

RESOLUTION NO. 81-09-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH FLYING SCOT, INC. TO PROVIDE SIDEWALK REPLACEMENTS; 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 has previously determined that there is a need for the provision of concrete sidewalk repairs at various locations across the Town; and

WHEREAS, the Town solicited via an Invitation to Bid (ITB) for responsible and responsive contractors to provide for such sidewalk replacements; and

WHEREAS, the Town received bids on August 9, 2017 in response to its solicitation; and

WHEREAS, the Town formed an evaluation committee to review the bids and to select the lowest responsive and responsible bidder with which to execute a sidewalk replacement contract; and

WHEREAS, on August 31, 2017, the evaluation committee selected Flying Scot Inc. as the lowest responsive and responsible bidder and determined that the Contractor is qualified and able to provide the services solicited; and

WHEREAS, Town Manager has recommended to the Town Commission, that it is in the best interest of the Town to execute a sidewalk replacement contract with Flying Scot, Inc.

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. Flying Scot Inc. is hereby approved by the Town Commission of the Town of Lake Park to provide sidewalk replacement services as needed by the Town. The Mayor is hereby authorized and directed to execute the agreement between the Town and Flying Scot Inc., which is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon 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 ANNE LYNCH	<u> / </u>	<u> </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution NO. 81-09-17 duly passed and adopted this 20 day of September, 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

CONTRACT

THIS CONTRACT TO REPAIR CONCRETE SIDEWALKS (Contract) is made this 20 day of September, 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 Flying Scot Inc. ("Contractor"), 11924 West Forest Hill Boulevard, Wellington, Florida 33414.

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 concrete sidewalk repairs at various locations across the Town, and

WHEREAS, the Town solicited via an Invitation to Bid (ITB) for contractors to provide such repair work; and

WHEREAS, the Town received a proposal from the Contractor on August 9, 2017 to provide the sidewalk repairs; 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 ITB; and

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

WHEREAS, 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. RECITALS

The whereas clauses are incorporated herein.

2. RESPONSIBILITIES OF THE CONTRACTOR – SCOPE OF WORK

Contractor shall:

- 2.1 perform a site survey with the Town's General Infrastructure Foreman.

- 2.2 Submit a permit application and obtain the appropriate permit from Town .
- 2.3 Supply all materials needed for completion of work.
- 2.4 Locate for all underground locates.
- 2.5 Supply barricades, cones, caution tape, and or any signage which are necessary to protect the work sites at all times.
- 2.6 Any debris which results from saw cutting shall be removed from the site and legally disposed of off-site.
- 2.7 All areas subject to this agreement shall be comply with the requirements of the American with Disabilities Act (ADA).
- 2.8 Install forms, compact loose soil, and remove any tree roots that have the potential to cause future damage to sidewalk.
- 2.9 Secure an inspection and the written approval of the forms which have been installed from the Town's General Infrastructure Foreman prior to pouring concrete.
- 2.10 Replace any irrigation system components that are damaged during damaged sidewalk removal.
- 2.11 Hand tool the joints' of sidewalks/driveways every 5' with light broom finish.
- 2.12 Supply all expansion joints where needed per Exhibit 'A'.
- 2.13 Concrete trucks are only permitted on the roadway and are prohibited from swale areas.
- 2.14 Clean up all debris after pouring concrete.
- 2.15 Use concrete of at least 3,000 PSI.
- 2.16 Back fill all forms upon their removal.
- 2.17 Pour sidewalk to the width and thicknesses as noted per Exhibit 'A'
- 2.18 Obtain final inspection and approval from Town of Lake Park General Infrastructure Foreman.

3. RESPONSIBILITIES OF TOWN STAFF

- 3.1 The Town staff shall mark the locations of sidewalks to be repaired with orange paint.
- 3.2 The General Infrastructure Foreman shall make himself available for the required site survey at a time mutually agreed upon by both parties.

4. PRICING

- 4.1 Pricing shall be per the following on a unit cost basis with extended prices based upon sidewalk square footages identified within Exhibit A:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTIT</u> <u>Y</u>	<u>UNIT</u>	<u>UNIT</u> <u>COST</u>	<u>EXTENDED</u> <u>COST</u>
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1	<u>Indemnification</u>	1	Job	\$100.0 <u>0</u>	\$ <u>100.00</u>
2	<u>Mobilization, includes registration with the Town and permit (permit fee waived).</u>	1	Job	L.S.	<u>\$2000.00</u>
3	<u>Pedestrian safety</u>	1	Job	L.S.	<u>\$2500.00</u>
4	<u>Removal of 4" Concrete (3,316 SQ FT IN TOTAL)</u>	1	S.F.	<u>\$2.00</u>	<u>\$6632.00</u>
5	<u>Form and pour 4" Concrete (3,000PSI) (3,316 SQ FT IN TOTAL)</u>	1	S.F.	<u>\$6.50</u>	<u>\$21554.00</u>
6	<u>Removal of 6" Concrete (1,590 SQ FT IN TOTAL)</u>	1	S.F.	<u>\$3.00</u>	<u>\$4770.00</u>
7	<u>Form and finish Flatwork 6" (3,000PSI) (1,590 SQ FT IN TOTAL)</u>	1	S.F.	<u>\$7.50</u>	<u>\$11925.00</u>
8	<u>Install New ADA Handicap Ramp 6" (10 LOCATIONS)</u>	1	S.F.	<u>\$20.00</u>	<u>\$3200.00</u>
9	<u>Expansion Joint (9 LOCATIONS)</u>	1	L.F.	<u>\$2.30</u>	<u>\$283.66</u>
10	<u>Site Survey</u>	1	Job	L.S.	<u>\$200.00</u>

Items 1 - 10

TOTAL COST \$ 53,164.66

5. PUBLIC RECORDS

With respect to public records, the Contractor shall:

- 5.1 Keep and maintain public records required by the Town to perform the service.
- 5.2 Upon the request of the Town, provide any such public records.
- 5.3 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.
- 5.4 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, in a format that is compatible with the information technology systems of the Town.

- 5.5 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.

6. BID SECURITY

Contractor shall secure a Letter of Credit, or a certified cashier's check, in an amount equal to at least 5% of base bid price. The Letter of Credit or certified cashier's check shall be submitted to the Town at the time the Contractor submits its bid.

7. 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:

- 7.1 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.
- 7.2 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 Contractor's 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 bidders' 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+.

8. SUSPENSION, DEBARMENT, SEVERABILITY, AND TERMINATION

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

8.6 Debarment. A bidder may be permanently debarred from submitting bids to the Town 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 bidder'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 bidder to the Town.

c. Placement of the bidder 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.

8.7 After the finance director has determined there is cause to debar a bidder, the Town shall notice the bidder in writing of the debarment and the reasons for the action taken.

8.8 The Contractor may protest the debarment pursuant to section 2-252 within 21 days after the date of the Contractor's written notification.

9. INSPECTIONS AND TESTS

- 9.1 The Town 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 Contract.
- 9.2 The Town 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. Should the product fail such testing, the Town may require the Contractor to pay the Town for any expense incurred in testing.

10 MANNER OF PERFORMANCE

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.

11 MATERIAL QUALITY & BRAND NAMES

- 11.1 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.
- 11.2 Whenever proprietary names are specified, whether or not followed by the words "or equal" it shall be subject to equals as approved and may be accepted as "equal" by the Town, as it shall be the Town's prerogative to select which products/materials meeting specifications from the information furnished by the Contractor, to produce the best value to the Town.

12 GUARANTEE and WARRANTIES

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. Contractor certifies that it is legally able of offer,

technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Contractor certifies that its 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.

13 CONTRACT TIME

This Contract shall be completed and invoiced within 30 business days after issuance of a Notice to Proceed or purchase order. 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 repairs, 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. Should the Town not agree to the extension, liquidated damages shall begin to accrue as provided for herein. The Contractor shall document any delays it claims to be the result of unfavorable weather, and submit justification for same to the Town. Credit for the delay may be approved by the Town, in which case the Contract time may be extended.

14 LIQUIDATED DAMAGES

The Contractor shall pay to the Town, as liquidated damages for its failure to complete the repairs within the Contract Time at \$50.00 per day for each and every business 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 otherwise agreed upon. From that day, the number of business days as shown on the contractor's submitted bid form will be added, creating a firm end date].

15 PAYMENT

In keeping with Florida Statute 218.735, the Town shall pay Contractor within 20 days after the Town determines it has received complete and appropriately documented application for payment from Contractor. Application(s) for payment shall be submitted by Contractor to the Town's Finance Department, Attention: Accounts Payable, located at 535 Park Avenue, Lake Park, FL 33403. 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.

16 PAYMENTS TO CONTRACTOR AND COMPLETION

- 16.1 The Town may employ an independent third party to perform inspections and approve Contractor's applications for payments. If the Town does engage an agent on this project, the Town will communicate the specifics regarding the third party it has employed to the Contractor.
- 16.2 Town shall not be obligated to make final payment until all sidewalk repairs have been performed and accepted by the Town, and Contractor has passed a final inspection in accordance with the bid documents (Exhibit B). 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 third party agent shall issue a Certificate of Contract Completion.

17 PERMITS, TAXES, LICENSES

- 17.1 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.
- 17.2 The Contractor shall not be exempt from paying sales tax to its suppliers of the materials needed to fulfill the Contractor's responsibilities as set forth herein.

18. TERMINATION

- 18.1 The Town may terminate the Contract for convenience, or without cause upon providing contractor with at least 30 days prior written notice.
- 18.2 Should either party fail to perform any of its obligations under this contract for a period of 30 days after receipt of written notice of such failure, the non-defaulting party shall 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.

18.3 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 bidder, or that bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

19 CONFLICT OF INTEREST

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.

20 DRUG FREE WORKPLACE CERTIFICATION

In compliance with Florida Statute, Section 287.087, the 'Drug Free Workplace Certification' the Contractor shall, prior to the commencement of the repairs pursuant to this Contract, execute the form attached hereto as part of Exhibit B, and it shall thereafter be deemed to be included as part of this Contract.

21.

PUBLIC ENTITY CRIMES

In compliance with Florida Statute, Section 287.133 (2)(a), 'Public Entity Crimes' the Contractor shall, prior to the commencement of the repairs pursuant to this Contract, execute the form attached hereto as party of Exhibit B and it shall thereafter be deemed to be included as part of this Contract.

22. ANTI-KICKBACK AFFIDAVIT

The Contractor shall execute the anti-kickback affidavit attached hereto as part of Exhibit B prior to the commencement of the repairs, and thereafter it shall be deemed to be included as part of this Contract.

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

Prior to the commencement of the repairs, the Contractor shall execute a 'Certification of Non-Segregated Facilities' attached hereto as part of Exhibit B, and thereafter it shall be deemed to be included as part of this Contract

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The

Contractor shall 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 Town contracts in accordance with authorized procedures.

24. GOVERNING LAW/VENUE

This Contract shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Contract 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.

25. ATTORNEY FEES


If either party is required to initiate a legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

26. ENTIRE AGREEMENT

This Contract embodies the entire Contract 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 Contract 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 Contract as of the day and year last execute below.

ATTEST:

By: Vivian Mendez
Vivian Mendez, Town Clerk


TOWN OF LAKE PARK
By: Michael O'Rourke
Michael O'Rourke, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: Thomas J. Baird
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 21 day of September 2017 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Shaquita Edwards
Notary Public, State of Florida



WITNESSES:

By: [Signature]
[Signature]
Printed Name

[Signature]
[Signature]
Printed Name

Contractor:

By: [Signature]

Its: President, Flyg Scot Inc.

[Signature]
Printed

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 11 day of September 2017 by [Signature], as President of Flyg Scot Inc, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida

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EXHIBIT A
Repair List

EXHIBIT A

Sidewalk Repair Project 2016/2017

	Location	Width (in Feet)	Length of 4" (in Feet)	4" Thick (in feet)	4" Square Footage (in Feet)	4" Cubic Yards	Length of 6" (in Feet)	6" Thick (in Feet)	6" Square Footage (in Feet)	6" Cubic Yards	ADA mat / stamp	Expansion Joint	Roots	Condition Rating
1	415 Federal Hwy	5					10.67	0.5	53.35	0.99	no	no		5
2	415 Federal Hwy	5					4.67	0.5	23.35	0.43	no	no		5
3	501 Federal Hwy	5					5	0.5	25	0.46	no	no		5
4	501 Federal Hwy	5					10	0.5	50	0.93	no	no		5
5	501 Federal Hwy	5	21.33	0.33	106.65	1.30					no	no		5
6	804 Federal Hwy	5					9.33	0.5	46.65	0.86	no	yes		5
7	900 Federal Hwy	5					25	0.5	125	2.31	no	yes		5
8	811 Northern Dr.	5	14.67	0.33	73.35	0.90					no	no		5
9	855 Laurel Dr.	5	19.67	0.33	98.35	1.20					no	no		5
10	608 W. Kalmia Dr.	5	33.83	0.33	169.15	2.07					no	no		5
11	927 W. Kalmia Dr.	5					10.17	0.5	50.85	0.94	no	Yes		5
12	815 W. Kalmia Dr.	5					12	0.5	60	1.11	Yes	no		5
13	253 E. Kalmia Dr.	5	54.83	0.33	274.15	3.35					no	no		5
14	253 E. Kalmia Dr.	5	25	0.33	125	1.53					no	no		5
15	253 E. Kalmia Dr.	5	5	0.33	25	0.31					no	no		5
16	253 E. Kalmia Dr.	5	5	0.33	25	0.31					no	no		5
17	807 Green Briar Dr.	5	10.08	0.33	50.4	0.62					no	no		5
18	807 Green Briar Dr.	5					6.25	0.5	31.25	0.58	Yes	no		5
19	807 Green Briar Dr.	5					8	0.5	40	0.74	Yes	no		5
20	829 Seminole Blvd.	5	15.67	0.33	78.35	0.96					no	no		5
21	819 Seminole Blvd.	5	7.75	0.33	38.75	0.47					no	no		5
22	705 Ilex Dr.	5					8.5	0.5	42.5	0.79	Yes	no		5
23	912 Northern Dr.	5	40.67	0.33	203.35	2.49					no	no		5
24	104 5th Street	5	9.67	0.33	48.35	0.59					no	no		5

2 = Narrow crack / shallow spall; potential trip hazard
 3 = Cracks > 1/8" wide and /or deep spalls; 1/4" - 1/2" lip

4 = 1/2" - 3/4" lip or elevation drop; multiple cracks; trip hazards
 5 = > 3/4" lip; severely crushed; in need of " Immediate Repair "

EXHIBIT A

Sidewalk Repair Project 2016/2017

	Location	Width (in Feet)	Length of 4" (in Feet)	4" Thick (in feet)	4" Square Footage (in Feet)	4" Cubic Yards	Length of 6" (in Feet)	6" Thick (in Feet)	6" Square Footage (in Feet)	6" Cubic Yards	ADA mat/ stamp	Expansion Joint	Roots	Condition Rating
25	106 5th Street	5	20.17	0.33	100.85	1.23					no	no		5
26	106 5th Street	5	5	0.33	25	0.31					no	no		5
27	108 5th Street	5	10.67	0.33	53.35	0.65					no	no		5
28	421 6th Street	5	10.17	0.33	50.85	0.62					no	no		5
29	Green Briar Dr. @ Seminole Blvd.	5					6	0.5	30	0.56	Yes	no		5
30	Green Briar Dr. @ Seminole Blvd.	5					6.33	0.5	31.65	0.59	Yes	no		5
31	332 Bayberry Dr.	5					14.42	0.5	72.1	1.34	no	Yes		5
32	326 Bayberry Dr.	5					9.33	0.5	46.65	0.86	no	no		5
33	454 Bayberry Dr.	5	21.5	0.33	107.5	1.31					no	no		5
34	454 Bayberry Dr.	5	6.58	0.33	32.9	0.40					no	no		5
35	454 Bayberry Dr.	5	5.08	0.33	25.4	0.31					no	no		5
36	506 Bayberry Dr.	5	5.67	0.33	28.35	0.35					no	no		5
37	506 Bayberry Dr.	5					5.25	0.5	26.25	0.49	no	no		5
38	751 Bayberry Dr.	5					10.66				no	no		5
39	751 Bayberry Dr.	5					5	0.5	25	0.46	no	Yes		5
40	805 Bayberry Dr.	5					7.75				no	no		5
41	805 Bayberry Dr.	5					15	0.5	75	1.39	no	no		5
42	805 Bayberry Dr.	5					4.75	0.5	23.75	0.44	no	no		5
43	805 Bayberry Dr.	5	22.33	0.33	111.65	1.36					no	no		5
44	329 Cypress Dr	5	12.25	0.33	61.25	0.75					no	no		5
45	329 Cypress Dr	5	4.08	0.33	20.4	0.25					no	no		5
46	329 Cypress Dr	5	10	0.33	50	0.61					no	no		5
47	454 Cypress Dr.	5	26	0.33	130	1.59					no	no		5
48	454 Cypress Dr.	5	20.33	0.33	101.65	1.24					no	no		5
49	454 Cypress Dr.	5					22	0.5	110	2.04	Yes	no		5
50	1124 7th Street	5					10	0.5	50	0.93	no	Yes		5
51	1118 7th Street	5					10	0.5	50	0.93	no	no		5

2 = Narrow crack / shallow spall; potential trip hazard
 3 = Cracks > 1/8" wide and /or deep spalls; 1/4" - 1/2" lip

4 = 1/2" - 3/4" lip or elevation drop; multiple cracks; trip hazards
 5 = > 3/4" lip; severely crushed; in need of " Immediate Repair "

Sidewalk Repair Project 2016/2017

	Location	Width (in Feet)	Length of 4" (in feet)	4" Thick (in feet)	4" Square Footage (in Feet)	4" Cubic Yards	Length of 6" (in Feet)	6" Thick (in Feet)	6" Square Footage (in Feet)	6" Cubic Yards	ADA mat / stamp	Expansion Joint	Roots	Condition Rating
52	1118 7th Street	5					10	0.5	50	0.93	no	Yes		5
53	218 7th Street	5	4.83	0.33	24.15	0.30					no	no		5
54	218 7th Street	5					4.5	0.5	22.5	0.42	no	no		5
55	218 7th Street	5	10	0.33	50	0.61					no	no		5
56	233 7th Ct.	5					9	0.5	45	0.83	no	Yes		4
57	729 7th Ct.	5	4.33	0.33	21.65	0.26					no	no		5
58	729 7th Ct.	5	5.08	0.33	25.4	0.31					no	no		5
59	729 7th Ct.	5	26.17	0.33	130.85	1.60					no	no		5
60	550 Evergreen Dr.	5	8.83	0.33	44.15	0.54					no	no		5
61	550 Evergreen Dr.	5					7.33	0.5	36.65	0.68	Yes	no		5
62	739 Evergreen Dr.	5					7	0.5	35	0.65	no	no		5
63	754 Evergreen Dr.	5	5.33	0.33	26.65	0.33					no	no		5
64	538 Date Palm Dr.	5	20.5	0.33	102.5	1.25					no	no		5
65	320 4th Street	5	15	0.33	75	0.92					no	no		5
66	1121 2nd Street	5					12.16	0.5	60.8	1.13	Yes	no		5
67	1121 2nd Street	5					8	0.5	40	0.74	Yes	no		5
68	820 3rd Street	5	6.33	0.33	31.65	0.39					no	no		5
69	116 Foresteria Dr.	5	5	0.33	25	0.31					no	no		5
70	861 Hawthorne Dr.	5	5	0.33	25	0.31					no	no		5
71	861 Hawthorne Dr.	5					11.66	0.5	58.3	1.08	no	no		4
72	861 Hawthorne Dr.	5	5.5	0.33	27.5	0.34					no	no		4
73	1313 South Killian Dr.	4	10	0.33	40	0.49					no	no		5
74	1378 North Killian Dr.	5					30.67	0.5	153.35	2.84	no	Yes	yes	5
75	572 North Lake Blvd.	5	12.33	0.33	61.65	0.75					no	no		5
76	572 North Lake Blvd.	5	5.25	0.33	26.25	0.32					no	no		5
77	572 North Lake Blvd.	5	5	0.33	25	0.31					no	no		5
78	572 North Lake Blvd.	5	9.58	0.33	47.9	0.59					no	no		5
79	572 North Lake Blvd.	5	5.16	0.33	25.8	0.32					no	no		5

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EXHIBIT A

Sidewalk Repair Project 2016/2017

	Location	Width (in Feet)	Length of 4" (in Feet)	4" Thick (in feet)	4" Square Footage (in Feet)	4" Cubic Yards	Length of 6" (in Feet)	6" Thick (in Feet)	6" Square Footage (in Feet)	6" Cubic Yards	ADA mat/ stamp	Expansion Joint	Roots	Condition Rating
80	572 North Lake Blvd.	5	9.83	0.33	49.15	0.60					no	no		5
81	572 North Lake Blvd.	5	14.83	0.33	74.15	0.91					no	no		5
82	572 North Lake Blvd.	5	9.92	0.33	49.6	0.61					no	no		5

Total Linier Feet of 4" Side Walks 646.80
 Total Cubic Yards in 4" Side Walk 40.53
 Total Sq. Ft. of 4" Side Walk 3316.05

Total Linier Feet of 6" Side Walks 336.40
 Total Cubic Yards in 6" Side Walk 29.44
 Total Sq. Ft. of 6" Side Walk 1589.95

Total 4" Thick Side Walks 51
 Total 6" Thick Side Walks 31
 Total Locations 82

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 5 = > 3/4" lip; severely crushed; in need of " Immediate Repair "