacement is necessary

### **MISCELLANEOUS BODY REPAIRS**

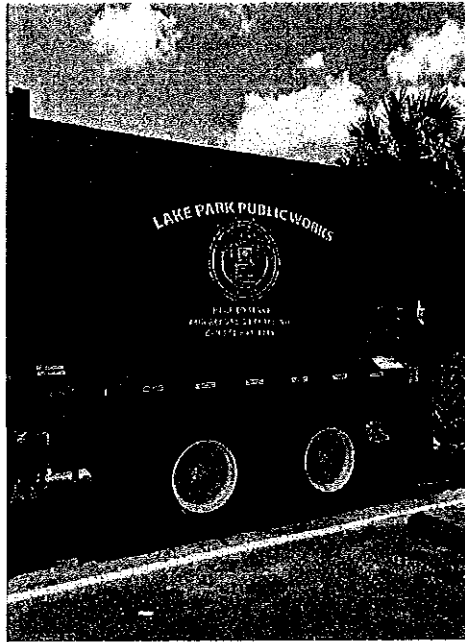
- Install New Tool Box on Tailgate ICC Bumper; Toolbox dimensions: 24"W x 14"H x 17½"D
- Replace Tailgate Seal
- Replace both Sump Door Seals
- Replace Tailgate Camera Cables

### **BODY WIRING and ELECTRICAL COMPONENTS**

- Inspect and Repair Body Wiring to all Body Mounted Lamps; Provide Lump Sum Cost for Five (5) Hours on Task; Provide Hourly Rate for Any Hours Worked over Five (5) – **Advanced Written Approval from Town Required before Proceeding**
- Replace Body Mounted Lamps and/or bulbs as needed; Provide Unit Price for One (1) Lamp, installed

### **PAINT and BODY WORK**

- Chassis Cab is to be Prepped for Paint; Prime Repairs made to Body Damage and Rust Removal
- Cab to be Painted with Factory Color (White) Base Coat/Clear Coat
- Front Loader Body to be Prepped for Paint; Prime Repairs made to Body Damage and Rust Removal
- Paint Body (Note Color Change to Blue; DuPont™ Imron (or equal) Color Code – N0441NA); Color Change Requires Two Coats of Base with One Clear Coat.
- Apply Town Decal Package; Town to provide material. The decal package should look consistent with the following picture:



## 2. RESPONSIBILITIES OF TOWN STAFF

- 1.1 The Town staff shall provide such space as mutually agreed to be necessary for the Contractor to fulfill its inspection of the vehicles.
- 1.2 The Town staff shall deliver the vehicles to the Contractor's refurbishment facility so that work may commence.

## 3. PRICING

3.1 Pricing shall be per the following SCHEDULE OF BID ITEMS:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>PRICE</u>
1.	<u>INDEMNIFICATION</u>	1	Job	\$100.00	<u>\$100.00</u>
	<u>GENERAL CONDITIONS</u>	1	Job	L.S.	<u>\$500.00</u>
2.	<u>HYDRAULIC SYSTEM REFURBISHMENT</u>		<i>Vehicle</i>		
		1	<i>No. 45</i>	L.S.	<u>\$950.00</u>
		1	<i>Vehicle No. 47</i>	L.S.	<u>\$950.00</u>

3.	<b><u>PUMP AND HYDRAULIC WELDMENTS</u></b>	1	<i>Vehicle No. 45</i>	L.S.	<u>\$8,995.00</u>
		1	<i>Vehicle No. 47</i>	L.S.	<u>\$5,820.00</u>
	<b><u>BODY STRUCTURAL REPAIR</u></b>				
	<b>Note:</b> Alternate price in effect (see below)				
4.	if Packer Blade needs Replacement				
	- 'Alternate' price in effect if Cab Protector needs Replacement				
	- 'Alternate' price in effect if Arm Mount Stops need repair or replacement.	1	<i>Vehicle No. 45</i>	L.S.	<u>\$6,225.00</u>
		1	<i>Vehicle No. 47</i>	L.S.	<u>\$6,225.00</u>
5.	<b><u>MISCELLANEOUS BODY REPAIRS</u></b>		<i>Vehicle No. 45</i>		
		1		L.S.	<u>\$525.00</u>
		1	<i>Vehicle No. 47</i>	L.S.	<u>\$525.00</u>
6.	<b><u>BODY WIRING and ELECTRICAL COMPONENTS</u></b>				
6a.	Inspect and Repair Body Wiring to all Body Mounted Lamps; This hourly rate shall be used for any time spent over the base bid of ten hours. ( <b>Advanced Written Approval from Town Required for additional hours</b> )	10	Hours	\$75.00 Per hour	<u>\$750.00</u>
6b.	Replace Body Mounted Lamps and/or bulbs as needed; per Unit Price for One (1) Lamp, installed	T.B.D.	Ea.	\$25.00	



7.	<b><u>PAIN</u>T and <u>BODY</u> WORK</b>	1	<i>Vehicle</i> No. 45	L.S.	<u>\$6,500.00</u>
		1	<i>Vehicle</i> No. 47	L.S.	<u>\$6,500.00</u>
	<b><u>TOTAL PRICE: Items 1 through 7</u></b>	1	Job		<u>\$ 44,465.00</u>

Written Amount: **Forty Four Thousand, Four Hundred and Sixty Five Dollars**

<b>ALTERNATE I:</b>	Replace Packer Blade (Labor & Material)	<b>ADD (per vehicle)</b>	<b>\$ <u>3,950.00</u></b>
<b>ALTERNATE II:</b>	Replace Cab Protector (Labor & Material)	<b>ADD (per vehicle)</b>	<b>\$ <u>2,150.00</u></b>
<b>ALTERNATE III:</b>	Arm Mount Stop REPAIR or REPLACEMENT (LABOR AND MATERIAL)	<b>ADD (per vehicle for REPAIR)</b>	<b>\$ <u>300.00</u></b>
		<b>ADD (per Vehicle for REPLACEMENT)</b>	<b>\$ <u>6400.00</u></b>

3.2 If any additional services are required above the scope of work, Contractor shall provide written cost estimate to the Town for such services and obtain

written authorization to proceed from Town before commencing additional work.

#### **4. PUBLIC RECORDS**

With respect to public records, the Contractor is required to:

- 4.1 Keep and maintain public records required by the Town to perform the service.
- 4.2 Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- 4.3 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.
- 4.4 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 from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- 4.5 if the Contractor has questions regarding the application of Chapter 119, Florida Statutes, its duty to provide public records relating to this Agreement, the Contractor should 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).

#### **5. BID SECURITY**

- 5.1 Bid security shall be required. Bid security shall be in the form of a Letter of Credit, or a certified cashier's check, and must be equal to at least 5% of base bid price. Bid Security shall be submitted at the time of bid submittal.

#### **6. INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS**

The Contractor shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- 6.1 Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.
- 6.2 The Contractor shall maintain a Commercial General Liability Policy on an Occurrence Form with the following limits:
  - \$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)
  - \$1,000,000.00 Products/Completed Operations Aggregate
  - \$5,000,000.00 General Aggregate
  - \$1,000,000.00 Personal and Advertising Injury
  - \$500,000.00 Damage to Premises Rented to You

The Town shall be included as an additional named insured under the Commercial General Liability policy, and a waiver of subrogation against the Town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the offerors' bid documents. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies. All certificates of insurance shall be subject to the Town's verification and approval as part of the Town's evaluation of the bid or proposal. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

## **7. SUSPENSION, DEBARMENT, SEVERABILITY, AND TERMINATION**

- 7.1 If any term or provision of this contract is found to be illegal or unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.
- 7.2 Once the contract has been awarded, it may be terminated by the Town without cause upon providing Contractor with at least thirty (30) days prior written notice.
- 7.3 Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-

- defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so.
- 7.4 If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the scope of work.
- 7.5 Suspension. The contractor may be suspended for a period not to exceed two years as determined by the finance director based upon the following:
- a. Contractor defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the Town;
  - b. Contractor commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the Town;
  - c. Contractor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - d. Contractor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Town government contractor. If charges are dismissed or the Contractor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the Contractor to Town;
  - e. Contractor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
  - f. Contractor violates the ethical standards set forth in local, state, or federal law;
  - g. Contractor fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or
  - h. Any other cause the finance director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a Town government contractor, including but not limited to suspension by another governmental entity for substantial cause.
- 7.6 Debarment. An offeror may be permanently debarred for the following:
- a. Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the Town twice in any three-year period.
  - b. Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor offeror's commercial enterprise stated in subsections (1) c. and (1) d. of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be

removed immediately upon written notification and proof of final court disposition from the offeror to the Town.

c. Placement of the offeror or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

7.7 Decision. After the finance director has determined there is cause to suspend or debar an offeror, the finance director shall notify the offeror in writing of the debarment or the period of suspension and the reasons for the action taken.

7.8 Finality of decision. The suspension or debarment shall be final and conclusive unless the suspended or debarred offeror initiates protest proceedings pursuant to section 2-252 within 21 days after the date of notification.

## **8. INSPECTIONS AND TESTS**

8.1 The finance director or department director of the originating department may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the order of contract. Any originating department which has the staff and facilities for adequate inspection may be authorized by the finance director to inspect deliveries made to it.

8.2 The finance director shall have the authority to require chemical and/or physical tests or samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with the specifications. For such tests, the finance director shall have the authority to make use of any facilities of the Town where such tests may be competently performed or an outside laboratory may be utilized. Should the product fail such testing, the Town may require the Contractor to pay the Town for any expense incurred in testing.

## **9 MANNER OF PERFORMANCE**

9.1 Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

**10 MATERIAL QUALITY & BRAND NAMES**

- 10.1 All items used in the manufacture or construction of any supplies, material or equipment covered by the bid shall be new, not used, or remanufactured. The item(s) bid or the components of the item(s) bid shall be of the best quality and highest grade workmanship unless otherwise specified herein.
- 10.2 Whenever proprietary names are specified, whether or not followed by the words "or equal" it shall be subject to equals as approved and accepted as "equal" by the owner, as it shall be the owners' prerogative to select which products/materials meeting specifications from the information furnished by the Contractor, to produce the best value to the Town.

**11 GUARANTEE and WARRANTIES**

- 11.1 The Contractor guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, offeror certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Offeror certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.
- 11.2 There shall be a six month parts and labor warranty on all repair or rebuild items.
- 11.3 There shall be a one year parts and labor warranty on all new replacement parts.

**12 CONTRACT TIME**

- 12.1 This contract shall be completed and invoiced within 120 calendar days after issuance of a Notice to Proceed, or date of mandatory pre-commencement meeting, whichever is latest. Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence.
- 12.2 The vehicles being refurbished must be completed one at a time in succession, with Vehicle No. 45 being first in succession, immediately followed by Vehicle No. 47. The refurbishment of each vehicle shall be completed within sixty (60) calendar days after delivery of vehicles to Contractor's refurbishment facility.

**13 LIQUIDATED DAMAGES**

- 13.1 The Contractor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, one-hundred dollars (\$100.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked

on the project will begin on the latter of the day purchase order is approved and issued to the contractor, or the start date as agreed at the designated pre-commencement meeting. From that day, the number of calendar days as shown on the contractor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$100.00 for each calendar day), unless an appropriate extension is requested and approved by the Town in writing.

#### **14 PAYMENT**

- 14.1 In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due 20 days after it is stamped as "received" by the Town. If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Finance Department, Attention: Accounts Payable, located at 535 Park Avenue, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. All applications for payment, with the exception of the application for FINAL payment shall reflect 10% retainage of the total value of the work completed.

#### **15 PAYMENTS TO CONTRACTOR AND COMPLETION**

- 15.1 The Town may employ an independent third party to perform inspections and approve applications for payments on this project. If the Town does engage an agent on this project, the Town will communicate at the pre-construction meeting, the specifics regarding to whom to send applications for payment, the roles of each party, etc.
- 15.2 Final payment will not be made until all requested work has been performed and accepted by the Town, and contractor has passed a final inspection in accordance with the bid documents (Exhibit A). Upon satisfactory completion of the work and the contractor's submission of a sworn affidavit as evidence that he has paid all labor, materials and other charges against the project in accordance with the terms of the contract, the Town's engineer or other agent on the project will issue a Certificate of Contract Completion.

#### **16 PERMITS, TAXES, LICENSES**

- 16.1 Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. There is no requirement for a Notice of Commencement.
- 16.2 The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Offeror. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual

obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

**17. TERMINATION**

- 17.1 Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.
- 17.2 Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.
- 17.3 If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest offeror, or that offeror which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

**18. CONFLICT OF INTEREST**

- 18.1 The standards of conduct for public officers and employees as set forth in the Palm Beach County Code of Ethics and F.S. §112.313 Part III are incorporated herein by reference as if fully set forth herein.

**19. 'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute (Section 287.087), the 'Drug Free Workplace Certification' form attached as 'Exhibit A' must be fully executed and included with this Contract prior to commencement of work.

**20. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2)(a):  
'PUBLIC ENTITY CRIMES'**

The 'Public Entity Crimes' form attached as 'Exhibit B' must be fully executed and submitted with this Contract prior to commencement of work.

**21. ANTI-KICKBACK AFFIDAVIT**

The anti-kickback affidavit attached as 'Exhibit C' must be fully executed and submitted with this Contract prior to commencement of work.

**22. 'CERTIFICATION OF NONSEGREGATED FACILITIES'  
(Office of Federal Contract Compliance Programs (OFCCP), Executive Order 11246, As Amended; Equal Employment Opportunity)**

The 'Certification of Non-Segregated Facilities' form attached as 'Exhibit D' must be fully executed and submitted with this Contract prior to commencement of work.

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color,



religion, sex or national origin. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor."

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with authorized procedures.

**23. GOVERNING LAW/VENUE**

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 15<sup>th</sup> Judicial District in and for Palm Beach County, Florida, of the United States District of Florida, West Palm Beach, Florida.

**24. ATTORNEY FEES**

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.

**25. ENTIRE AGREEMENT**

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous agreement and understandings oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the Town and the Contractor.

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  
Vivian Mendez, Town Clerk

By: Michael O'Rourke  
Michael O'Rourke, Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

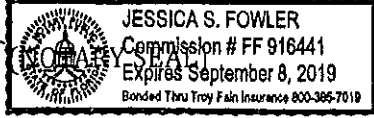
FLORIDA

By: Thomas J. Baird  
Thomas J. Baird, Town Attorney

Continued, Next Page

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 20<sup>th</sup> day of April  
2017 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known  
to me.



*[Handwritten Signature]*

Notary Public, State of Florida  
Contractor.

By: *[Handwritten Signature]*

Steve Isman

Printed Name

Title Branch Manager

WITNESSES:

By: *[Handwritten Signature]*

Robert Arocho

Printed Name

By: *[Handwritten Signature]*  
Jessica S. Fowler


Printed Name

**Exhibit A**  
**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of McNeilus Financial, maintains a drug-free workplace program, and that the following conditions are met:

1. We 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 that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company'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. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in 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. We 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 convicted.
6. We 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 firm complies fully with the above requirements.

 4-28-17  
 Authorized Signature (Date)

Steve Inman - Branch Manager  
 Name & title (typed)

**Exhibit B****SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES****(To be signed in the presence of a notary public or other officer authorized to  
administer oaths.)**

Before me, the undersigned authority, personally appeared Steve Daman, who, being by me first duly sworn, made the following statements:

1. The business address of McNeilus Financial  
(Name of offeror or contractor)  
is 1700 NW 33<sup>rd</sup> Street, Pompano Beach, FL 33064
2. My relationship to McNeilus Financial  
(Name of offeror or contractor)  
is Branch Manager - Florida  
(Relationship such as sole proprietor, partner, president, vice president, etc.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Signature]  
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of Florida  
and

County of Broward

on the 28<sup>th</sup> day of April, 2017.



[Signature]  
Notary Public  
My commission expires: September 8, 2019

(Affix seal)

**Exhibit C**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Steve Inman, who, after being by me first duly sworn, deposes and says:

(1) I am Branch Manager of Merchants Financial, the offeror that has submitted a proposal to perform work for the following project:

Contract # \_\_\_\_\_ Project name: Sanitation Vehicle Refurbishment

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

[Signature]  
Signature

Subscribed and sworn to (or affirmed) before me this 20<sup>th</sup> day of April 2017  
by Steve Inman, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Florida

Notary Signature: [Signature]

Notary Name: Jessica S. Fowler  
Notary Public-State of Florida

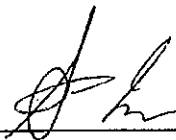
**Exhibit D****CERTIFICATION OF NON-SEGREGATED FACILITIES**

The offeror certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The offeror certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The offeror agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The offeror agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Sanitation Vehicle Refurbishment

Company Name and Address:

Signature: 

Name & Title: Steve Inman - Branch Manager