



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, February 19, 2020,
Immediately Following the
Accessory Dwelling Unit Workshop,
Lake Park Town Hall
535 Park Avenue

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

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 PRESENTATIONS/REPORTS**

1. Proclamation – Alliance of Eating Disorders Awareness.

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. **January 25, 2020 Joint Town Commission and Planning & Zoning Board Workshop Minutes.** Tab 2
3. **February 5, 2020 Regular Commission Meeting Minutes.** Tab 3
4. **Resolution No. 24-02-20 Approving Submission of an Application Requesting Library Services and Technology Act (LSTA) Funding for Acquisition of Laptop Kiosks and Associated Laptops to be Used by Library Patrons and Provision of Required Assurances.** Tab 4
5. **Resolution No. 17-02-20 Authorizing and Directing the Town Manager to Proceed with Stormwater Pipe Repairs at 1600 Flagler Drive and 904 Jasmine Drive, Per the Terms and Conditions of the Town’s Contract with Hinterland Group, Inc.** Tab 5
6. **Resolution No. 18-02-20 Authorizing and Directing the Mayor to sign the Palm Beach County Supervisor of Elections Agreement for Vote Processing Equipment Use and Election Services for the General Election Scheduled for March 17, 2020.** Tab 6

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

G. PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:
None

H. NEW BUSINESS:

7. **Resolution No. 19-02-20 Authorizing the Mayor to Sign the Contract for Laserfiche Scanning, Indexing, and Conversion Services with MCCi, LLC.** Tab 7
8. **Resolution No. 20-02-20 Fiscal Year 2019/2020 Budget Amendment for the General Fund.** Tab 8
9. **Resolution No. 21-02-20 Authorizing and Directing the Town Manager to Expend Budgeted Funds to Acquire a Turf Mower for the Town’s Grounds Maintenance Division.** Tab 9
10. **Resolution No. 22-02-20 Fiscal Year 2019/2020 Budget Amendment for the General Fund.** Tab 10
11. **Resolution No. 23-02-20 Authorizing and Directing the Mayor to Execute the Service Agreement with Onsolve LLC for the Provision of CodeRED Internet-Based and Accessed Notification Services to the Town of Lake Park.** Tab 11

I. PUBLIC COMMENT:

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J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. REQUEST FOR FUTURE AGENDA ITEMS:

L. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on March 4, 2020

Proclamations

TAB 1

Vivian Mendez

From: Liz Motta <lmotta@allianceforeatingdisorders.com>
Sent: Thursday, December 19, 2019 1:04 PM
To: Liz Motta
Subject: The Alliance for Eating Disorders Awareness
Attachments: Proclamation Template 2020.docx

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Hello!

My name is Liz Motta and I am the Director of Education and Resources at The Alliance for Eating Disorders Awareness (The Alliance). I am also a Licensed Mental Health Counselor in the State of Florida.

The Alliance is a non-profit organization established in 2000 to provide programs and activities aimed at outreach, education, early intervention, and advocacy of all eating disorders. Founded in October 2000, The Alliance has worked tirelessly to educate and raise awareness of eating disorders, promote positive body image free from weight preoccupation and size prejudice, and prevent eating disorders. The Alliance offers educational presentations, cutting-edge information, and referrals for treatment, training, advocacy, support and mentoring services, and low cost treatment services for those who are under-insured or uninsured. Our aim is to share the message that recovery from these eating disorders is possible; and that individuals should not have to suffer or recover alone. In 2019 alone, The Alliance has educated and trained over 8,719 individuals on eating disorders and how to recognize the corresponding signs and symptoms.

I am writing to you in reference to Eating Disorders Awareness Week. Eating Disorders Awareness Week will be taking place both nationally and internationally on February 23, 2020 through February 29, 2020. As such, our aim is to bring awareness, education, and intervention to this rapidly growing epidemic. 30 million Americans will struggle with an eating disorder in their lifetime, with over 700,000 in the State of Florida alone, and proper awareness is not only necessary, but truly imperative.

We are humbly asking for your support in recognizing Eating Disorders by proclaiming the week of February 23, 2020 to February 29, 2020 as Eating Disorders Awareness Week. As you have done in the past, your participation this year would be greatly appreciated.

If you have any questions, please feel free to contact me at The Alliance office at 561.841.0900. For more information on The Alliance, please visit our website at www.allianceforeatingdisorders.com.

Attached you will find a sample proclamation that we have prepared for your use.

Thank you so very much for your consideration and everything you do for the eating disorders community.

Thank you,

Liz Motta, LMHC
Program Coordinator
The Alliance for Eating Disorders Awareness
1649 Forum Place, Ste. 2
West Palm Beach, FL 33401
561.841.0900 | 866.662.1235 | (F) 561.653.0043
Pronouns: She/Her ([what's this?](#))

Eating Disorder Awareness Week Proclamation

WHEREAS, eating disorders affect 30 million individuals in the United States during their lifetimes; with more than 700,000 individuals in the State of Florida alone; and

WHEREAS, eating disorders, including the specific disorders of anorexia nervosa, bulimia nervosa, binge eating disorder, avoidant/restrictive food intake disorder, and other specified feeding or eating disorders, are complex, biologically based illnesses; and

WHEREAS, eating disorders are associated with serious physical health consequences, including irregular heartbeats, heart disease and heart failure, kidney failure, osteoporosis, gastric rupture, tooth decay, obesity, gallbladder disease, diabetes, and death; and

WHEREAS, at least once every 62 minutes, someone dies due to their struggle with an eating disorder, and anorexia nervosa has one of the highest mortality rates among all psychiatric illnesses; and

WHEREAS, eating disorders know no boundaries with respect to genders, ages, races, ethnicities, body shapes and weights, sexual orientations, and socioeconomic statuses; and

WHEREAS, eating disorders have a high prevalence amongst active military services members and veterans; and

WHEREAS, with early detection and intervention, full recovery from an eating disorder is possible; and

WHEREAS, The Alliance for Eating Disorders Awareness, a 501(c)(3) non-profit organization, is the leading, national eating disorders organization, headquartered in the State of Florida, dedicated to providing programs and activities aimed at outreach, education, and early intervention for all eating disorders.

NOW THEREFORE, BE IT RESOLVED that the week of February 23, 2020 – February 29, 2020 is hereby designated as:

EATING DISORDERS AWARENESS WEEK

IN WITNESS THEREOF, I, **Michael O'Rourke, Mayor** of the Town of Lake Park, Florida, have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this **19th** day of **February, 2020**.

By: _____
Mayor Michael O'Rourke

Attest: _____
Town Clerk Vivian Mendez

Consent Agenda

TAB 2



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida

Joint Workshop

Town Commission and
Planning & Zoning Board

Northlake Promenade/Twin Cities Mall Site

Saturday, January 25, 2020, 10:00 A.M.

Commission Chamber, Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
Judith Thomas	—	Chair
Martin Schneider	—	Vice-Chair
Caleb Decius	—	Board Member
Larry Malanga	—	Board Member
Charlemagne Metayer	—	Board Member
Joseph Rice	—	Board Member
.....		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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- A. CALL TO ORDER/ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. SPECIAL PRESENTATION/REPORTS:

Workshop/Public Open House for the C-3/Northlake Promenade/Twin Cities Mall Area

D. TOWN COMMISSION COMMENTS, PLANNING & ZONING BOARD MEMBER COMMENTS

E. PUBLIC COMMENT:

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F. ADJOURNMENT:



**Minutes
Town of Lake Park, Florida
Joint Town Commission and
Planning & Zoning Workshop Minutes
Saturday, January 25, 2020, 10:00 AM
Town Commission Chamber, 535 Park Avenue**

The Town Commission and Planning & Zoning Board met for the purpose of a joint Workshop on Saturday, January 25, 2020 at 10:00 a.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners John Linden, Roger Michaud, Planning & Zoning Board Members Caleb Decius, Charlemagne Metayer, Joseph Rice, Vice-Chair Martin Schneider, Chair Judith Thomas, Town Manager John O. D'Agostino, and Town Clerk Vivian Mendez. Commissioner Erin Flaherty and Board Member Larry Malanga were absent.

Town Clerk Mendez performed the roll call and Mayor O'Rourke led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

Workshop/Public Open House for the Commercial-3 (C-3)/Northlake Promenade/Twin Cities Mall Area.

Mayor O'Rourke thanked everyone for attending. Community Development Director DiTommaso also thanked everyone for attended. She explained that this was the second workshop held to discuss this area. She introduced Mr. Jason King with Dover Kohl who gave a presentation (see Exhibit "A"). Mr. King provided key pads to those in attendance, which would capture responses to questions posed and show the results during the meeting. The Dover Kohl team discussed several low, medium, and high-density options for the site. Members of the audience were able to discuss each of the density options.

After the presentation, members of the public asked question, raised concerns, and discussed the impact of the project to the Town.

Mark Mullinax, Village of North Palm Beach Vice-Mayor, spoke of how the projects on US-1 (Nautilus 211 and Northlake Promenade) would tie together moving forward.

PUBLIC COMMENT:

James Sullivan, resident of Lake Park encouraged planting leaf trees, and not moving current planted trees. He explained that Palm Trees are not leaf trees.

Mayor O'Rourke read a comment from Dennis Rudolph, who was not in attendance; into the record (see Exhibit "B").

ADJOURNMENT

There being no further business to come before the Commission and Planning & Zoning Board, the meeting adjourned at 11:55 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Town Seal

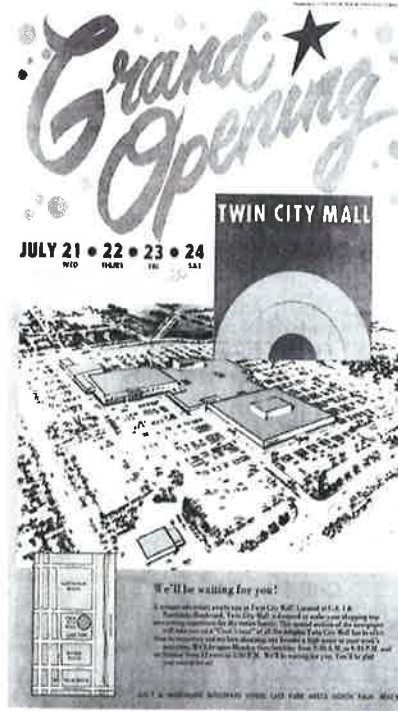
Approved on this _____ of _____, 2020

Exhibit "A"

CODE UPDATE: TWIN CITIES MALL

TOWN OF LAKE PARK

1/25/2020



PROJECT TEAM

Town of Lake Park

Dover, Kohl & Partners

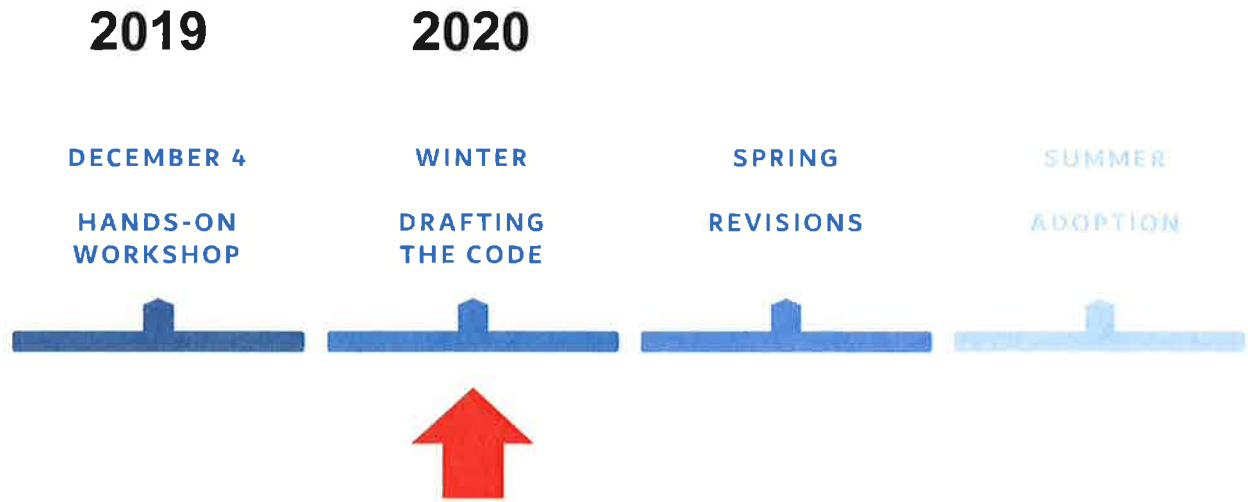
Town Planning & Consulting

Spikowski Planning
Associates

Florida Code and Planning Expertise



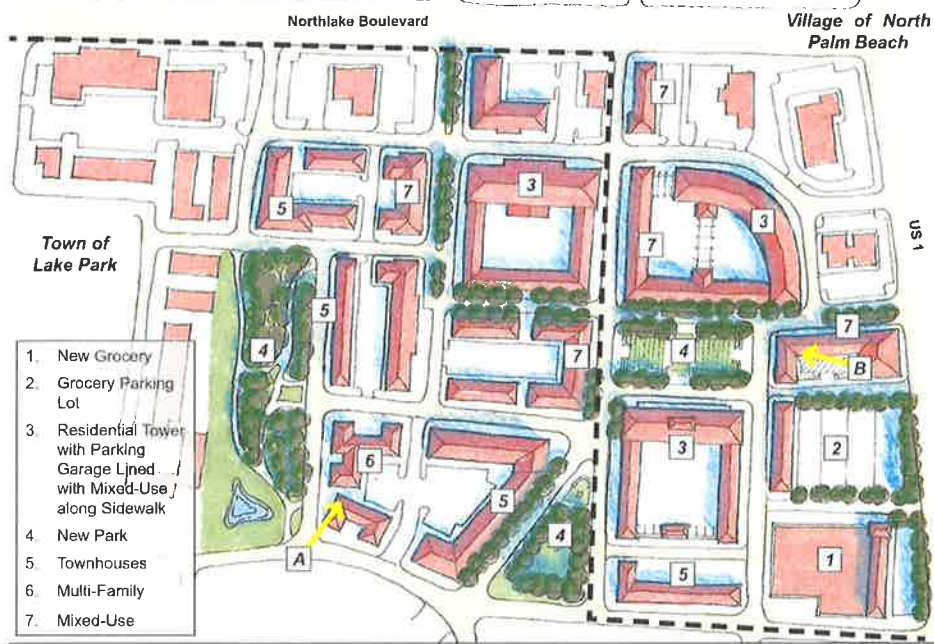
CODE UPDATE TIMELINE



FORMER MALL SITE

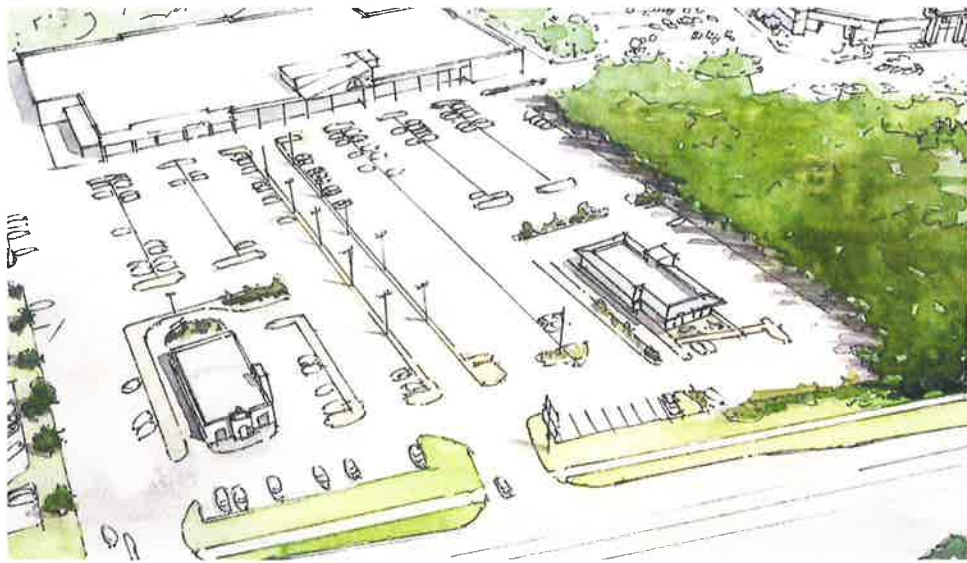


TREASURE COAST REGIONAL PLANNING COUNCIL PLAN

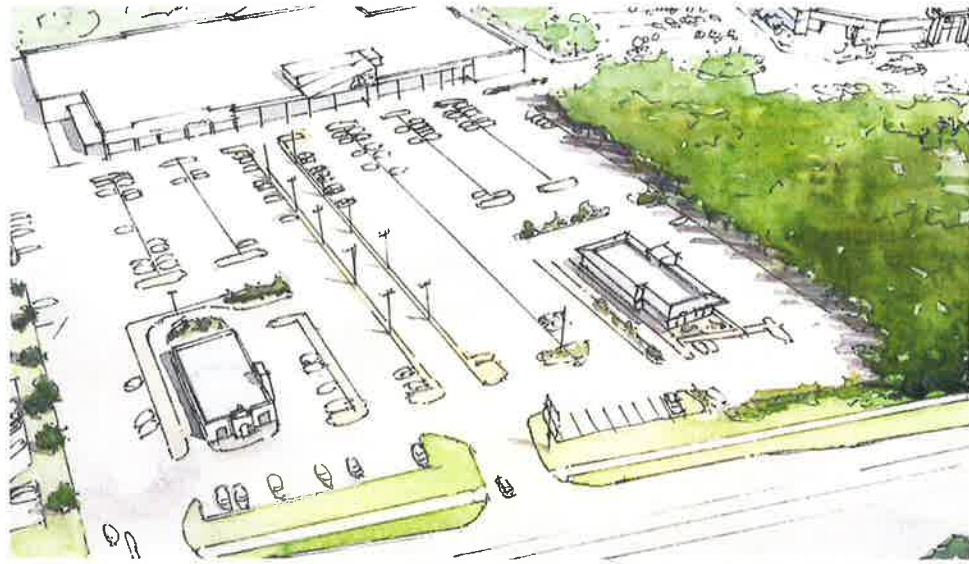


NORHLAKE 'PROMENADE VILLAGE SHOPPES









FOOD FOR THOUGHT

SAFE
COMFORTABLE
INTERESTING

SAFE
COMFORTABLE
INTERESTING



WHAT IS A COMPLETE STREET?

ACTIVE SIDEWALKS

Sidewalks should be smooth, wide, feet safe, and have appropriate transitions to the street, making them easy to walk or use a wheelchair on.

DEDICATED BIKE LANES

Simple pavement markings creating a dedicated bike lane make both motorist and bicycle movement more predictable, and therefore safer for both. They may increase the likelihood of casual riders using bicycles for transportation.

ACTIVE ROADWAY

One lane of car traffic going in each direction with a two-way left-turn lane (TWLTL) in the center would reduce the amount of car crashes on Government Street by providing turning vehicles a refuge from through traffic, while keeping through traffic moving more efficiently.

SAFE CROSSWALKS

Clearly marked crosswalks allow pedestrians and wheelchair users to cross streets safely while making sure cars know where to expect them.

PLANTING STRIP

Street trees and landscaping slow speeding traffic, improve the aesthetics of the roadway, provide shade, and create a buffer between cars and people, making a more inviting environment for pedestrians.

GREEN SPACES

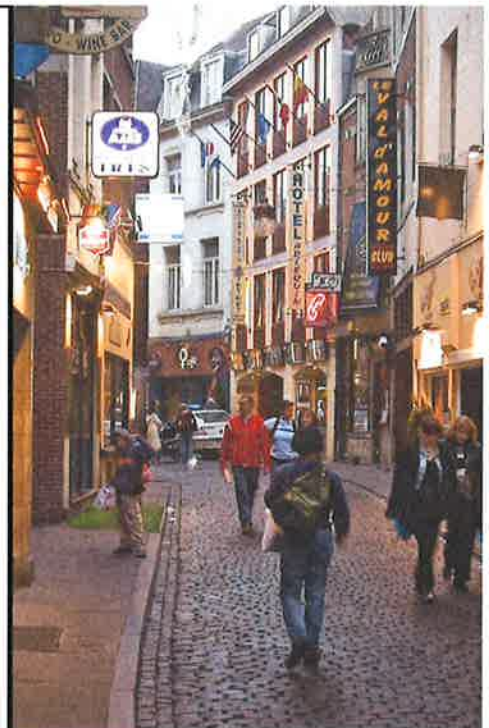
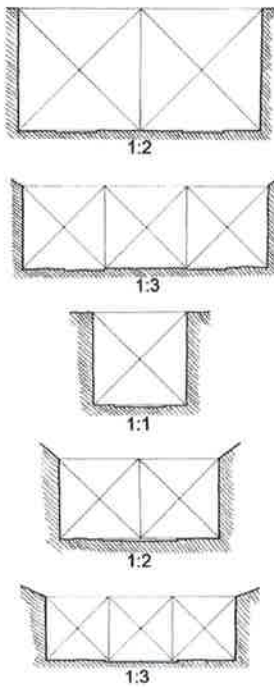
Parks and public green spaces create a destination, encouraging community interaction and providing a rest from the surrounding urban environment.

SAFE
COMFORTABLE
INTERESTING



THE PUBLIC REALM

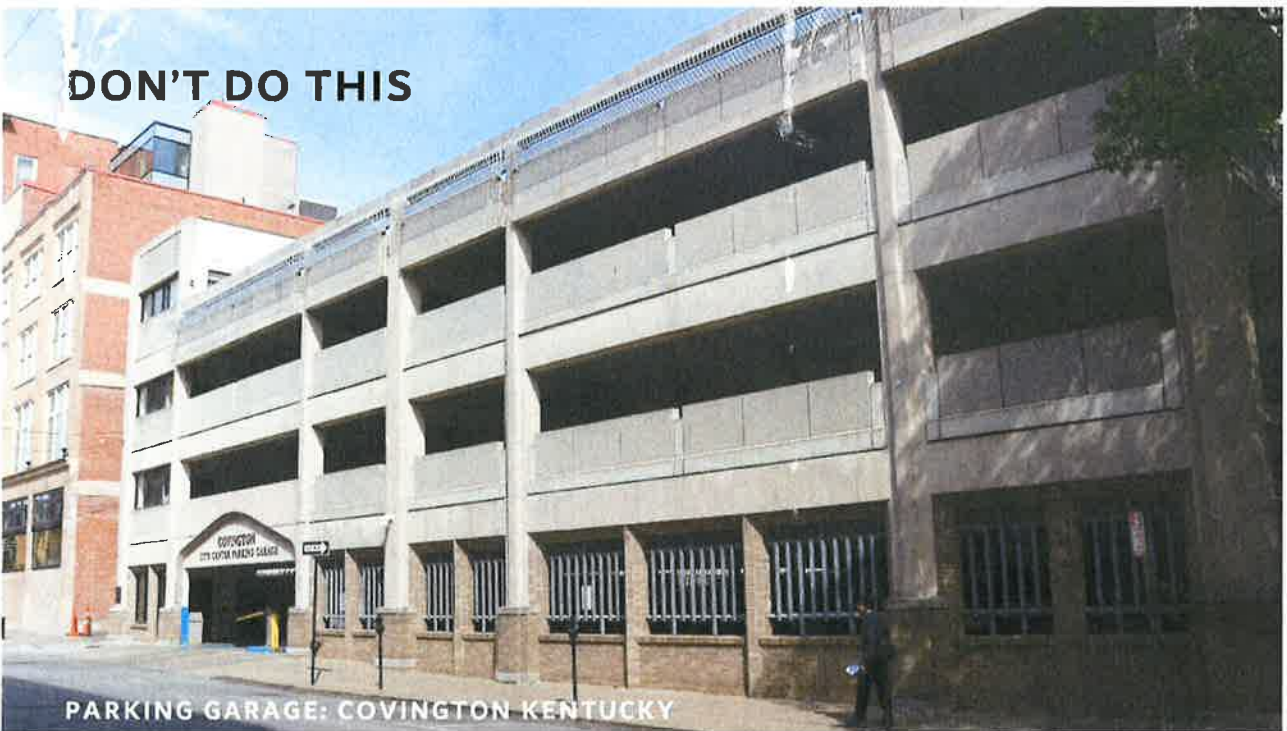






SAFE
COMFORTABLE
INTERESTING

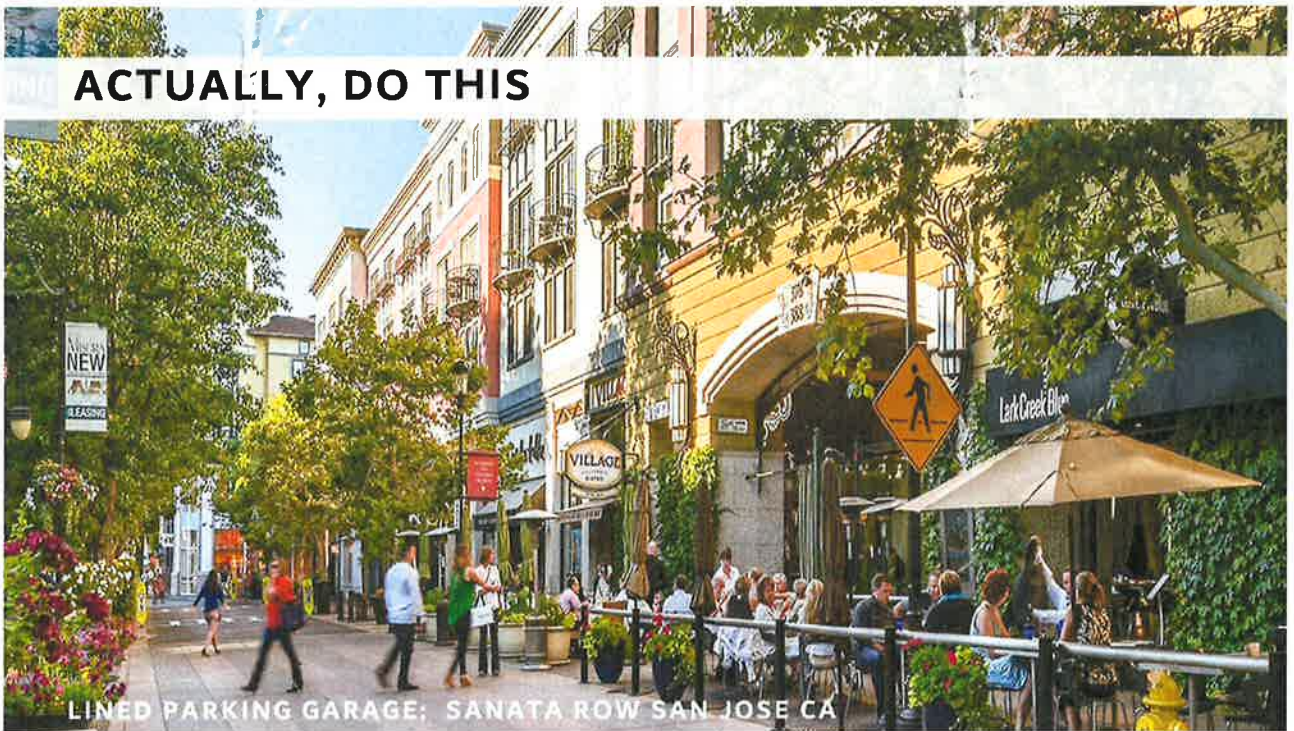




DO THIS



ACTUALLY, DO THIS





DORN AVENUE, SOUTH MIAMI 1990S



DORN AVENUE, SOUTH MIAMI



GLENWOOD PARK, ATLANTA, GA



GLENWOOD PARK



WHEELER DISTRICT, OKLAHOMA CITY

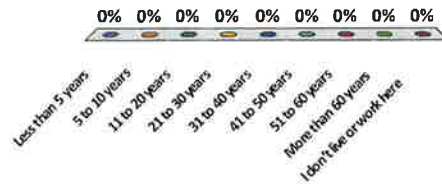


KEYPAD POLLING



HOW LONG HAVE YOU LIVED OR WORKED IN LAKE PARK?

- A. Less than 5 years
- B. 5 to 10 years
- C. 11 to 20 years
- D. 21 to 30 years
- E. 31 to 40 years
- F. 41 to 50 years
- G. 51 to 60 years
- H. More than 60 years
- I. I don't live or work here



8

DID YOU PARTICIPATE IN THE HANDS-ON SESSION?

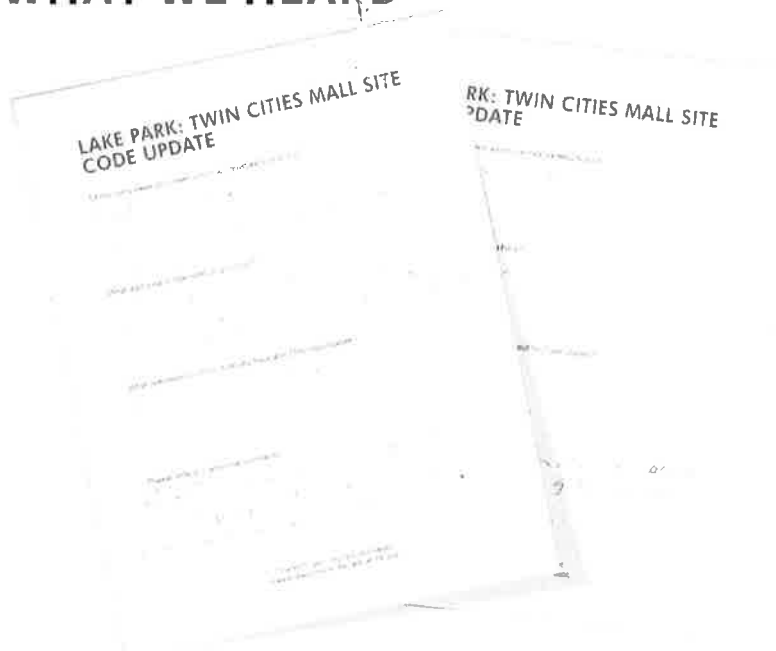
- A. Yes
- B. No



8

THE EXERCISE

WHAT WE HEARD



National report on a similar subject is 1 add green space
Concepting the public
into multiple stories

Value as commercial
Not just program by the
Small development practice

How size and access matters
... ..
... ..

What add line's gestures do you have?

Of the many used, discussed, which are most exciting to you?

WHAT WE HEARD



WHAT WE HEARD

One Word Card

<p>ONE WORD that comes to mind about TWIN CITIES MALL:</p> <p>NOW: _____</p> <p>IN THE FUTURE:</p> <p>_____</p> <p><i>(in my vision)</i></p>
--

LEVELS OF INVESTMENT

LEVEL OF INVESTMENT: LOW



Mueller, Austin, Texas
Commuter Rail
(Heavy Rail, like MetroRail)

- Uses
- Government Centers
 - Restaurants
 - Cafes
 - Banks
 - Detached Houses
 - Apartments
 - Corporate Offices
 - Luxury Residential
 - Regional Shopping
 - Workplaces
 - Multimodal Streets
 - Street Trees
 - Amphitheater
 - Daycare

LEVEL OF INVESTMENT: LOW



LEVEL OF INVESTMENT: LOW



LEVEL OF INVESTMENT: MEDIUM



City Place, West Palm Beach
Tri-Rail & Rubber Tire
Trolleys

- Offices
- Government Buildings
- Restaurants
- Cafes
- Banks
- Detached Houses
- Apartments
- Corporate Offices
- Luxury Residential
- Regional Shopping
- Workplaces
- Multinodal Streets
- Street Trees
- Cinema
- Amphitheater
- Daycare
- Parking Garage

LEVEL OF INVESTMENT: MEDIUM



Unit Counts
New Housing Units: 691
Leasable SF: 452,691 SF

LEVEL OF INVESTMENT: MEDIUM



LEVEL OF INVESTMENT: HIGH



Downtown Kendall, Miami Metrorail + Tri-Rail

Uses

- Government Centers
- Pharmacies
- Restaurants
- Banks
- University or College
- Detached Houses
- Apartments
- Corporate Offices
- Luxury Residential
- Regional Shopping
- Workplaces
- Multimodal Streets
- Trails & Street Trees
- Streetcars
- Cafes
- Gym
- Performing Arts
- Centers
- Cinemas
- Hair Salons
- Bakery
- Bars
- Breweries
- Dry Cleaning
- Non-profit Headquarters
- Professional Offices
- Medical Offices
- Children's Recreation
- Parking Garage

LEVEL OF INVESTMENT: HIGH



LEVEL OF INVESTMENT: HIGH



WHICH DO YOU PREFER?

A.



Unit Counts
 New Housing Units: 439
 Leasable SF: 212,491 SF

B.

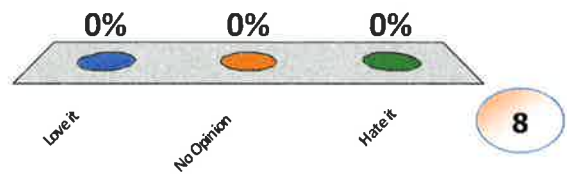


Unit Counts
 New Housing Units: 691
 Leasable SF: 452,691 SF

C.



Unit Counts
 New Housing Units: 1,136
 Leasable SF: 515,320 SF



CODE UPDATE: TWIN CITIES MALL

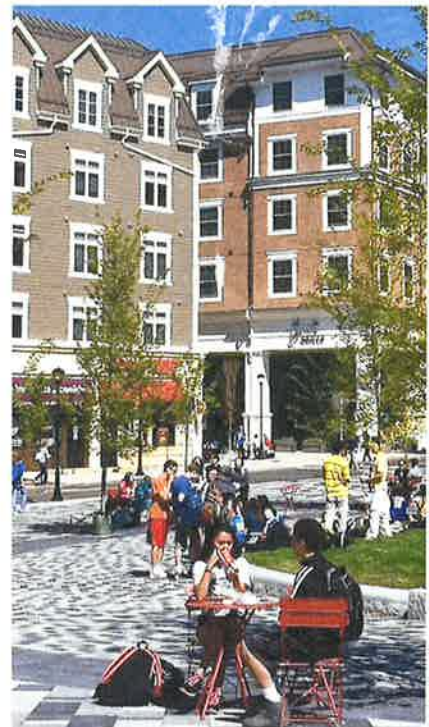
TOWN OF LAKE PARK

12/04/2019

Grand Opening ★
TWIN CITY MALL
 JULY 21 • 22 • 23 • 24
 MID THURS FRI SAT

We'll be waiting for you!

A vision previously established by Twin City Mall Limited at 1.0. A "Grand Opening" for Twin City Mall is planned to make your shopping the exciting experience for the entire family. This special event at the new mall will feature a "Grand Opening" of all the exciting Twin City Mall has to offer. There is something and you have something too. Between a high priced, in-store quality guarantee, we'll be sure. Monday through Thursday 9:00 A.M. to 9:00 P.M. and weekends 10:00 A.M. to 8:00 P.M. We'll be waiting for you. You'll be glad you visited for us.



LEVEL OF INVESTMENT: LOW



AERIAL RENDERING



STREET-LEVEL RENDERING

FEATURES

- "Main Street" environment with some ground floor retail and office
- Serves local residents primarily but can be a destination for people aware of the place
- Some needs (like shopping) can be met

HEIGHT

2 to 5 stories

HOUSING

Single family attached or detached housing with multi-family housing units

JOBS & EDUCATION

Some local jobs, primarily in the service sector

GROCERIES

Major grocery store, with convenience type markets

SHOPPING, RESTAURANTS, AND ENTERTAINMENT

Chain style restaurants and retail with some local boutiques and cafes

OPEN SPACES

- Green spaces with a variety of uses but fewer events, small plazas, and parking lots
- Connecting network of trails for bike and pedestrian commuters

VOTE FOR THIS OPTION

(Place ONE dot here if this is your preferred option)

LEVEL OF INVESTMENT: MEDIUM



AERIAL RENDERING



STREET-LEVEL RENDERING

FEATURES

- Vibrant mix of retail, office, and residential uses and a higher percentage of residential
- Serves local residents and those from the surrounding area
- Many daily needs (work, shopping, recreation) can be met within the area

HEIGHT

Usually 4 to 6 stories with tallest buildings near main street

HOUSING

- Multi-family housing with ground floor retail or office
- Attached single-family homes further from the center

JOB & EDUCATION

Local employment center with short commutes for employees

GROCERIES

Grocery store, and convenience style stores

SHOPPING, RESTAURANTS, AND ENTERTAINMENT

- A large number and variety of sidewalk cafes, restaurants, and bars including a mix of local and national brands
- Local shopping destination with local stores and some national brands

OPEN SPACES

- Public parks and squares with regularly held events
- Connecting network of trails for bike and pedestrian commuters

VOTE FOR THIS OPTION

(Place ONE dot here if this is your preferred option)

LEVEL OF INVESTMENT: HIGH



AERIAL RENDERING



STREET-LEVEL RENDERING

FEATURES

- High level of pedestrian activity and economic vitality
- Wide mix of uses in a compact format
- Most daily needs like work, shopping, and recreation are offered just a short walk away

HEIGHT

Usually 8 to 25 stories; tallest near center

HOUSING

Multi-family housing with ground floor retail or office

JOBS & EDUCATION

- Regional employment center attracting employees from the greater area with short commutes
- Job incubators and less expensive spaces for rent

SHOPPING, RESTAURANTS, AND ENTERTAINMENT

- Grocery store and pharmacies
- Shopping destination with national chains and brands as well as local shops
- A large number and variety of sidewalk cafes, restaurants, and bars including a mix of local and national brands
- Movie theater

OPEN SPACES

- High quality public parks and squares with regularly held events
- Connecting network of trails for bike and pedestrian commuters

VOTE FOR THIS OPTION

(Place ONE dot here if this is your preferred option)



USES PREFERENCE


WHAT IS APPROPRIATE FOR THE TWIN CITY MALL SITE?

Place FOUR **green** dots next to the images you believe are appropriate for the Twin City Mall site.

Place ONE **red** dot next to the image that is most inappropriate for the Twin City Mall site.

Add a post-it note with comments if you like.

 More of this

 Not so much



Playground



High rise buildings (up to 20 stories)



Mixed use



Complete streets



Day care



Mid rise buildings (4-7 stories)



Bike facilities



Grocery store



Plazas



Row Houses



Transit stops



Parking Garage



Amphitheater



Shops and restaurants



Other Ideas



No Change

Exhibit "B"

From: Dennis Rudolph R. DRRudolph@pbcgov.org
Subject: Lake Park
Date: Jan 24, 2020 at 8:29:28 AM
To: CRA CRA@lakeparkflorida.gov

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Good Morning,

I am a local resident of Lake Park and live off of Redwood Dr.

I've been following for a few years with the revitalize plan that is moving forward. The Nautilus project at the marina, Park Ave improvements and the old Twin City location. I would like to add my input and opinion for the Twin City location.

I am for the vision that is being drafted for the location Twin City location. I read the 3 options that were discussed in the agenda packet and I would like to suggest the high-investment approach. I do like the medium-investment approach as well but I do think that Lake Park as a whole could not only profit better from annual taxes, but give the town the appeal that it really needs. The Nautilus project is a great step forward and the Town City location with the High-Investment would be that extra push to make Lake Park a GEM again. With those 2 major projects in full swing, the last big move would be a full revamp of Park Ave. I know there has been small strides and talk about a small civic center area, new businesses, train station and more. With all 3 locations, meeting the demands of modern society living and all within reasonable walking/biking distance from each other is such an advantage.

The grand vision I see is the locations host live entertainment on a bigger scale like Clematis or Rosemary square Weekends, holidays and special events. Have a vocal location either Twin City, Park Ave, Nautilus or all 3 to host as a hub. Bring the community together and make Lake Park living and breathing with entertainment.

Anyhow, the town is doing great work pushing forward and making the necessary changes. Thank you for helping the community and looking forward to enjoy the amenities years to come.

Warm Regards,
Dennis

HIPAA NOTE: This email conforms to the rules and regulations of the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY

ACT (HIPAA). This email may contain HIPAA protected health information, which may include, but is not limited to, patient name, address, billing information, examination or treatment information, or other personal identifiers. All such information must remain confidential, and may only be viewed and utilized by those legally authorized. If such message is received in error, please notify the sender and delete the original. Any other use is strictly prohibited.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/25/2020

Cards must be submitted before the item is discussed!!

***Three (3) minute limitation on all comments

Name: Dennis Rudolph

Address: 580 Redwood Dr

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:

I AM FOR THE VISION OF THE TWIN CITY. I SUGGEST THE HIGH-INVESTMENT APPROACH - THE NAUTILUS PROJECT IS A GREAT STEP FORWARD FOR THE TOWN

I would like to make comments on the following Non-Agenda Item(s):

ANYHOW THE TOWN IS DOING GREAT WORK PUSHING FORWARD AND MAKING THE NECESSARY CHANGES

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 01/25/2020

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: JAMES GULLIVAN
Address: 348 FLAGLER BLVD, LP

If you are interested in receiving Town information through Email, please
provide your E-mail address: 1R1889@CHEER.FUL.COM

I would like to make comments on the following Agenda Item:
Need for trees in area under discussion

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

MEETING DATE: 1/25/20

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Wendi Green
Address: 340 Australian Cir

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item:
Traffic increase, control for neighborhood
High rise building too high
What is the expected # of residency increase?

I would like to make comments on the following Non-Agenda Item(s):

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2020 **Agenda Item No.** Tab 3

Agenda Title: Regular Commission Meeting Minutes of February 5, 2020.

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

Approved by ^{ACTING} *Town Manager* *Paul W. Hill, Sr.* **Date:** *2/12/2020*

Vivian Mendez, MMC, Town Clerk

 Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Agenda Minutes Exhibits "A-B"
Advertised: 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. Please initial one.

Recommended Motion: To approve the February 5, 2020 Regular Commission Meeting Minutes.



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, February 5, 2020,
Immediately Following the
Special Call
Community Redevelopment Agency
Board Meeting
Lake Park Town Hall
535 Park Avenue

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
.....		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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 PRESENTATIONS/REPORTS
 - 1. Swearing In Mayor O'Rourke Ceremony

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. January 29, 2020 Regular Commission Meeting Minutes

Tab 2

F. **PUBLIC HEARING - QUASI-JUDICIAL – RESOLUTION:**

*****OPEN PUBLIC HEARING*****

3. Resolution No. 14-02-20 Approving a Special Exception Use and Site Plan for a Prescribed Pediatric Extended Care Facility Known as the Tender Care Center.

Tab 3

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE AND SITE PLAN FOR A PRESCRIBED PEDIATRIC EXTENDED CARE FACILITY KNOWN AS THE TENDER CARE CENTER; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

4. Ordinance No. 01-2020 Amending Article V of Chapter 78 to Create New Supplementary Regulations Pertaining to the Implementation of Security Measures for Certain Businesses.

Tab 4

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE V OF CHAPTER 78 OF THE TOWN CODE TO CREATE NEW SUPPLEMENTARY REGULATIONS AT SECTION 78-154 PERTAINING TO THE IMPLEMENTATION OF SECURITY MEASURES FOR CERTAIN TYPES OF BUSINESSES; PROVIDING FOR PENALTIES FOR THOSE BUSINESSES WHICH FAIL TO COMPLY WITH THE PROVISIONS CONTAINED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Ordinance No. 02-2020 Updating the Capital Improvement Element of its Comprehensive Plan.

Tab 5

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT

OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

******* CLOSE PUBLIC HEARING*******

I. NEW BUSINESS:

6. Resolution No. 15-02-20 Fiscal Year 2019/2020 Budget Amendment for the General Fund. Tab 6

7. Authorization by the Commission to the Town Manager to Proceed with Accepting the Traffic Engineering Proposal from the Firm of O'Rourke Engineering and Planning, for the Provision of Professional Traffic Engineering Services Associated with the Analysis of Town Speed Limits and Traffic Calming Policy Development. Tab 7

8. Mural Ordinance Discussion. Tab 8

J. 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.

K. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

L. REQUEST FOR FUTURE AGENDA ITEMS:

M. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on February 19, 2020



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting Minutes
Wednesday, February 5, 2020, 7:55 PM
Town Commission Chamber, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, February 5, 2020 at 7:55 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners John Linden, and Roger Michaud, Town Manager John O. D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Commissioner Erin Flaherty was absent.

Town Clerk Mendez performed the roll call and Mayor O'Rourke led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

1. Swearing In Mayor O'Rourke Ceremony.

Town Clerk Mendez swore in Mayor Michael O'Rourke. Mayor O'Rourke thanked everyone for allowing him to serve another term. He expressed how much he loves the Town.

PUBLIC COMMENT:

None

CONSENT AGENDA:

2. January 29, 2020 Regular Commission Meeting Minutes.

Motion: Commissioner Linden moved to approve the consent agenda; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

PUBLIC HEARING – QUASI-JUDICIAL – RESOLUTION:

3. Resolution No. 14-02-20 Approving a Special Exception Use and Site Plan for a Prescribed Pediatric Extended Care Facility Known as the Tender Care Center.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE AND SITE

PLAN FOR A PRESCRIBED PEDIATRIC EXTENDED CARE FACILITY KNOWN AS THE TENDER CARE CENTER; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor O’Rourke opened the Public Hearing. The Commission Declared Ex-Parte Communication as follows:

- Commissioner Linden had no ex-parte communication to declare.
- Commissioner Michaud had no ex-parte communication to declare.
- Vice-Mayor Glas-Castro had no ex-parte communication to declare.
- Mayor O’Rourke had no ex-parte communication to declare.

Attorney Baird swore-in all witnesses.

Planner Karen Golonka presented to the Commission (see Exhibit “A”). The Commission asked questions regarding the children’s drop off area, traffic flow, and the fenced enclosed playground area. Vice-Mayor Glas-Castro asked why it was defined as a medical clinic versus a Daycare. Planner Golonka explained that it was not licensed as a Daycare. The State has licensed it as a prescribed pediatric extended care facility, which relates to the level of care. The applicant played a video, which explained the Tender Care Center Inc. program. Vice-Mayor Glas-Castro asked what the maximum number of clients was. Mr. Michael Mazzuco, Vice-President of Tender Care Inc. explained that they have a maximum of 82 clients with 48 employees. Discussion ensued with the applicant regarding the type of care they provide, why they chose Lake Park, and their affiliations with other organizations.

Motion: Commissioner Linden moved to approve Resolution No. 14-02-20; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

PUBLIC HEARING – ORDINANCE ON SECOND READING:

4. Ordinance No. 01-2020 Amending Article V of Chapter 78 to Create New Supplementary Regulations Pertaining to the Implementation of Security Measures for Certain Businesses.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE V OF CHAPTER 78 OF THE TOWN CODE TO CREATE NEW SUPPLEMENTARY REGULATIONS AT SECTION 78-154 PERTAINING TO THE IMPLEMENTATION OF SECURITY

MEASURES FOR CERTAIN TYPES OF BUSINESSES; PROVIDING FOR PENALTIES FOR THOSE BUSINESSES WHICH FAIL TO COMPLY WITH THE PROVISIONS CONTAINED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: Commissioner Michaud moved to approve Ordinance No 01-2020 on second reading; Commissioner Linden seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

Attorney Baird read Ordinance No. 01-2020 by title.

5. Ordinance No. 02-2020 Updating the Capital Improvement Element of its Comprehensive Plan.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, UPDATING THE CAPITAL IMPROVEMENTS ELEMENT OF ITS COMPREHENSIVE PLAN; PROVIDING FOR AN UPDATED FIVE YEAR CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR THE UPDATE TO THE TEXT OF THE CAPITAL IMPROVEMENTS SCHEDULE SO AS TO BE CONSISTENT WITH THE NEW SCHEDULE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: Commissioner Linden moved to approve Ordinance No 02-2020 on second reading; Commissioner Michaud seconded the motion.

Vote on Motion:

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

Motion passed 4-0.

Attorney Baird read Ordinance No. 02-2020 by title.

NEW BUSINESS:

6. Resolution No. 15-02-20 Fiscal Year 2019/2020 Budget Amendment for the General Fund.

Town Manager D'Agostino explained the item.

Motion: Vice-Mayor Glas-Castro moved to approve the Resolution No. 15-02-20; Commissioner Linden seconded the motion

Vote on Motion:

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

Motion passed 4-0.

7. Authorization by the Commission to the Town Manager to Proceed with Accepting the Traffic Engineering Proposal from the Firm of O'Rourke Engineering and Planning, for the Provision of Professional Traffic Engineering Services Associated with the Analysis of Town Speed Limits and Traffic Calming Policy Development.

Motion: Commissioner Michaud moved to approve the Authorizing the Town Manager to proceed with accepting the Traffic Engineering Proposal from the firm of O'Rourke Engineering and Planning; Commissioner Linden seconded the motion

Vote on Motion:

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

Motion passed 4-0.

8. Mural Ordinance Discussion.

Commissioner Linden has reviewed this Ordinance from a business perspective and felt it was a burden on businesses. He suggested the following changes: reducing the cost of \$250.00 per year to maintain the mural down to \$100.00; reduce the deposit of \$1,500.00 to \$500.00; reducing the permit fee from \$250.00 to \$100.00; reduce the re-design fee from \$100.00 to \$50.00; if a property owner has more than one property that they want to place a mural on, does the property owner pay \$1,500.00 per parcel or are they lumped together as one fee.

Town Manager D'Agostino explained how the fees were established and how public funds were expensed. He explained that for a property that has multiple walls, the property owner pays \$1,500.00, not \$1,500.00 per wall. Community Development Director DiTommaso agreed with the explanation. She explained that the Town's mural Ordinance was mirrored based on other municipal mural Ordinances. Vice-Mayor Glas-Castro would like to see the comparison of other municipality's fees. Mayor O'Rourke felt it was not necessary to revisit the Ordinance. Commissioner Michaud asked if there were issues with the current Ordinance. Commissioner Linden explained how he viewed the Ordinance and was suggesting the changes stated earlier. Commissioner Michaud asked that the information that was provided to the Commission when the item was first introduced be shared with Commissioner Linden. Mayor O'Rourke explained the mural process. Town Manager D'Agostino stated that he would provide the information to the Commission.

PUBLIC COMMENT:

James Sullivan expressed the importance of planting leaf Trees in Town. Commissioner Linden suggested that he apply to be a member of the Tree Board.

FUTURE AGENDA SUGGESTIONS:

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager D'Agostino provided his comments (see Exhibit "B"). The Commission agreed to support the request from the City of Palm Beach Gardens for a letter of support for the Palm Beach North Athletics Foundation to build an indoor sports complex on the new North County District Park. The Commission supported the request for a proclamation from Palm Beach County Guardian ad Litem Program. He explained a meeting scheduled with the Florida Department of Transportation (FDOT) regarding the outfall pipe along Lake Shore Drive. He discussed a Mobility Fee Resolution that would be forthcoming.

Commissioner Linden asked if it would be possible that the Town not pay the Palm Beach County Mobility Fee and instead those funds remain with the Town. Town Attorney Baird explained that the Town does not pay impact fees, developers do. He stated that it was more complicated to answer his questions at this meeting. He explained that it involves the Charter Authority of Palm Beach County and the laws between Charter Counties and municipalities. He stated that he read the City of Palm Beach Gardens dissertation, and agrees with some of it, but has questions regarding some language in it. Vice-Mayor Glas-Castro stated that the Town would need to conduct a study and establish a mobility fee. She stated that the City of Palm Beach Gardens hired a specialist. Town Manager D'Agostino explained that the Town does not have staff to move forward with this effort and would need to hire a professional.

Commissioner Linden asked for an update on the 10th Street traffic issues. Town Manager D'Agostino explained that staff was designing a rotary plan for the right-of-way.

Commissioner Michaud announced that the Lake Park Kiwanis Club collaborated with Lake Park Elementary School and assisted with their own version of the Kiwanis Club.

Commissioner Flaherty was absent.

Vice-Mayor Glas-Castro suggested that the Town share the traffic study and other efforts already conducted with O'Rourke Engineering & Planning as well as the Town's suggestions.

Mayor O'Rourke announced the Safe Streets Summit taking place Thursday and Friday. He announced the Palm Beach County Legislative Action Days in Tallahassee.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Michaud and seconded by Vice-Mayor Glas-Castro, and by unanimous vote, the meeting adjourned at 9:27 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Town Seal

Approved on this _____ of _____, 2020



Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 5, 2020

Agenda Item No. Tab 3

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE AND SITE PLAN FOR A PRESCRIBED PEDIATRIC EXTENDED CARE FACILITY KNOWN AS THE TENDER CARE CENTER; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.

- Special presentation/reports, Board appointment, Public hearing ordinance on reading, New business, Other: Resolution - Quasi Judicial Public Hearing (checked)

Approved by Town Manager [Signature] Date: 1-29-2020

Nadia Di Tommaso/Community Development Director (will be presented by Karen Golonka, Planner) [Signature]

Table with 3 columns: Originating Department (Community Development), Costs (Legal Review, Consultant Review, Certified Mail, Funding Source: Applicant Escrow Acct. # 5335 - Tender Care Center), Attachments (Resolution 14-02-20, Staff Report, Applicant Submittal, Legal Ad, Certified letter), Advertised (Date: 12/27/19, Paper: Palm Beach Post), and Notification (Yes I have notified everyone KJG).

Summary Explanation/Background:

Tender Care Centers Inc. is requesting Special Exception approval, under the medical clinic category of the C-1 Business District, Town Code Section 78-71 (2) (d), to open a prescribed pediatric extended care facility (outpatient pediatric rehabilitation facility) at 1015 10th Street.

The Tender Care Center will operate as a “skilled nursing service for the profoundly medically fragile, medically complex, and technologically dependent pediatric population”. At the center the children will receive physical, occupational, speech, behavior, and respiratory therapy. The center will be licensed by Florida’s Agency for Healthcare Administration (AHCA) as a prescribed pediatric extended care facility, with strict operational guidelines. Tender Care is a well-established company, and currently operates five centers in Florida.

The applicant has indicated that the facility anticipates to average 20 patients/day in year one, and 30 patients/day in year two. It is expected to generate approximately 43 full time employees, with 4-5 part-time contractual employees (therapists).

Tender Care will be purchasing the building at 1015 10th Street, from National Land Corporation. The building was constructed in 1983 and has been used as a bank and offices. Currently it is predominantly vacant and has been underutilized for years. Tender Care Centers Inc. proposes to utilize the existing structure and upgrade the site exterior.

Aerial View of Site :

1015 10th St.

The site is bordered by apartments to the east and north, which are non-conforming uses, and commercial businesses to the south and west.



The applicant has requested an administrative waiver from the requirement to provide a loading zone given their enclosed justification explaining that the operation does not necessitate one. The administrative waiver is enabled pursuant to Town Code Section 78-143 (o) (1) (a). **Staff supports the waiver and the approval of this waiver is reflected as condition of approval 2 in the enclosed Resolution.**

Planning and Zoning Board Recommendation

The Planning and Zoning Board held a Public Hearing on the requested Special Exception on January 6, 2020. Listed below are the main discussion points raised by Planning and Zoning Board, along with Staff and Applicant responses:

- ***Would there be sufficient parking if enrollment increased and there were more employees?*** Staff indicated that while currently as proposed, the site meets the parking requirements, that the Town must sign off on the state license and any changes (if changes occur in the future). Therefore, we would be aware of an increase, and would review for any impacts. The operator indicated that if additional parking is needed for the operation, they would need to address this as well since an overflow lot is not available.
- ***Is there sufficient security?*** Staff indicated that by Code there are certain requirements, and we have included the recommendations of the Sheriff's Department regarding CPTED. (Crime Prevention through Environmental Design). Additionally the vice-president of the company indicated he has previously been in the security business and it is a priority for him and explained the integration of cameras, door locks and alarms.
- ***Would noise from the playground disturb adjacent apartment dwellers?*** The applicant indicated that the playground would not be used throughout the day even when used, it will be fenced and the noise will be limited.
- ***There was also discussion between the different licensing required for day cares and this facility.*** The applicant explained how it is highly regulated by the state. (This is also described in the applicant narrative).
- ***Condition of existing rosewood trees?*** Applicant's landscape architect must certify that all landscaping is in accordance with the approved plans (this is also a condition of approval on the Resolution). In addition, the landscape architect will further review the planting selections pursuant to their existing conditions and final installations during the permitting stage as well.

The Board unanimously recommended **approval with the conditions**, which have been incorporated into the enclosed Resolution.

RECOMMENDED MOTION: I MOVE TO APPROVE RESOLUTION 14-02-20 for the Tender Care Center Inc. Special Exception to be located at 1015 10th Street.

Tender Care Centers, Inc.
 1015 10th St., Lake Park, Florida 33403



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

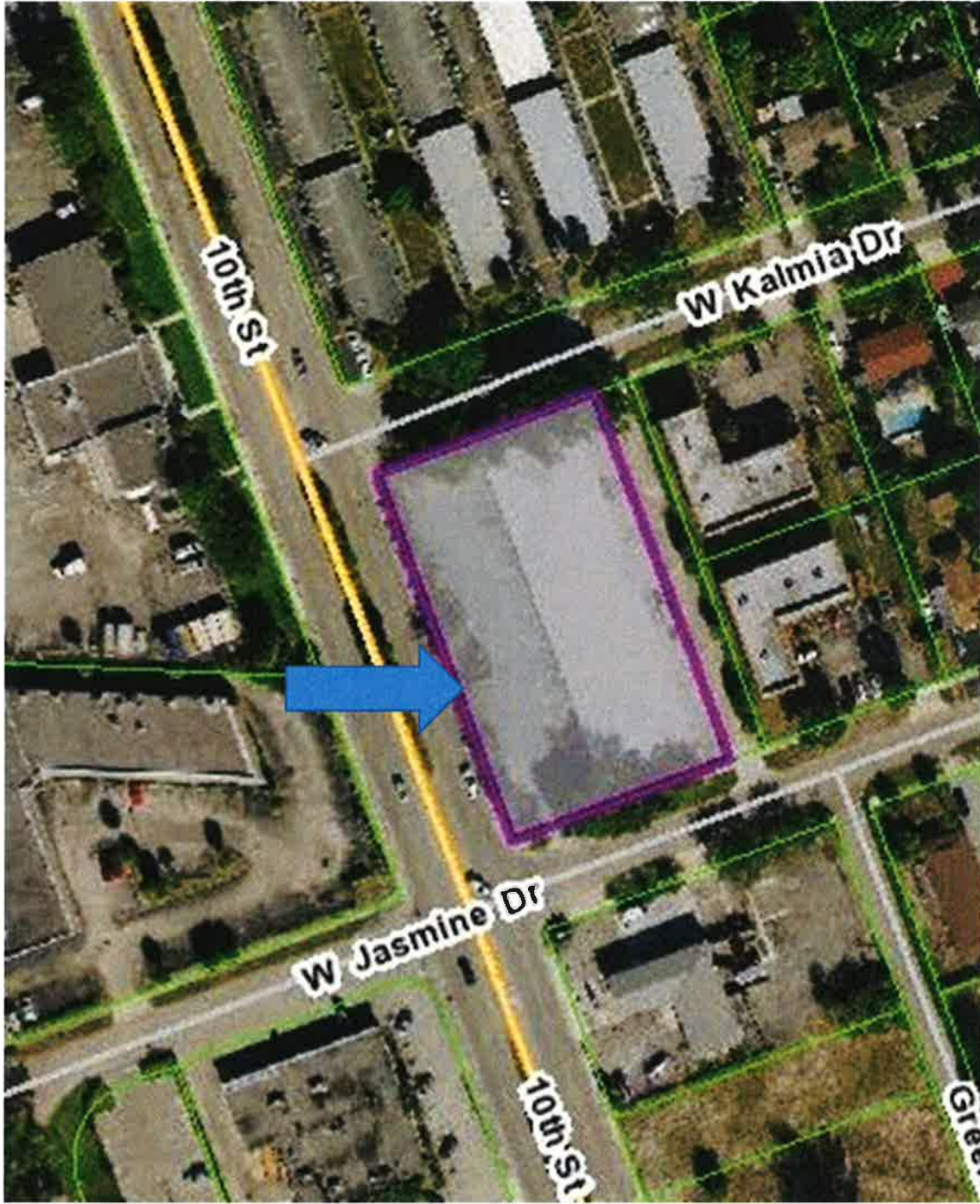


CE-1
 SHEET NO.

KENT D. HAMILTON, A.I.A., ARCHITECT
 FL REG NO. AR0009622
 9611 N US HWY. ONE # 408 - SEBASTIAN - FLORIDA - 32958 - (961) 276-5200

19-05
 12-23-19
 R.V.

INTERIOR REMODELING
 TENDER CARE
 1015 10TH ST., LAKE PARK, FL



Everyone Needs Tender Care

Tender Care, Inc. is a loving day care for children that have special medical needs. We have locations in Broward,



Hernando, Citrus, and St. Johns County, Florida. Tender Care offers day care services for special needs children (from birth to 21 years of age). We also offer Physical, Occupational, Speech, and Respiratory therapy if medically necessary. In addition, our transportation services pick up and drop-off the children as needed. We are open 12 hours per day, 5-7 days a week. We strive to provide the best care to the medically fragile pediatric



population.



HERNANDO PPEC FACILITY



Tender Care Medical Services, Inc.
306 Beverly Court
Spring Hill, FL 3406

SOUTH FL PPEC FACILITY



Tender Care Centers, Inc.
1821 SE 4th Avenue
Fort Lauderdale, FL 33316

ST JOHN'S PPEC FACILITY



Tender Care Medical Services
of St. Johns County, Inc
910 S. Winterhawk Dr. Suite 101

DUNNELLON PPEC FACILITY



Tender Care Dunnellon
3107 W Dunnellon Road
Dunnellon, FL 34433



Tender Care Centers, Inc.

"A loving daycare for children with special medical needs"



"WE CAN HELP"

PHONE: 1-800-754-1490

FAX: (954)-208-1746

WWW.TENDERCARECENTERS.COM



Like us on
facebook

What is a PPEC?

PPEC stands for Prescribed Pediatric Extended Care. A PPEC center is a licensed, non-residential, day treatment program prescribed by a physician for medically complex and technologically dependent children. Care is provided by a team of skilled pediatric professionals.

Tender Care's daytime program provides skilled nursing care, skilled therapies, specialty consultants and developmental stimulation for medically complex children up to twelve hours per day.



PPEC Offers Many Advantages...

To the child/family:

- ♥ Offers centrally located nursing and therapy, decreasing intrusions into the family dynamics at home
- ♥ Increased socialization and interaction with other children
- ♥ Decreased hospitalization
- ♥ Personalized case management ensuring the best care for your child
- ♥ Offers caregivers increased potential to return to work or school
- ♥ Early detection of potential health problems by licensed professionals
- ♥ Decreased hospitalizations through early detection and case management
- ♥ Increased compliance with plan of care resulting in less utilization of health care benefits



Transportation Program

Tender Care's non-emergency Transportation Program offers a convenient transportation option for patients to attend our daytime PPEC and Therapy Programs.



Transportation is also available for patients to attend doctors appointments with their parents.

Our fleet of vans are specially equipped to handle patients being transported in car seats and wheelchairs. We have specially designed harnesses to secure wheelchairs and any other materials needed to ensure the safe transportation of our children.

Therapy Program

The Therapy Program provides physical, occupational, speech, and respiratory therapies by qualified therapists. While children are receiving therapies, our skilled professionals can provide information and training to their caregivers and/or family members.



TOWN MANAGER COMMENTS

FEBRUARY 5, 2020 – TOWN COMMISSION MEETING

PROCLAMATION REQUEST

Seeking Commission approval of a Proclamation request from **Speak Up for Kids of Palm Beach County**, the exclusive nonprofit support of the PBC Guardian ad Litem Program. This request is to build awareness and support for their programs to coincide with National Foster Care **Month in May**. If approved this item will be placed on a future Town Commission Agenda.

OFFICES CLOSED – PRESIDENTS' DAY

Town Offices will be closed **Monday, February 17th** in observance of Presidents' Day. In addition, the Lake Park Public Library will be closed on **Saturday, February 15th**. Sanitation Schedule: There will be Commercial Sanitation Pick up only. Residential sanitation and vegetation pickup will resume on Tuesday, February 18th.

SUNSET CELEBRATION

The Town of Lake Park will host its monthly Sunset Celebration on **Friday, February 28th** from 6:00 pm – 9:00 pm at Lake Park Harbor Marina. This month's event will feature live entertainment from **Solid Brass Band** bringing some of your favorite classic rock and R&B tunes from the 60s through the 80s! There will be a full cash bar, happy hour prices, and a variety of food and arts & crafts vendors. For more information please contact the Special Events Department at 561-840-0160.

COMMUNITY BBQ/2020 CENSUS

The Town of Lake Park will host a Community BBQ on **Saturday, February 29th** from 11:00 am – 1:00 pm at Town Hall. This event will also serve as a kick-off to the 2020 Census. Event attendees can expect live entertainment, free food and drinks, games, activities, raffles and to learn more about the upcoming Census. For more information please contact the Special Events Department at 561-840-0160.



TOWN OF LAKE PARK
PUBLIC COMMENT CARD

Commission

MEETING DATE: 02/05/2020

Cards must be submitted before the item is discussed!!
***Three (3) minute limitation on all comments

Name: JAMES SULLIVAN
Address: 348 Hager Blvd, RP, FL

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following Agenda Item: _____

I would like to make comments on the following Non-Agenda Item(s):
CO2 & NEEDED FOR MORE TREES

Instructions: Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2020

Agenda Item No.

Agenda Title: Resolution Approving Submission of an Application Requesting Library Services and Technology Act (LSTA) Funding for Acquisition of Laptop Kiosks and Associated Laptops to be Used by Library Patrons and Provision of Required Assurances

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

Approved by Town Manager

Date: 2.10.2020

Merrell Angstreich, Grants Writer

Name/Title

<p>Originating Department:</p> <p>Town Manager (Grants Writer)</p>	<p>Costs: \$ 25,000.00</p> <p>Funding Source: In-kind (staff salaries)</p> <p>Acct. #700</p> <p><input type="checkbox"/> Finance <u>Saurdgaris</u></p>	<p>Attachments:</p> <p>Resolution No. <u>24</u> -02-20</p> <p>Photo of proposed kiosk</p>
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><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 _____</p> <p>OR</p> <p>Not applicable in this case <u>MA</u></p> <p>Please initial one.</p>

Summary Explanation/Background: Each year, the State Division of Library and Information Services provides financial support for libraries throughout the State to help them continue to serve the citizens of Florida. Funding is requested via a formal application process. The library is seeking, through this process, to obtain funds for the purpose of acquiring two kiosks that will each charge and sanitize twelve (12) laptops, as well as the 24 laptops that will be used for this purpose. The laptop computers will be available for on-premise use by library patrons of all ages for school assignments, research, resume creation, job searches, and more. In addition, the availability of the

laptops will enable the library staff to utilize the large, well-lit Schuyler Room to hold classes (such as ACT and SAT prep courses, introduction to computer skills, etc.) that serve a large number of participants. The ultimate goal of this project is to help improve the lives of Lake Park residents, including enabling low- and moderate-income students to become more academically competitive with their more affluent classmates, helping adults to develop the tools they need to make themselves more desirable to employers, and introducing adults of all ages to basic computer skills that will enhance their lives in myriad ways.

The kiosk will sanitize, charge and delete the history of each laptop while it is not in use. In order to check out a laptop, a patron must use their library card, school-issued identification card, driver's license or non-driver government identification. The kiosk is equipped with technology to photograph each individual who checks out a laptop, RFID technology is incorporated to ensure laptops are not removed from the premises, and the laptops will time-out after a pre-selected period.

A cash or in-kind match of at least one-third of the total is required. Staff salaries may be used to achieve this match.

Recommended Motion: I move to approve Resolution No. 24-02-20

RESOLUTION NO. 24-02-20

A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, APPROVING SUBMISSION OF AN APPLICATION REQUESTING LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA) FUNDING FOR ACQUISITION OF LAPTOP KIOSKS AND ASSOCIATED LAPTOPS TO BE USED BY LIBRARY PATRONS AND PROVISION OF REQUIRED ASSURANCES

WHEREAS, effective July 1, 2003, the Florida Legislature amended Chapter 257, Florida Statutes to allow application for Library Services Technology Act (LSTA) funding by municipalities; and

WHEREAS, in order to meet the requirements for application for Library Services and Technology Act (LSTA) funding, the Town of Lake Park is required to approve submission of the Library Services and Technology Act (LSTA) application and make the following certifications provided herein;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN 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.

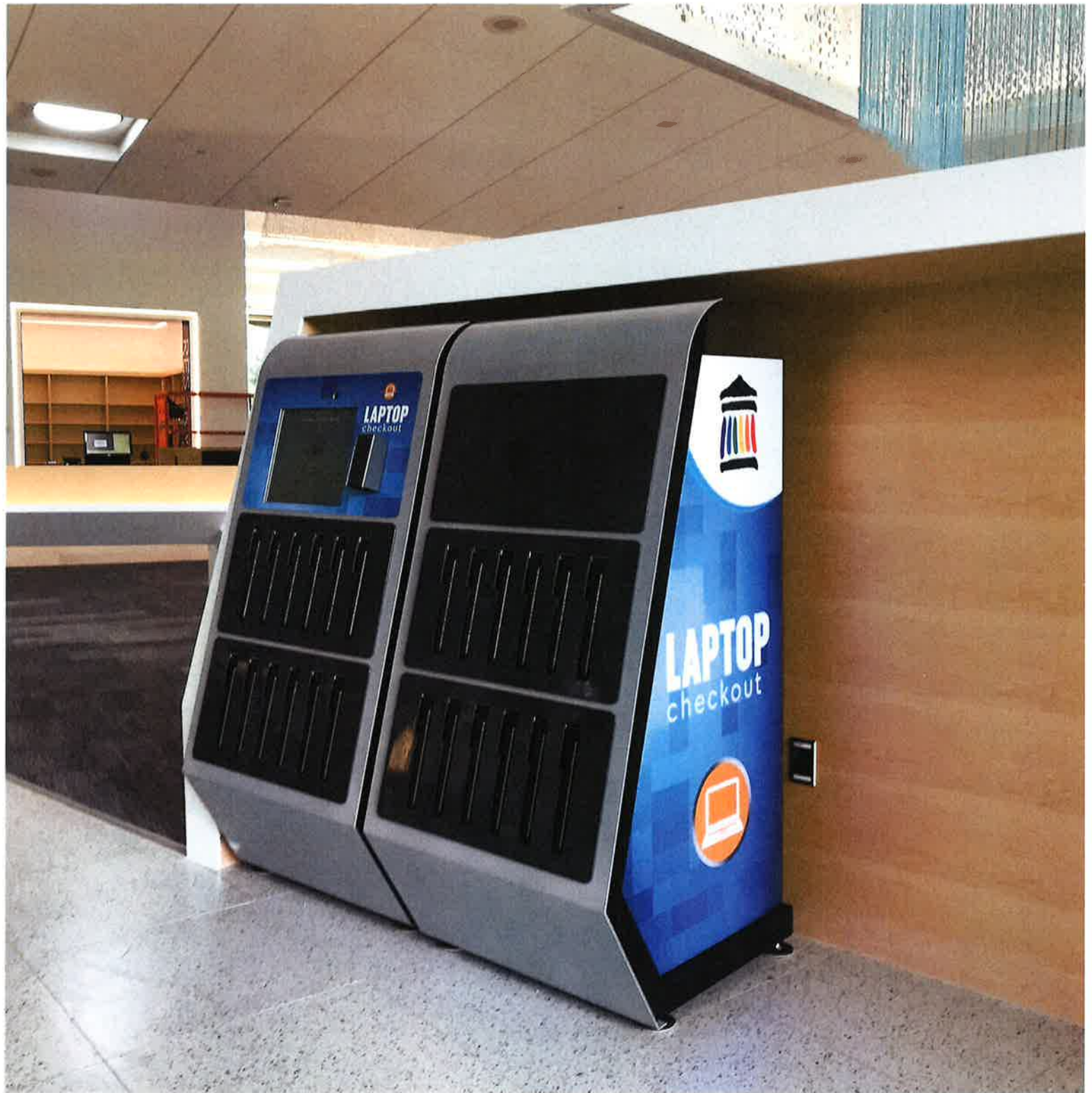
SECTION 3. The Commission of the Town of Lake Park is the designated governing body to provide library services.

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 Palm Beach County that receive Library Services and Technology Act (LSTA) funding.
- 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 Palm Beach County that receive Library Services and Technology Act (LSTA) funding in joint planning for the coordination of library services to residents.
- SECTION 10.** The Town of Lake Park Public Library will continue to operate for a minimum of forty (40) hours per week.
- SECTION 11.** The Commission of the Town of Lake Park, Florida, hereby authorizes the Mayor and Town Clerk to execute the application for the Library Services and Technology Act (LSTA) grant funding.
- SECTION 12.** This Resolution shall become effective immediately upon adoption.



TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2020

Agenda Item No.

Agenda Title: Resolution Authorizing and Directing the Town Manager to Proceed with Stormwater Pipe Repairs at 1600 Flagler Drive and 904 Jasmine Drive, Per the Terms and Conditions of the Town's Contract with Hinterland Group, Inc.

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON ____ READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *[Signature]* Date: 2-4-2020

[Signature] 2/4/2020
 Richard Scherle / Public Works Director

Originating Department: Public Works	Costs: \$59,902.03 Funding Source: Stormwater Fund Acct. # 402-63010 <input type="checkbox"/> Finance <u><i>[Signature]</i></u>	Attachments: 1. Resolution <u>17-02-20</u> with proposals per Contract ITB2016-059PS (Town's Contract with Hinterland Group, Inc.) 2. Engineering Documents for Each Location (Flagler Drive and Jasmine Drive)
Advertised: 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>[Signature]</i></u> Please initial one.

Summary Explanation/Background:

The Public Works Department has been aggressively targeting needed repairs to the Town's stormwater infrastructure system as part of the recent ESU rate increase. Within the 2019-2020 budget cycle, two (2) significant stormwater pipe repairs were budgeted at \$77,691.00 per event, which was based upon historical costs associated with the completion of similar repairs. The first of these two repairs was recently completed at Flagler and Kalmia, and due to unforeseen field conditions, we

were able to complete the repairs significantly under the budgeted amount (i.e., \$18,603 vs. \$77,691.00). We intend to use these savings to partially fund an additional repair at another location, for which this agenda item seeks approval.

We have identified depressions due to pipe damages at two locations (1600 Flagler and 904 Jasmine). Upon investigating these depressions via pipe televising operations, we worked with our engineering teams to develop plans for repair (attached hereto as an exhibit for reference). Subsequently, we engaged our contracted infrastructure repair vendor, Hinterland Group Inc., to develop price proposals based upon our contract line item pricing and engineering plans. The combined price to repair both locations is \$59,902.03. We are seeking approval to proceed with these repairs and expend budgeted funds to address the repairs.

Upon completing these repairs, we will have expensed \$78,505.23 of \$155,383.00 allocated for pipe repairs this year. Upon approval, we will engage Hinterland Group Inc. to mobilize and proceed with the needed repairs. Upon mobilization, the contractor will complete repairs within a 2-3 week timeframe depending upon scheduling. Staff recommends approval.

Recommended Motion: I move to adopt Resolution no. 17-02-20

RESOLUTION NO. 17-02-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO PROCEED WITH STORMWATER INFRASTRUCTURE REPAIRS WITH HINTERLAND GROUP INC. PER THE TERMS OF ITS PREVIOUSLY EXECUTED AGREEMENT WITH THE TOWN; 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 is responsible for the repair and maintenance of its stormwater infrastructure system and requires a contractor to provide such services; and

WHEREAS, on December 20, 2017, the Town executed a “piggy back” contract with Hinterland Group, Inc. (“Contractor”) per the terms and conditions of City of Palm Beach Gardens contract number ITB2016-O59PS to provide stormwater infrastructure maintenance and repairs ; and

WHEREAS, pursuant to the terms and conditions of the Town’s contract with the Contractor, the Contractor and Town have agreed to a work authorization whereby the Contractor has agreed to provide pipe rehabilitation services at two locations (Flagler Drive and Jasmine Drive)

WHEREAS, the cost of the work authorization is \$59,902.03; and

WHEREAS, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to approve the work authorization for pipe rehabilitation from the 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 by reference.

Section 2. The Commission hereby authorizes and directs the Town Manager to expend budgeted funds to proceed with the repair of the Town's Stormwater infrastructure per the Contractor's price proposals, and to issue any purchase orders or other documents required to effectuate procurement . A copy of the proposals are attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.



Date Prepared: 1/29/2020
Cost Estimate / Proposal: Town of Lake Park 18-0001-07
Customer Information: Richard Scherle
 Town of Lake Park
 650 Old Dixie Hwy,
 Lake Park, FL 33403

Job Location:
904 Jasmine Dr
Town of Lake Park , FL 33403

Internal Job Number: 18-0001-07
Customer Job Number: 18187.13
Job Name: 904 Jasmine Dr
Contract: Palm Beach Gardens ITB2016-059PS
Terms: 30 Days

Line Item	Unit Price	Unit	QTY	Total
96. Construction Foreman	\$120.00	HR	40	\$ 4,800.00
97. Equipment Operator	\$75.00	HR	40	\$ 3,000.00
99. Pipe Layer	\$70.00	HR	80	\$ 5,600.00
103. Track Excavator	\$150.00	HR	20	\$ 3,000.00
105. Wheel Loader	\$ 85.00	HR	20	\$ 1,700.00
109. Vibratory Plate Compactor	\$ 30.00	HR	16	\$ 480.00
111. Dewatering	\$ 65.00	HR	48	\$ 3,120.00
112. Asphalt Pavement Replacement	\$ 250.00	Tons	9	\$ 2,250.00
113. Lime Rock	\$ 125.00	Tons	3	\$ 375.00
120. Floratan Sod	\$ 1.00	Sq Ft	635	\$ 635.00
125. Maintenance of Traffic	\$ 1,000.00	EA	1	\$ 1,000.00
126. Mobilization	\$ 25,000.00	EA	0.12	\$ 3,000.00
127. Material Markup	\$ 15.90	LF	45	\$ 715.50
18" RCP 35' x 15%	\$ 107.33	15% Markup	1	\$ 107.33
				\$ -
				\$ -
Total				\$29,782.83

Exclusions from Scope:

1. Permitting and Bonding
2. Any major MOT Required (road closures, lane closures, detours, etc.)
3. Sizes shown on plans are assumed to be correct
4. This quote does not provide any bypass or manhole lining.
5. Hinterland Group will not be held liable for line collapse during clean and tv due to the unknown condition of existing piping
6. Any other work not specifically listed in inclusions above.
7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe.

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warrantee. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

Prepared By: Brett Konchak
 Hinterland Group Inc
 2051 W Blue Heron Blvd
 West Palm Beach, FL 33404

Town of Lake Park _____ agrees to the terms listed above.

Accepted By: _____
Print, Sign and Date: _____



Date Prepared: 1/29/2020
Cost Estimate / Proposal: Town of Lake Park 18-0001-08
Customer Information: Richard Scherle
 Town of Lake Park
 650 Old Dixie Hwy,
 Lake Park, FL 33403

Job Location:
1600 Flagler Dr
Town of Lake Park , FL 33403

Internal Job Number: 18-0001-08
Customer Job Number: 18187.13
Job Name: 1600 Flagler Dr
Contract: Palm Beach Gardens ITB2016-059PS
Terms: 30 Days

Line Item	Unit Price	Unit	QTY	Total
96. Construction Foreman	\$120.00	HR	40	\$ 4,800.00
97. Equipment Operator	\$75.00	HR	40	\$ 3,000.00
99. Pipe Layer	\$70.00	HR	80	\$ 5,600.00
103. Track Excavator	\$150.00	HR	20	\$ 3,000.00
105. Wheel Loader	\$ 85.00	HR	20	\$ 1,700.00
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111. Dewatering	\$ 65.00	HR	48	\$ 3,120.00
112. Asphalt Pavement Replacement	\$ 250.00	Tons	9	\$ 2,250.00
113. Lime Rock	\$ 125.00	Tons	3	\$ 375.00
120. Floratan Sod	\$ 1.00	Sq Ft	635	\$ 635.00
125. Maintenance of Traffic	\$ 1,000.00	EA	1	\$ 1,000.00
126. Mobilization	\$ 25,000.00	EA	0.12	\$ 3,000.00
127. Material Markup	\$ 22.40	LF	45	\$ 1,008.00
15" RCP 35' x 15%	\$ 151.20	15% Markup	1	\$ 151.20
				\$ -
				\$ -
Total				\$30,119.20

Exclusions from Scope:

1. Permitting and Bonding
2. Any major MOT Required (road closures, lane closures, detours, etc.)
3. Sizes shown on plans are assumed to be correct
4. This quote does not provide any bypass or manhole lining.
5. Hinterland Group will not be held liable for line collapse during clean and tv due to the unknown condition of existing piping
6. Any other work not specifically listed in inclusions above.
7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe.

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warrantee. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

Prepared By: Brett Konchak
 Hinterland Group Inc
 2051 W Blue Heron Blvd
 West Palm Beach, FL 33404

Town of Lake Park agrees to the terms listed above.

Accepted By: _____
Print, Sign and Date: _____



1280 N Congress Ave, Suite 101
West Palm Beach, FL 33409
TEL: 561.655.1151 FAX: 561.832.9390
E-Mail: info@engenuitygroup.com
Website: www.engenuitygroup.com

January 24, 2020

**SUBMITTAL TO TOWN OF LAKE PARK
904 JASMINE DRIVE DRAINAGE IMPROVEMENTS**

Richard Scherle
Town of Lake Park
Dept. of Public Works
Lake Park, FL

**Re: Drainage Pipe Improvements
Town of Lake Park, Florida
Engenuity Group Project No. 18187.17**

Dear Mr. Scherle:

Please see enclosed one set of the construction documents consisting of engineering plans and a project manual with specifications.

Thank you very much and please let me know if you have any questions or other comments.

Sincerely,

Adam Swaney, PE
Project Manager

ENGINEERING PLANS FOR 904 JASMINE DRIVE STORMWATER IMPROVEMENTS

JANUARY 2020

PREPARED FOR:
TOWN OF LAKE PARK



DRAWING INDEX:

- 1 COVER SHEET
- 2 PRELIMINARY ENGINEERING PLAN
- 3 DETAILS



Know what's below.
Call before you dig.

NO.	DATE	DESCRIPTION

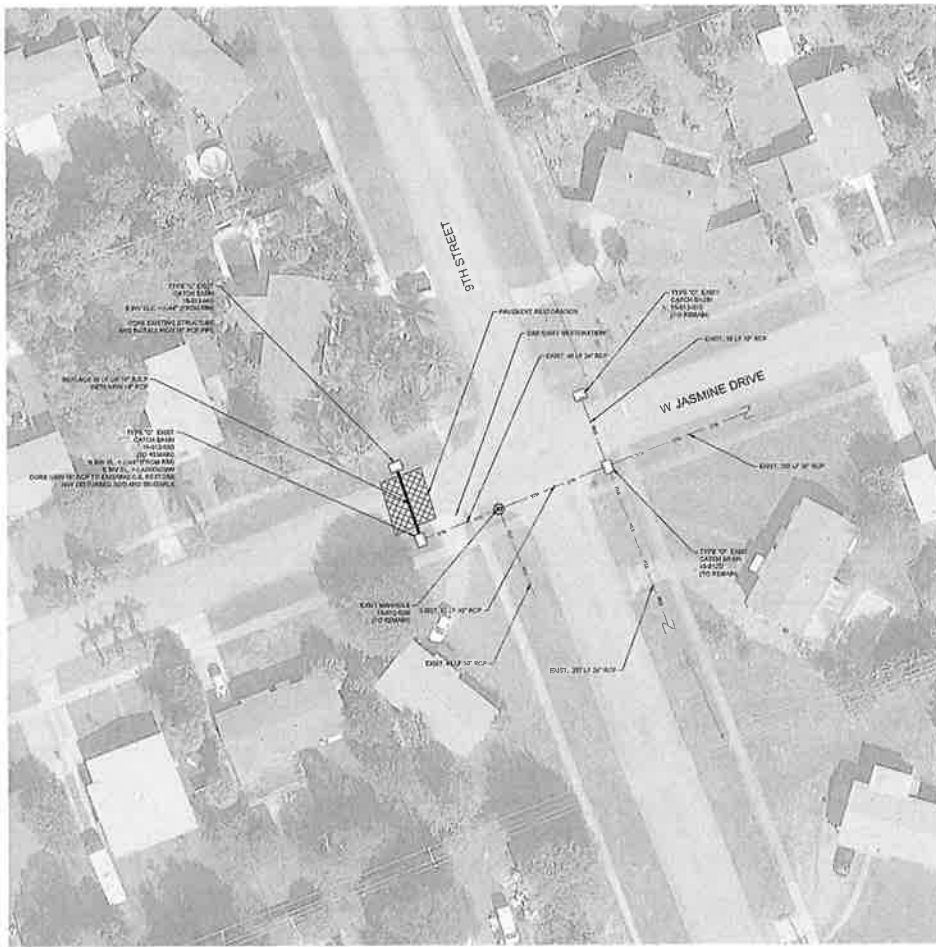
Engineered under the supervision of
Professional Engineer
No. 123456789
State of Florida
JANUARY 2020

904 JASMINE DRIVE DRAINAGE IMPROVEMENTS
904 JASMINE DRIVE
TOWN OF LAKE PARK, FLORIDA
COVER

engenuity
INCORPORATED
1000 S. PALM BEACH BLVD., SUITE 100
WEST PALM BEACH, FLORIDA 33411
www.engenuityinc.com

NO.	DATE	DESCRIPTION
1	JANUARY 2020	COVER SHEET
2		
3		

18187.17



- LEGEND:**
- PROPOSED**
- ENCUMBRANCE RESTORATION
 - CONCRETE
 - PIPE IN PLACE
- EXISTING**
- EGG
 - CATCH BASIN
 - MANHOLE

- GENERAL NOTES:**
- NO DRIVER WILL BE DEPARTED. THE CONTRACTOR IS TO FIELD VERIFY ALL EXISTING UTILITIES AND DRAINAGE LINES.
 - PIPE PAVEMENT DEPTHS SHOWN ON THIS PLAN ARE APPROXIMATE VALUES OBTAINED AT A FIELD SIDE CONTRACTOR TO FIELD VERIFY DEPTHS AND TOPOGRAPHIC CONDITIONS.
 - CONTRACTOR TO RESTORE ANY DISTURBED SIDEWALK, SOI, DRIVEWAY, PAVEMENT AREAS TO EXISTING CONDITIONS OR BETTER.
 - ALL PAVEMENT STRIPPINGS SHALL BE RECYCLED AND MAINTAIN EXISTING UNLESS NOTED OTHERWISE.
 - ALL AREAS DISBURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
 - FINISHED GRADE AT EDGE OF NEW PAVEMENT SHALL BE 1/4\"/>

DATE	DESCRIPTION

Contracted work by
 Entegriety Group, Inc.
 10000 W. US Highway 1
 Lake Park, Florida 32909
 Phone: 888-811-8111
 Fax: 888-811-8112

904 JASMINE DRIVE DRAINAGE IMPROVEMENTS
904 JASMINE DRIVE
TOWN OF LAKE PARK, FLORIDA
ENGINEERING PLAN



DATE	DESCRIPTION



200 177 18187.17

PROJECT MANUAL

904 JASMINE DRIVE
DRAINAGE PIPES REPAIRS

TOWN OF LAKE PARK

JANUARY 2020



ENGENUITY GROUP, INC.
1280 N CONGRESS AVE, SUITE 101
WEST PALM BEACH, FL 33409
(561) 655-1151

PROJECT NO.18187.17

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DRAWINGS TABLE OF CONTENTS

The Drawings which form a part of the Contract Documents and show the Work to be performed are as follows:

<u>Drawing Title</u>	<u>Date</u>	<u>No. of Sheets</u>
Paving, Grading, and Drainage Plan and Details	January, 2020	3

SECTION 01000

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall furnish all labor, superintendence, quality control, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary and proper for performing and completing the Work. CONTRACTOR shall perform and complete the Work in the manner best calculated to promote scheduled construction consistent with safety of life and property and to the satisfaction of the OWNER, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the Work, maintain it during construction, and pay all costs incidental thereto. CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
- B. The cost of incidental Work described in these General Requirements, for which there are no specific Contract items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract items. No additional payment will be made therefore.
- C. The CONTRACTOR shall provide and maintain such modern plant, tools, and equipment as may be necessary in the opinion of the ENGINEER, to perform in a satisfactory and acceptable manner all the Work required by the Contract. Only equipment of established reputation and proven efficiency shall be used. The CONTRACTOR shall be solely responsible for the adequacy of workmanship, materials and equipment, prior approval of the ENGINEER notwithstanding.

1.02 MOBILIZATION

- A. Perform preparatory Work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and other facilities. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials.
- B. When the Bid Form includes a separate pay item for Mobilization, partial payments will be made therefore in accordance with the following:

<u>Percent of Contract Amount Earned</u>	<u>Allowable Percent of the Contract Lump Sum Price for the Item</u>
5	25
10	50
25	75
50	10

- C. When the Bid Form does not include a separate item for Mobilization, all Work and incidental costs specified as being covered in this paragraph will be included for payment under the several scheduled items of the overall Contract and no separate payment will be made therefore.

1.03 MAINTENANCE OF TRAFFIC

- A. Prepare and submit a Maintenance of Traffic Plan for review. A professional engineer licensed in the State of Florida shall prepare the plan.
- B. CONTRACTOR shall be responsible to maintain traffic control through the work area for the duration of construction. Provide access to residence, businesses, etc., that are located in the temporary traffic control zone. Provide traffic control devices that are on the Florida Department of Transportation's "Qualified Product List".

1.04 PROVISIONS FOR CONTROL OF POLLUTION

- A. Sufficient precautions shall be taken during construction to prevent the run-off of polluting substances such as silt, clay, fuels, oils, bitumen's or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State of Florida. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 29 nephelometric turbidity units (NTU) above background unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion. Erosion evident within the limits of construction or other areas affected by the CONTRACTOR shall be the responsibility of the CONTRACTOR.
- B. CONTRACTOR shall prepare a Pollution Prevention Plan, submit it to the ENGINEER for review, and implement the plan prior to commencing Work on the site. The plan must include the following:
 - 1. A site evaluation of how and where pollutants may be mobilized by stormwater.
 - 2. A plan for managing stormwater runoff.
 - 3. Identification of appropriate erosion and sediment controls and stormwater best management practices to reduce erosion, sedimentation, and stormwater pollution.
 - 4. A maintenance and inspection schedule.
 - 5. A record keeping process.
 - 6. Identification of stormwater exit areas.
- C. Fill out a Notice of Intent form (FDEP Form 62-621.300(4)(b)) and submit it to the Florida Department of Environmental Protection.

1.05 PROGRESS SCHEDULE

- A. Prepare a construction progress schedule covering all the Work involved in the Contract. This includes submittal and approval of Shop Drawings on critical items, fabrication and delivery of identifiable materials and equipment, specific items or Work in the scope,

interfaces required with other contracts that may be part of an overall project, and specific dependencies upon acts or activities of parties not under the control of CONTRACTOR.

- B. The Bar Graph Method or Critical Path Method are acceptable for scheduling construction activity.
- C. Progress schedule shall be updated monthly and submitted to ENGINEER with progress payment applications.

1.06 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Submit at least eight (8) copies of all required Shop Drawings, product data and samples for ENGINEER's review.
- B. Shop Drawings, product data, samples and transmittal letters pertaining thereto shall be identified with the title of the project, submission date, and the CONTRACTOR's acknowledgement that he has reviewed them and found them acceptable.
- C. Notify ENGINEER in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- D. The review and approval of shop drawings, samples or product data by the ENGINEER shall not relieve the CONTRACTOR from his/her responsibility with regard to the fulfillment of the terms of the Contract Documents. All risks of error and omission are assumed by the CONTRACTOR and the ENGINEER will have no responsibility therefore.

1.07 BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER

- A. Boring logs, other reports and Drawings utilized by ENGINEER, if enclosed, are provided for CONTRACTOR's information and are not a part of the Contract Documents. There is no technical data in the boring logs, other reports or Drawings that should be relied on by the CONTRACTOR.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 CONSTRUCTION STAKING

- A. The baselines and benchmarks for primary control, necessary to establish lines and grades needed for construction are shown on the Drawings. These baselines and benchmarks shall be used as the origin of all surveys, layouts and measurements to establish construction lines and grades. CONTRACTOR shall take all necessary precautions to prevent the loss or damage of primary control points. Any stakes and/or

control points lost or damaged by construction activity will be re-established by CONTRACTOR at no additional expense to OWNER.

- B. Construction staking shall be performed by a professional surveyor and mapper licensed in the State of Florida.

3.02 PROTECTION/ADJUSTMENT OF UTILITIES

- A. Utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the OWNER, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the Work.
- B. CONTRACTOR shall protect all utility installations and structures from damage during Work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the utility owner. The CONTRACTOR shall so arrange operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the CONTRACTOR. All existing public utilities damaged by the CONTRACTOR which are shown on the Drawings or have been located in the field by the utility owner shall be repaired by the CONTRACTOR.
- C. Public utility installations or structures owned or controlled by the OWNER or other governmental body, which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the CONTRACTOR shall be included in the prices bid for the various contract items. No separate payments shall be made therefore.
- D. Where public utility installations or structures owned or controlled by the OWNER or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when in the opinion of the ENGINEER, removal, relocation, replacement or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the ENGINEER, for the CONTRACTOR to accomplish. If such Work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such Work is accomplished by the CONTRACTOR, it will be in accordance with the General and Supplementary Conditions.
- E. CONTRACTOR shall give written notice to OWNER and governmental utility departments and other owners of public utilities of the location of the proposed construction operations, at least seventy-two (72) hours in advance of breaking ground in any area or on any unit of the Work.
- F. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the CONTRACTOR as herein provided, shall be done by methods approved by the utility owner.

3.03 FIELD OBSERVATIONS AND TESTING

- A. Field observations will be performed by ENGINEER and all field testing of materials will be performed by an independent testing laboratory. The cost of passing tests will be paid by OWNER. Failing tests shall be paid by the CONTRACTOR.
- B. For tests specified to be made by the CONTRACTOR (for equipment/material prior to delivery to the project site), the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the ENGINEER as a prerequisite for the acceptance of any material or equipment.
- C. If, in the making of any test of any material, it is ascertained by the ENGINEER that the material does not comply with the Contract, the CONTRACTOR will be notified thereof and will be directed to refrain from delivering said material, or to remove it promptly from the site or from the Work and replace it with acceptable material, without additional cost to the OWNER.
- D. The CONTRACTOR shall be fully responsible for the proper operation of material during tests and construction periods and shall neither have nor make any claim for damage that may occur to material prior to the time when the OWNER formally takes over the operation thereof.
- E. CONTRACTOR is responsible for scheduling field testing.

3.04 SALVAGE MATERIAL

- A. All salvageable material and equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, shall remain the property of the OWNER and shall be turned over to him. All material and equipment not in salvageable condition as determined by the ENGINEER, shall be disposed of by the CONTRACTOR in a legal manner at the Contractor's expense. The actual storage site for salvageable material will be designated by the OWNER.

3.05 STARTING OF SYSTEMS

- A. Electrical equipment shall not be energized, or placed in service, nor shall mechanical equipment be operated by the CONTRACTOR until approved by the OWNER and ENGINEER. Such approval shall be granted only after all interested parties have been duly notified, have given approval for placing the equipment in service, and all interested parties are present or waived their right to be present. The CONTRACTOR shall notify the OWNER and ENGINEER as far in advance as possible of the dates that various items and equipment will be completed and ready for start-up.

3.06 CLEANING

- A. During construction of the Work, the CONTRACTOR shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the ENGINEER, such material, debris, or rubbish constitutes a nuisance or is objectionable.
- B. At the conclusion of the Work, all tools, temporary structures and materials belonging to the CONTRACTOR shall be promptly taken away and CONTRACTOR shall remove and promptly dispose of all rubbish or any other foreign materials. The CONTRACTOR shall thoroughly clean all material installed and shall deliver such materials undamaged in a clean and new condition.

END OF SECTION

SECTION 01456

FIELD TESTING OF MATERIALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Field testing of compaction of backfill, embankment, pavement subgrade, and pavement base.
- B. Sampling and testing concrete strength and slump.
- C. Sampling and analysis of asphalt for paving.

1.02 SUBMITTALS

- A. Two certified copies of the laboratory report to ENGINEER.
- B. Reports shall include date issued, project title and number, name of inspector, date and time of sampling/inspection, standard designation of the test method and work performed, ambient conditions at the time of sampling, appropriate retest recommendation, identification of product and specifications section, location in the project, type of inspection or test, date of tests, and conformance with Contract Documents.

1.03 QUALIFICATIONS

- A. Test laboratory accredited by the Construction Materials Engineering Council, Inc.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 COORDINATION

- A. Cooperate with laboratory personnel, and provide access to the work and to manufacturer's facilities.
- B. Provide incidental labor and facilities to provide access to work to be tested to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and cutting of test samples.
- C. Notify laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

3.02 TESTING FREQUENCY

- A. Wastewater Systems
 - 1. Manholes – check compaction of backfill at 2 foot vertical intervals beginning 2 feet above the bottom of the manhole.
 - 2. Gravity Main – check compaction of backfill at 200 foot intervals beginning 1 foot above the top of the pipe and then every 200 feet thereafter.
 - 3. Force Main – check compaction of backfill 1 foot above the top of the pipe at 200 foot intervals horizontally.

- B. Water Systems
 - 1. Water Mains – check compaction of backfill 1 foot above the top of the pipe at 200 foot intervals horizontally.

- C. Drainage Systems
 - 1. Structures – check compaction of backfill at 2 foot vertical intervals beginning 2 feet above the bottom of the structure.
 - 2. Pipe – check compaction of backfill beginning at the springline and then at 2 foot vertical intervals and 200 foot horizontal intervals.

- D. Roadways
 - 1. Subgrade – check compaction at 200 foot intervals.
 - 2. Stabilized Subgrade – check compaction at 200 foot intervals.
 - 3. Curb and Gutter – check compaction at 300 foot intervals but stagger from one side of the road to the other. Check concrete slump and obtain a set of test cylinders every 800-1000 feet.
 - 4. Base Rock – analyze material when it is delivered to the site for compliance with the specifications. Check compaction at 300 foot intervals but alternate left side to right side.
 - 5. Asphalt – verify asphalt temperature.

END OF SECTION

SECTION 01573

STORMWATER POLLUTION PREVENTION PLAN

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Precautions to be taken during construction to prevent the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, or other polluting materials harmful to humans, fish, or other life.
- B. Inspections and maintenance of the controls to prevent the run-off of polluting substances.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EROSION AND SEDIMENT CONTROL MEASURES

- A. Excavation of water management facilities should occur immediately after clearing and grubbing to serve as a sediment trap or catchment for stormwater runoff from exposed soils.
- B. Construct perimeter berm or grade site to prevent off-site discharge of stormwater runoff.
- C. Place silt fences or hay bales to contain erosion in areas prone to stormwater runoff erosive velocities.
- D. Protect each inlet that may receive runoff from the construction site with silt fence/filter fabric staked in place.
- E. Install turbidity screens within the receiving body before commencement of bank improvements and outfall installations.
- F. Take all reasonable precautions to control dust and unconfined particulate matter. The application of water is an acceptable dust suppressant on roadways, stockpiles, and any other areas within the project boundaries. Dust suppressant water shall be applied in such a manner so as not to produce excess runoff and erosion.
- G. Turbidity in receiving water shall not be increased more than 29 nephelometric turbidity units (NTU) above background.

- H. Take precautions in the use of construction equipment to prevent operations which promote erosion.

3.02 OTHER CONTROLS AND MATERIAL MANAGEMENT PRACTICES

- A. Fertilizers – Apply fertilizers only in the minimum amount recommended by the manufacturer. If stored onsite, provide covered storage. Transfer the contents of any partially used bags of fertilizer to a sealable container to avoid spills.
- B. Hazardous Waste – Dispose of in a manner specified by local or State regulations.
- C. Noise – Minimize noise caused by the operation of equipment. Abide by all local regulations covering noise control.
- D. Odors – Do not cause objectionable odors to be generated.
- E. Offsite Vehicle Tracking - Provide a rock construction entrance to reduce vehicle tracking of sediments. Dump trucks hauling material from the construction site shall be covered with a tarpaulin.
- F. Open Burning - No open fires or burning of materials other than vegetative land clearing debris. Obtain prior approval to burn from the local authority and applicable Fire Marshall.
- G. Paints - All containers shall be tightly sealed and stored when not required for use. Excess paint shall not be discharged to the storm sewer system, but will be properly disposed of according to the paint manufacturer's instructions and State or local regulations.
- H. Pesticides and Herbicides - Any pesticide and herbicide usage will be by State licensed applicators.
- I. Petroleum Products - Monitor onsite vehicles and tanks for leaks. They shall receive regular preventive maintenance to reduce the chance of leakage. Store petroleum products in tightly sealed containers, which are clearly labeled. Use asphalt substances according to the manufacturer's recommendations. Provide secondary containment for all above ground fuel tanks.
- J. Sanitary Waste - Collect all sanitary waste from the portable units at least twice per week.
- K. Waste Materials - Collect and store all waste materials in a securely covered metal dumpster provided by a licensed solid waste management company. Deposit all trash and construction debris from the site in the dumpster. The dumpster is to be emptied as needed so there is no overflow. Haul trash to a State approved landfill facility.

3.03 MAINTENANCE / INSPECTION PROCEDURES

- A. Inspect all control measures at least once per week and following any storm event of 0.5 inches or greater.
- B. Maintain all measures in good working order. If a repair is necessary, it must be initiated within 24 hours of the onsite inspection report.

- C. Remove built up sediment from silt fence when it has reached one-third the height of the fence.
- D. Inspect silt fence for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- E. Prepare a maintenance inspection report after each inspection. A copy of the report form to be completed by the inspector is found at the end of this Section.
- F. The CONTRACTOR shall designate a qualified person to be responsible for inspections, maintenance and repair activities, and completing the inspection and maintenance reports.
- G. Non-stormwater discharges are permissible provided that discharge does not cause erosion or create turbidity within the receiving body and are in compliance with regulatory requirements. These discharges may include water line flushing, fire fighting activities, fire hydrant flushing, dust control, irrigation drainage, air conditioning condensation, and water used to spray off loose solids from vehicles.

END OF SECTION

SECTION 01700

PROJECT CLOSE OUT

PART 1 GENERAL

1.01 DESCRIPTION

- A. The items listed in this Section shall not be considered as a complete listing and shall in no way limit requirements that may be stated in other parts of the Contract Documents, but rather should be considered as an aid in preparing for final inspection and project close out.

1.02 BASIC REQUIREMENTS PRIOR TO SUBSTANTIAL COMPLETION

- A. Punch List: The following items shall be completed prior to request for final inspection.
1. All general construction completed and the project components shall be clean.
 2. All mechanical and electrical work substantially complete, fixtures in place, connected, cleaned and ready for use.
 3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
 4. All painting shall be completed, all signs installed.
 5. All surfaces, glass and metal work shall be cleaned.
 6. All finish hardware and furniture shall be installed.
 7. Project site shall be cleared of the Contractor's equipment and/or building supplies. All temporary structures and construction shall be removed.
 8. All landscaping and sod planted and in place.
 9. All signs and striping mounted, replaced and installed.
- B. Record Drawings: The project record drawings shall be submitted by the Contractor for all structural work, paving, drainage, water, wastewater and any other construction done under this contract.

1.03 BASIC REQUIREMENTS PRIOR TO FINAL COMPLETION

- A. All of the above items for Substantial Completion shall be complete; in addition, the punch list items noted at the time of substantial completion shall have been corrected and the work completed.

- B. Warranties: Furnish all manufacturers' warranties and maintenance manuals for all equipment. For corrective work during the warranty period, submit a complete list of contact persons and phone numbers for General Contractor and all Subcontractors.
- C. Guarantees and Bonds: Furnish the following written guarantees and bonds, in duplicate, signed by an authorized representative of manufacturer, supplier and/or subcontractor in accordance with the General Conditions, Supplementary General Conditions and the technical sections of the specifications.
- D. Keys and Special Wrenches: All keys and special wrenches shall be tagged with the room number or with designed use and turned over to the Owner.
- E. Maintenance Materials: Deliver to the Owner, prior to final completion of the work, maintenance materials (extra stock) as required in the technical sections of the specifications.
- F. Manuals and Instructions:
 - 1. Deliver to the Owner, prior to final completion of the work, three bound copies of maintenance and instruction manuals customarily supplied by manufacturers for items incorporated in this work and as set forth in the General Requirements for Mechanical and Electrical work.
 - 2. Contractor and subcontractors shall provide hands on demonstrations and verbal instructions for the proper operation and maintenance of appliances, machines and equipment to the Owner or their designated representative.
 - 3. Arrange, with the Owner, an appointment for specific time to give demonstrations and instructions.
- G. Listing of Equipment: A tabular listing shall be presented to the Engineer prior to Final Completion of the project and prior to final payment, which shall include all plumbing, mechanical, electrical and special equipment by name, manufacturer, model number and serial number of each item provided.
- H. Affidavits: Provide affidavits prior to final payment as follows:
 - 1. Affidavit that all work has been properly paid for and all obligations for payment to material suppliers, subcontractors, etc. have been satisfied (A.I.A. Form G-706).
 - 2. Consent of Surety (A.I.A. Form G-707).
 - 3. Release and Waivers of Liens (A.I.A. Form G-706A).

END OF SECTION

SECTION 01788

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Obtaining and recording Record information to indicate changes in project conditions, locations, dimensions, elevations, materials, sizes, configurations, and any other deviations from the original Contract Documents.
- B. Submittal of Record information.

1.02 MAINTENANCE

- A. ENGINEER will provide CONTRACTOR with an electronic set of the construction drawings in Autocad (Release 2000 or later) and PDF for marking Record information on.
- B. All elevations and site dimensions are to be verified by a professional surveyor and mapper licensed in the State of Florida and recorded on the Record drawings.
- C. Label each drawing in the lower right corner "RECORD DRAWING" in neat large printed letters.
- D. On each drawing where a professional surveyor and mapper obtains the information, indicate surveyor's name and license number, company name and address, and the phone number.
- E. Design data shall be lined-out. Record data shall be added next to each lined-out design dimension or elevation.
- F. Maintain documents in a clean, dry, legible condition, and in good order. Do not use Record documents for construction purposes.
- G. Make documents available at all times for review by the ENGINEER.
- H. Record information concurrently with construction progress.
- I. Do not conceal any Work until required information is recorded.

1.03 REQUIRED RECORD DRAWING INFORMATION

- A. Drainage
 - 1. Rim/grate elevations on inlets and manholes.
 - 2. Flowline elevations of pipes.
 - 3. Linear distance along pipes from structure to structure.

4. Recalculated pipe slopes based on flowline elevations and distance between structures.
 5. Horizontal location of inlets, manholes and structures based on stationing/coordinate/dimensioning on Drawings.
 6. Top of pipe/bottom of pipe elevations as applicable at all pipe crossings.
- B. Grading
1. Verify all elevations on Drawings.
- C. Roadways
1. Alignment ties for road centerlines at all intersections and horizontal curves (point of curvature and point of tangency).
 2. Horizontal and vertical geometry.
- D. Sanitary Sewer
1. Rim elevation on manholes.
 2. Invert elevation for all pipes in manholes.
 3. Linear distance along pipe from manhole to manhole.
 4. Recalculated pipe slope based on invert elevations and linear distance between manholes.
 5. Horizontal location of manholes based on stationing/coordinates on Drawings.
 6. Stationing of each service wye from sewer nearest manhole and offset distance and stationing of cleanout from sewer main.
 7. Lift station wet well bottom and top elevations, and influent pipe invert elevation. Lift station piping, electrical, and pumping elements.
 8. Finished grade and top of pipe elevations at 100 feet on center along force mains.
 9. Horizontal ties to all force main bends, plugs, tees and valves.
 10. Horizontal tie of force main at 100 feet on center
 11. Invert and finished grade elevations at cleanouts.
 12. Pipe clearances where services cross watermains and storm drainage.
- E. Stormwater Management
1. Top of bank and bottom elevations of retention/detention areas.
 2. Cross section lake side slopes from top of bank to bottom of toe at 200 feet on center.
- F. Watermain
1. Breakaway flange elevation on fire hydrants.
 2. Horizontal ties to all bends, tees, plugs, valves, and hydrants.
 3. Finished grade and top of pipe elevations at 100 feet on center as well as any major changes in direction and/or elevation.
 4. Horizontal location of watermain at 100 feet on center.
 5. Top of pipe or bottom of pipe elevations, as applicable, at all pipe crossings.
 6. Horizontal location of the ends of all service lines.

1.04 SUBMITTALS

- A. Submit two (2) sets of prints of progress Record drawings with each pay application.

- B. No pavement placement until Record drawing information for facilities under pavement is complete, the drawings have been reviewed by the ENGINEER, and facilities under pavement are determined to be acceptable.
- C. Record drawings for the sanitary sewer system are to be reviewed and approved by the ENGINEER prior to pressure testing of force mains, lamping of gravity sewer and start-up of lift stations.
- D. Submit four (4) sets of final Record drawings on paper (drawing size shall match construction drawings) and a CD containing final electronic Record drawings in Autocad (Release 2000 or later) and PDF (formatted to match paper drawing size). Record drawings prepared by surveyor are to be signed and sealed.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

END OF SECTION

SECTION 02050

DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

Work Included

Demolition includes the complete wrecking of structures and the removal and disposal of demolished materials, as shown on the drawings and/or specified.

1.02 JOB CONDITIONS

A. Condition of Structures

The owner assumes no responsibility for the actual condition of structures to be demolished. Demolition drawings are provided for general information. The contractor shall field verify the conditions to be encountered in the work to be performed.

B. Salvage

Items of salvable value to the Owner shall be removed from the structure as the work progresses. Salvaged items must be transported to the locations as directed by the Owner.

C. Explosives

The use of explosives will not be permitted.

D. Traffic

Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

E. Protection

Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

F. Damages

Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 DEMOLITION

A. Pollution Controls

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering the air to the lowest practical level.
2. Comply with governing regulations pertaining to environmental protection.
3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Architect/Engineer. Return adjacent areas to condition existing prior to the start of the work.
4. Demolish concrete and masonry in small sections.

3.02 DISPOSAL OF DEMOLISHED MATERIALS

A. General

1. Remove from the site debris, rubbish, and other materials resulting from demolition operations.
2. Burning will not be permitted on the site.
3. Concrete from sidewalks, curbs, bulkhead caps etc. suitable for recycling will be transported to a licensed recycling business. The Contractor is to make a good faith effort to recycle all disposed and discarded items.

B. Removal

Transport materials removed from demolished structures and dispose of them offsite.

END OF SECTION

SECTION 02232
CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal and disposal of all buildings, timber, brush, stumps, roots, rubbish, debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and all other structures and obstructions necessary to be removed.

1.02 REGULATORY REQUIREMENTS

- A. Conform to all applicable federal, state, and local codes pertaining to the disposal of materials and debris.
- B. Coordinate clearing work with utility companies.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify that existing plant life and features designated to remain are tagged or identified.

3.02 PROTECTION

- A. Protect from damage all utilities that are to remain.
- B. Protect trees, plant growth, understory growth, and features designated to remain as final landscaping.
- C. Protect existing benchmarks, monuments, and other reference points. If disturbed or destroyed, they shall be replaced in their original condition and location by a professional surveyor and mapper licensed in the State of Florida.
- D. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

3.03 CLEARING

- A. Remove and dispose of all trees, stumps, shrubs, grass, roots, and other such protruding objects, and buildings, structures, appurtenances, existing pavement, and other facilities necessary to prepare the area for the proposed construction.

3.04 GRUBBING

- A. Remove roots and other debris in the Work areas to a depth of at least 12 inches below the ground surface.
- B. Plow the surface to a depth of at least 6 inches, and remove all roots thereby exposed to a depth of at least 12 inches.
- C. Completely remove and dispose of all stumps.

3.05 REMOVAL

- A. Abandonment or removal of certain underground pipe or conduits may be shown on mechanical or electrical drawings, and is included under work of those sections. Removal of abandoned underground piping or conduit interfering with construction is included under this Section.
- B. Remove and dispose of existing structures or portions of existing structures specified on the Drawings, or those found within the limits of the area to be cleared and grubbed.
- C. Remove the structures in such a way as to leave no obstructions to any proposed new structures.
- D. Remove and dispose of existing asphalt pavement, Portland cement concrete pavement, sidewalk, curb, and curb and gutter where specified on the Drawings.

3.06 DISPOSAL OF MATERIALS

- A. Dispose of timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing in a legal manner offsite.
- B. Ensure that all hazardous materials and waste are handled and disposed of in accordance with all Local, State and Federal requirements. Submit the name, address and qualifications of the transporter, treatment facility, proposed treatment and disposal methods for ENGINEER's approval prior to transport.

END OF SECTION

SECTION 02316

EXCAVATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation for underground pipelines.

1.02 REGULATORY REQUIREMENTS

- A. CONTRACTOR shall obtain a "Dewatering General Water Use Permit" from the South Florida Water Management District prior to commencing dewatering unless the Work qualifies for a 'No-Notice' authorization as described in Rule 40E-20.302(3) of the Florida Administrative Code.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

- A. CONTRACTOR shall locate existing underground utilities in the area of the Work as construction proceeds. If utilities are to remain in place, provide adequate means of protection.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, notify the ENGINEER immediately. Cooperate with responsible utility companies in keeping respective services and facilities in operation.
- C. Do not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by the respective utility owner.
- D. CONTRACTOR shall sustain in their places and protect from direct or indirect injury all pipes, poles, utilities, walls, buildings, and other structures or property in the vicinity of Work, whether above or below the ground, or that may appear in the trench. CONTRACTOR shall take all risks attendant to the presence or proximity of pipes, poles, walls, buildings, and other structures and property, of every kind and description, in or over his trenches, excavations or in the vicinity of his Work whether above or below the ground and shall be responsible for all damage and assume all expense for direct or indirect injury, caused by his Work, to any of them, or to any person or property by reason of injury to them, whether such structures are or are not shown on the Drawings.

3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, benchmarks, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by excavating operations.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil bearing water runoff or airborne dust to adjacent properties and walkways.
- C. When excavations exceed 5 feet in depth, CONTRACTOR shall meet the Occupational Safety and Health Administration's excavation safety standards 29 C.F.R.s. 1926.650, Subpart P.
- D. Where relocation of existing utilities is noted on Drawings, the CONTRACTOR is to notify appropriate utility companies at the earliest possible date of intent to relocate any of their facilities. It is the CONTRACTOR's responsibility to maintain utility service to users during relocation procedures and to replace the facility to the utility companies' specifications.

3.03 DEWATERING

- A. At all times during construction, provide and maintain proper equipment and facilities to remove all water entering excavations, and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels.
- B. Conduct dewatering in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation. Construct well or sump installations with proper sand filters to prevent drawing of finer grained soil from the surrounding area.
- C. Take all additional precautions to prevent uplift of any structure during construction.
- D. Dispose of water so that flow or seepage back into the excavated area will be prevented. No water from dewatering activities will be allowed to be discharged directly offsite. In addition, the dewatering activity must not impact any onsite or offsite wetlands.
- E. Prevent flotation by maintaining a positive and continuous operation of the dewatering system. If for any reason the dewatering system is found to be inadequate, make additions, changes and replacements, as necessary, to provide a satisfactory system. All damage resulting from failure to properly dewater excavations shall be repaired to the satisfaction of the ENGINEER. Remove the dewatering equipment after the system is no longer required.
- F. Take all necessary precautions to preclude accidental discharge of fuel oil, etc. in order to prevent adverse effects on groundwater quality.

3.04 EXCAVATION

- A. Excavation shall be carried to suitable lines and grades indicated on the Drawings. All irregularities in the bottom of excavations shall be filled to the required level with suitable select backfill and firmly compacted before pipe is laid or foundation and slab are constructed.
- B. Trenches shall be excavated to the lines and grades as indicated on the Drawings. Trenches shall provide continuous and uniform support and bearing for piping and structures.
- C. Rock and other unsuitable material, when encountered, shall be removed to minimum depth of six inches below the pipe or structure and the same depth below the pipe bell.
- D. Material below subgrade deemed unsuitable shall be removed and replaced with clean granular material.
- E. Excavation in the vicinity of adjacent facilities shall be performed by means that will not damage the facilities. Any damage to existing facilities caused by the CONTRACTOR's operations shall be repaired to the satisfaction of the facility's owner at no additional cost to OWNER.
- F. Trench bottom shall be shaped to conform to pipe bells or other shape irregularities of special appurtenances.
- G. Where a trench crosses existing paved areas or roadways which have not been scheduled to be repaved on the Drawings, the paved area shall be saw cut. Ripping of pavement for trenches with excavation equipment will not be allowed.
- H. Satisfactory excavated materials shall be stockpiled until required for backfill. Stockpiles shall be placed, graded and shaped for proper drainage.
- I. Soil materials shall be located and retained away from edges of excavations.
- J. Excess and/or unsatisfactory materials shall be disposed of offsite.

END OF SECTION

SECTION 02323

BACKFILL AND COMPACTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Backfill and compaction for underground pipes and structures.

1.02 REFERENCES

- A. ASTM D1557-02 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. ASTM D2487-00 – Classification of Soils for Engineering Purposes.
- C. ASTM D2922-05 – Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these groups, free of rock or gravel larger than 3 inches in any dimension, debris, waste, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH and PT, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Material placed under and around structures shall be deposited within the lines and to the grades shown on the Drawings, making due allowance for settlement of the material. Material shall be placed on properly prepared surfaces which have been reviewed by the Engineer. If sufficient common fill material is not available from excavation on site, the Contractor shall provide borrow as may be required.

- B. If the compacted surface of any layer of material is determined to be too smooth to bond properly with the succeeding layer, it shall be loosened by harrowing or by another approved method before the succeeding layer is placed.
- C. All backfill materials shall be placed and compacted "in-the-dry". Contractor shall dewater excavated areas as required to perform the Work.

3.02 COMPACTION

- A. Backfill shall be placed in layers not to exceed twelve inches in depth as measured before compaction. Each layer shall be compacted to at least the minimum percentage of a modified proctor (ASTM D1557) specified in the Compaction Scheduled in paragraph 3.03.
- B. Areas adjacent to structures and other confined areas inaccessible to a vibratory roller shall be compacted with a manually operated vibratory compactor.
- C. It is the intention that the fill materials with respect to moisture be used in the condition they are excavated insofar as this is practicable. Material which is too wet shall be spread on the fill area and permitted to dry, assisted by harrowing if necessary, until the moisture content is reduced to allowable limits.
- D. If added moisture is required, water shall be applied by sprinkler tanks or other sprinkler systems which will insure uniform distribution of the water over the area to be treated and give complete and accurate control of the amount of water to be used. If too much water is added the area shall be permitted to dry before compaction is continued.
- E. Supply all hose, piping, valves, sprinklers, pumps, sprinkler tanks, hauling equipment, and all other materials and equipment necessary to place the water on the fill.

3.03 COMPACTION SCHEDULE

<u>Location</u>	<u>Minimum Compaction</u>
Under paved areas	98%
Structures	98%
Under landscaped areas	95%

3.04 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. Unsuitable and surplus excavated materials become the property of the Contractor and are to be removed and disposed of off site.
- B. Suitable excavated material may be used for fill or backfill if it meets these specifications.

3.05 TESTING

- A. Allow testing laboratory to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results from previously completed Work complies with requirements.

- B. Testing agency will test compaction of soils in place according to ASTM D2922.
- C. When testing agency reports that subgrades, fills or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.06 PROTECTION

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

END OF SECTION

SECTION 02630
STORM DRAINAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Storm drainage piping, structures, and accessories.

1.02 RELATED SECTIONS

- A. AASHTO M-196-92 – Corrugated Aluminum Pipe for Sewers and Drains.
- B. AASHTO M 294-06- Corrugated Polyethylene Pipe.
- C. ASTM C76-07 – Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
- D. ASTM C443-05 – Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
- E. ASTM C444-03 – Perforated Concrete Pipe.
- F. ASTM C478-07 – Precast Reinforced Concrete Manhole Sections.
- G. ASTM C507-07 – Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe.
- H. ASTM F477-07 – Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.03 SUBMITTALS

- A. Shop drawings for pre-cast concrete structures.
- B. Supplier's certification for aluminum and concrete pipe.

1.04 QUALITY ASSURANCE

- A. Corrugated polyethylene pipe shall be clearly marked with the manufacturer's name or trademark, nominal size, specification designation, plant designation code, and date of manufacture.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Handle precast concrete structures according to the manufacturer's written rigging instructions.

- B. Verify damage has not occurred in delivery of materials.
- C. Store flexible gasket materials not cemented to the pipe, including joint lubricating compounds, in a cool dry place.

PART 2 PRODUCTS

2.01 CONCRETE PIPE

- A. Round pipe – ASTM C76, Class III, wall type B.
- B. Elliptical Pipe – ASTM C507, Class III.
- C. Perforated Round Pipe – ASTM C444, Class III, Wall B, Type 1 circular perforations.

2.02 CORRUGATED ALUMINUM PIPE

- A. AASHTO M196. Minimum of two annular corrugations formed into each end of the pipe to accommodate a coupling band. Minimum thickness of the metal shall be as specified below:

Nominal Diameter or Equivalent (inches)	Sheet Gauge No.	Mean Thickness of Metal (inches)
15	16	0.060
18	16	0.060
24	16	0.060
30	14	0.075
36	14	0.075
42	12	0.105
48	12	0.105
54	12	0.105
60	10	0.135
66	10	0.135
72	8	0.164

2.03 CORRUGATED POLYETHYLENE PIPE

- A. AASHTO M294, Type S smooth wall interior. Corrugations may only be annular. Bell and spigot joints with a gasket meeting ASTM F477. When perforated pipe is specified on the Drawings, the perforations shall conform to the requirements of Class 1.

2.04 CONCRETE STRUCTURES

- B. ASTM C478.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that excavation base is ready to receive work and excavations, dimensions, and elevations are as indicated on the Drawings.

3.02 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with fill material, lean concrete or other approved material.
- B. Remove large stones or other hard matter which could damage pipe or impede consistent backfilling and compaction.
- C. Excavation of trenches, preparation of trench bottoms, backfilling, and other earthwork in connection with installation of storm sewers shall be in accordance with other applicable sections of these specifications.
- D. Inspect piping before installation to detect apparent defects. Mark defective materials with white paint and promptly remove from site.

3.03 INSTALLATION – PIPE

- A. Pipe shall be protected during storage and handling against impact shocks and free fall. Pipe shall be kept clean at all times.
- B. Lay pipe to slope gradients noted on the Drawings with a maximum variation from true slope of 1/8 inch in 10 feet.
- C. All pipe shall be carefully installed starting at the lowest end, with hubs upgrade and tongue end fully entered into the hub.
- D. Any pipe that is not in true alignment or which shows any settlement after installation shall be taken up and re-installed at no additional cost to OWNER.
- E. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.
- F. Rubber gaskets for concrete pipe joints shall meet the requirements of the 2007 edition of FDOT Standard Specifications for Road and Bridge Construction, Section 942. The gasket and the surface of the pipe joint, including the gasket recess, shall be clean and free from grit, dirt, and other foreign matter at the time the joints are made.
- G. Pipe shall be set firmly, according to the lines and grade; and preparatory to making joints, all surfaces of the portion of the pipe to be jointed shall be thoroughly cleaned. The pipe shall be laid with the groove upstream. A shallow excavation shall be made underneath the pipe at the joint.

- H. Immediately prior to installation of concrete pipe, the entire interior of the groove of the pipe already installed, and the rubber gasket of the pipe to be installed shall be coated with an approved vegetable soap lubricant. The groove and spigot ends shall be cleaned prior to application of the lubricant. The pipe shall then be aligned with the previously installed pipe and the joint pulled together. The joint shall be pulled by the use of interior or exterior pull jacks or winches, anchored by suitable means. The choice of method and type of equipment will depend on trench conditions, type and size of pipe, and its ability to properly seat the gasket. If, while making the joint, the gasket becomes loose and can be seen through the exterior joint recess when the joint is pulled up to within one inch (1") of closure, the pipe shall be removed and the joint remade
- I. Repair concrete pipe lift holes by use of a hand-placed stiff, non-shrink, 1 to 1 mortar of cement and fine sand, after washing out the hole with water. Completely fill the void created by the lift hole with mortar. Cover the repaired area with a 24 inch by 24 inch piece of filter fabric secured to the pipe. Use a Class D filter fabric meeting the requirements shown in Index 199 of the Florida Department of Transportation's Roadway and Traffic Design Standards. Secure the filter fabric to the pipe using a method that holds the fabric in place until the backfill is placed and compacted. Use a grout mixture, mastic, or strapping device to secure the fabric to the pipe.
- J. When shown on the Drawings, seal the ends of the pipe with a masonry plug a minimum of 8 inches in thickness.
- K. Install filter fabric jacket around the first joint of all pipe entering or leaving a drainage structure and at all concrete pipe joints. Use a filter fabric jacket consisting of a piece of woven or non-woven filter fabric which provides an apparent opening size of a No. 70 to No. 100 sieve, 24 inches in width and a length sufficient to provide a minimum overlap of 24 inches. Secure the filter fabric jacket against the outside of the concrete pipe by steel or plastic strapping.

3.04 INSTALLATION – STRUCTURES

- A. Form bottom of excavation clean and smooth to correct elevation.
- B. Establish elevations and pipe inverts for inlets and outlets as indicated.
- C. Mount lid and frame level in grout, secured to top cone and set to the specified elevation.
- D. Where unsuitable material for foundations is encountered, the CONTRACTOR shall excavate the unsuitable material and backfill with suitable material prior to constructing or setting inlets, manholes, and junction boxes.

END OF SECTION

SECTION 02722
AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of the subgrade.
- B. Aggregate base course for asphaltic concrete pavement.

1.02 REFERENCES

- A. AASHTO T180
- B. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010. Hereinafter referred to as the FDOT Specifications.

1.03 FIELD SAMPLES

- A. Deliver a representative load of the rock material to the site for a testing laboratory to sample. Allow sufficient time for test laboratory to analyze before commencing placement on the road. Testing laboratory will determine lab density per AASHTO T180 and the limerock bearing ratio.
- B. Representative load of rock is to remain in stockpile form throughout rock delivery so that ENGINEER can monitor quality of rock material being delivered.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Rock Base: Minimum limerock bearing ratio of 100. At least 97 percent of the material shall pass a 3-1/2 inch sieve and the material shall be graded uniformly down to dust. All crushing or breaking-up which might be necessary in order to meet such size requirement shall be done before the material is placed on the road. Material shall not contain cherty or other extremely hard pieces, or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing, or strength of the rock base.
- B. Stabilizing: Meet the requirements of Section 914 of the FDOT Specifications.

PART 3 EXECUTION

3.01 PREPARATION

- A. Stabilize designated portions of the roadbed to provide a firm and unyielding subgrade having the required bearing value specified on the Drawings. Perform work in accordance with Section 160 of the FDOT Specifications.
- B. Compact subgrade to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T180).

3.02 EXAMINATION

- A. Verify subgrade is ready to receive base material.

3.03 PLACEMENT

- A. Spread the rock uniformly. Remove all segregated areas of fine or coarse rock and replace them with properly graded rock.
- B. After spreading of the base is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend to a depth sufficient to penetrate slightly the surface of the first course.
- C. When the specified thickness of the rock base is greater than 6 inches, construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches.
- D. When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. If the material is deficient in moisture, water will be added and uniformly mixed in by disking the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being compacted. Wetting or drying operations shall involve manipulation of the entire width and depth of the base as a unit. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than ninety-eight (98) percent of the maximum density determined by AASHTO T-180.
- E. Unless otherwise directed by the ENGINEER, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.

3.04 FIELD QUALITY CONTROL

- A. If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact. Perform this Work at no additional expense to the OWNER.
- B. In the presence of the ENGINEER, check the finished surface of the base course with a template cut to the required crown and with a 15-foot straightedge laid parallel to the centerline of the road. Correct all irregularities greater than ¼ inch to the satisfaction of the ENGINEER by scarifying and removing or adding rock as required, and recompact the entire area.

3.05 CORRECTION OF DEFECTS

- A. If at any time the subgrade material should become mixed with the base course material, the CONTRACTOR shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- B. If cracks or checks appear in the base, either before or after priming, which in the opinion of the ENGINEER would impair the structural efficiency of the base course, the CONTRACTOR shall remove such cracks or checks by rescarifying, reshaping, adding base material where necessary and recompacting.

END OF SECTION

SECTION 02743
ASPHALT PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Materials and placement of superpave asphalt concrete.

1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2018. Hereinafter referred to as the FDOT Specifications.

1.03 SUBMITTALS

- A. Asphalt mix design for each asphalt type specified on the Drawings. Mix design shall include the information specified in paragraph 334-3 of the FDOT Specifications.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Primer: Provide cutback asphalt, RC-70 or RC-250 complying with FDOT Specification 916-3.
- B. Tack Coat: RA-500 meeting the requirements of FDOT Specification 916-2.
- C. Superpave Asphalt Concrete: Meets the requirements of Section 334 of the FDOT Specifications.
- D. Leveling Course: Meet the requirements of Section 330-8 of the FDOT Specifications.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Spread the asphalt mixture only when the surface upon which it is to be laid has been previously prepared, is intact, firm, and properly cured, and is dry.
- B. Verify gradients and elevations of base are correct.
- C. Do not begin paving installation without ENGINEER acceptance of the substrate.

- D. Spread the asphalt mixture only when the air temperature in the shade and away from the artificial heat is at least 40°F for layers greater than 1-inch in thickness and at least 45°F for layers 1-inch or less in thickness.

3.02 PREPARATION

- A. Clean the surface of the base or pavement to be covered of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

- B. Where an asphalt mix is to be placed on an existing pavement or old base which is irregular, fill all depressions in the existing surface more than 1 inch deep by spot patching with a leveling course mixture, and then compact them thoroughly. Fill cracks larger than ¼ inch in width with a slurry mixture of sand and emulsion.

C. PRIMER

1. Apply primer over substrate at a uniform rate of not less than 0.15 gallon/square yard for shellrock bases and not less than 0.10 gallon/square yard for limerock bases.
2. Apply to contact surfaces of curbs, gutters, and other cement surfaces.
3. Use clean sand to blot excess primer.

D. TACK COAT

1. Apply tack coat on existing pavements that are to be overlaid.
2. Apply tack coat in accordance with manufacturer's published instructions and FDOT Specifications, Section 300-8.
3. Coat surfaces of manholes, catch basins, and steel frames with oil to prevent bond with asphalt paving. Do not tack coat these surfaces.
4. Apply tack coat at the rate of application between 0.02 to 0.08 gallons per square yard.

3.03 PLACEMENT

- A. Maintain the temperature of the mix at the time of spreading within $\pm 25^{\circ}\text{F}$ of the established mix temperature. ENGINEER will take mix temperatures at an average frequency of one per five trucks. If the temperature fails to fall within the specified tolerance range, take corrective action.

- B. Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered.

- C. Before starting any rolling, check the surface; correct any irregularities; remove all drippings, fat sandy accumulations from the screed, and fat spots from any source and

replace them with satisfactory material. When correcting a depression while the mixture is hot, scarify the surface and add fresh mixture.

- D. Compact mixture in accordance with paragraph 330-10 of the FDOT Specifications.
- E. Obtain a smooth surface on all pavement courses placed and then straightedge all intermediate and final courses with a 15-foot rolling straightedge. Furnish a 15-foot straightedge and make it available at the job site at all times during the paving operation for checking joints and surface irregularities.
- F. Produce a finished surface of uniform texture and compaction with no pulled, torn, or loosened portions and free of segregation, and streaks, sand spots, or ripples.
- G. Upon completion of final surface course ENGINEER will test finished surface with a 15-foot rolling straightedge. Correct all deficiencies in excess of 3/16-inch in accordance with paragraph 330-12 of the FDOT Specifications.
- H. ENGINEER will determine pavement thickness from the depth of core borings. The maximum allowable deficiency in thickness for pavement of a specified thickness of 2½ inches or more is ½ inch. For pavement of a specified thickness of less than 2½ inches is ¼ inch.

3.04 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury for as long as required until accepted by ENGINEER.

END OF SECTION

SECTION 02765
PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Thermoplastic pavement markings.
- B. Reflective paint pavement markings.
- C. Reflective pavement markers.

1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 revision. Hereinafter referred to as the FDOT Specifications.

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with the Contract Documents in a neat and accurate manner.
- B. Equipment shall be of a type and design which will readily obtain the required uniformity of application of the pavement markings both as to thickness of coating and as to alignment.

PART 2 PRODUCTS

2.01 THERMOPLASTIC PAVEMENT MARKINGS

- A. Conform with the requirements of Section 971-5 of the FDOT Specifications.
- B. Set to bear traffic in not more than 2 minutes.

2.02 REFLECTIVE PAINT PAVEMENT MARKINGS

- A. Conform to Section 971-4 of the FDOT Specifications.
- B. Set to bear traffic in not more than 2 minutes.

2.03 REFLECTIVE PAVEMENT MARKERS

- A. Conform to the requirements of Section 970 of the FDOT Specifications. Class B.

PART 3 EXECUTION

3.01 PREPARATION

- A. Do not apply markings within 5 days of pavement placement with the exception of Friction Course which is 30 days.
- B. Prior to applying pavement markings, remove any material that would adversely affect the bond.
- C. Do not apply when winds are sufficient to cause spray dust.
- D. Prior to application of thermoplastic material to Portland cement concrete surfaces, apply a two-part epoxy primer sealer recommended by the manufacturer.
- E. Establish tack points at appropriate intervals for use in aligning markings.
- F. Apply only during daylight hours and, as far as practical, shall be terminated in time to permit sufficient drying by sunset.
- G. The surface which is to be painted shall be cleaned, by compressed air or other effective means, immediately before the start of painting and shall be clean and dry when the paint is applied. Any vegetation or loose soil shall be removed from the pavement before striping begins.
- H. Thoroughly mix paint before pouring into the painting machine. No thinning of the paint in the machine will be allowed at any time. Before the start of each day's work the paint container, the connections, and the spray nozzles on the machine shall be thoroughly cleaned with paint thinner or other suitable cleaner.

3.02 APPLICATION – THERMOPLASTIC

- A. Apply thermoplastic to the pavement by extrusion.
- B. Edges of markings are to be well defined.
- C. Thickness to be at least 90 mils.
- D. Apply reflective glass spheres immediately behind the striping mechanism.

3.03 APPLICATION – REFLECTIVE PAINT

- A. Apply paint to the pavement by spray.
- B. Edges of markings are to be well defined.
- C. Apply paint to attain a minimum wet film thickness of 15 mils.
- D. Apply spheres immediately and uniformly following the paint application.

3.04 APPLICATION – REFLECTIVE PAVEMENT MARKERS

- A. Set reflective pavement markers 1 inch to the left or right of the line.
- B. Apply the adhesive to the bonding surface (not the marker) so that 100 percent of the bonding area of the marker will be covered.
- C. Apply sufficient adhesive to ensure that the marker is pressed down into the adhesive and adhesive will be forced around the perimeter of the marker.
- D. Immediately remove excess adhesive from the bonding surface and the external surface of the marker.

3.05 PROTECTION

- A. Do not allow traffic onto newly painted traffic stripes and markings until they are sufficiently dry to permit vehicles to cross them without damage.
- B. Warning signs shall be set up before the beginning of each operation and extra signs shall be kept well ahead of the application equipment. The equipment shall be so operated that traffic may pass safely. Warning signs are to be placed only where operations are in progress and are to be relocated as often as is necessary.
- C. Erect adequate warning signs, and take necessary precautions for the protection of the wet pavement markings and the safety of the public. Cones, rubber “Z” guards, or similar protective devices, shall be placed along the newly-painted stripe to prevent traffic from crossing the wet paint. Any such devices used shall be of a type that will not cause damage to vehicular traffic in the event that these objects are accidentally passed over.
- D. Any portions of the pavement markings damaged by passing traffic or from any other cause shall be reworked at no additional cost to the OWNER.
- E. If more than 2 percent of the reflective pavement markers fail in adhesion or alignment within the 45 days under traffic, replace all failed markers at no additional cost to the OWNER.

3.06 CORRECTIVE MEASURES

- A. Pavement markings which fail to meet the guidelines, including the permissible tolerances and the appearance requirements, are marred or damaged by traffic or from any other cause shall be corrected at no additional cost to OWNER. Drips and spattered paint shall be removed. Whenever it is necessary to remove paint it shall be done by means which will not damage the underlying surface of the pavement. When necessary to correct a deviation which exceeds the permissible tolerance in alignment, that portion of the strip affected shall be removed and repainted in accordance with these guidelines.
- B. Misalignment, defective surfaces, and the like, shall be corrected by sandblasting or by any other type of mechanical device which will effectively remove the paint without damage to the pavement surface.

3.07 DIMENSION AND ALIGNMENT TOLERANCE

- A. No marking shall be less than the indicated width. No marking shall exceed the indicated width by more than $\frac{1}{2}$ inch.
- B. Corrections of variation in the width of, and the alignment of strips shall not be made abruptly but the stripes should be returned to the design width at the rate of at least 10 feet for each $\frac{1}{2}$ inch of correction.
- C. Where a stripe deviates from the correct alignment, as indicated by the string line, by more than one inch in any 20 foot length, it shall be obliterated and the stripe corrected.

END OF SECTION

SECTION 02770

CURBS, DRIVEWAYS AND SIDEWALKS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Portland cement concrete curbs, driveways, and sidewalks.

1.02 REFERENCES

- A. ASTM C309-03 – Liquid Membrane-Forming Compounds for Curing Concrete.
- B. ASTM D1557-02 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- C. ASTM D1751-04 – Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

1.03 SUBMITTALS

- A. Concrete mix design.

PART 2 PRODUCTS

2.01 CONCRETE

- A. 28 day minimum compressive strength of 2500 PSI. Type II Portland Cement. Minimum cement content of 400 lb/cy of concrete. Maximum water cement ratio of 0.66 lb/lb. Slump range of 0-6 inches.

2.02 PRE-MOLDED JOINT FILLER

- A. Asphalt impregnated fiberboard conforming to ASTM D1751.

2.03 MEMBRANE CURING COMPOUND

- A. ASTM C309, Type 2, Class A

PART 3 EXECUTION

3.01 PREPARATION

- A. Compact subgrade to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T180).
- B. Dampen subgrade.

3.02 PLACEMENT

- A. Place the concrete in the forms, and tamp and spade it to prevent honeycombing, and until the top of the concrete can be floated smooth and the edges rounded to the radius shown on the Drawings.

3.03 JOINTS

- A. Saw contraction joints as soon as the concrete has hardened to the degree that excessive raveling will not occur and before uncontrolled shrinkage cracking begins.
- B. Construct contraction joints for curb at intervals of 10 feet except where closure requires a lesser interval, but do not allow any section to be less than 4 feet in length. Construct contraction joints for sidewalks and driveways at intervals specified on the Drawings.
- C. Construct expansion joints in curb at all inlets, at all radius points, and at other locations as specified on the Drawings. Ensure that the joint is ½ inch in width. Construct expansion joints for sidewalks and driveways at intervals and locations specified on the Drawings.

3.04 FINISHING

- A. Fill minor defects with mortar composed of one part Portland cement and two parts fine aggregate.
- B. Finish exposed surfaces while the concrete is still green.
- C. Curb is to have a brush finish.
- D. Sidewalk and driveways are to have a broom finish. Strike-off concrete perpendicular to forms.
- E. Finish the edge of driveways and sidewalks with an edging tool having a radius of ½ inch.

3.05 CURING

- A. Continuously cure concrete for a period of at least 72 hours. Commence curing after completely finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface.

B. Cure concrete using one of the following methods:

1. Wet Burlap: Cover entire exposed surface with wet burlap and keep it thoroughly wet throughout the curing period.
2. Membrane Curing Compound: Apply curing compound over the entire concrete surface in a single coat continuous film at a uniform coverage rate of at least 200 square feet per gallon.
3. Polyethylene Sheeting: Place polyethylene sheeting over the entire exposed surface of the concrete. Hold the sheeting securely in place and in continuous contact with the concrete at all times.

END OF SECTION

SECTION 02924

SODDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, placing, and maintaining grass sod.

PART 2 PRODUCTS

2.01 SOD

- A. Argentine bahia grass unless noted otherwise on the Drawings. Sod need to match existing.
- B. Taken up in commercial-size rectangles, preferably 12 by 24 inch or larger. Minimum thickness of 2 inches.
- C. Sufficiently thick to secure a dense stand of live grass. Live, fresh, and uninjured, at the time of planting. Have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. Free of noxious weeds and seeds. Keep shaded and moist from the time it is dug until it is planted. Plant as soon as possible after being dug. No sod that has been cut for more than 72 hours shall be used.

2.02 STAPLES

- A. Black iron wire not smaller than 14 gauge, and bent from a length of wire at least 25 inches long into a "U" with 1-inch width at the crown.

2.03 WATER

- A. Free of excess and harmful chemicals, acids, alkalis, or any substance that is harmful to plant growth.

PART 3 EXECUTION

3.01 PREPARATION OF GROUND

- A. Scarify or loosen areas requiring sod to a depth of 6 inches.
- B. Remove all loose rock, woody material, and other obstructions that will interfere with sodding.
- C. Eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual.

- D. Limit preparation to those areas that can be sodded within 72 hours after preparation.
- E. ENGINEER to review finished grading prior to placement of sod.
- F. Prior to sodding, thoroughly water areas and allow water to percolate into soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

3.02 PLACING SOD

- A. Place sod immediately after ground preparation.
- B. Do not sod when weather and soil conditions are unsuitable for proper results.
- C. Do not place sod on eroded or washed out sites.
- D. Place sod on prepared surface, with edges in close contact. Do not stretch or overlap sod pieces.
- E. Lay sod strips in a staggered pattern with snug, even joints. All joints shall be butted tight to prevent voids.
- F. Place sod to the edge of all paving and shrub areas and 1 inch below adjoining pavement.
- G. Place sod parallel with the roadway.
- H. Roll or tamp sod to insure solid contact of root mat and soil surface.
- I. Where sodding in drainage ditches, the soil shall be evenly graded to a line 2 inches below the elevation shown on the Drawings. Stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a feather edge effect.
- J. When slopes are greater than 3:1, securely anchor sod to the soil by pinning with staples. Pin every 3 feet along each strip of sod.

3.03 WATERING

- A. Thoroughly water sod immediately after placing. Provide a minimum of ½ inch of water.
- B. The rate of application for irrigation water shall not exceed ¾ inch per hour and the distribution pattern will not be such as to create an erosive condition at the site.
- C. Keep sod in a moist condition until Substantial Completion.

3.04 MAINTENANCE

- A. Maintain sodded areas in a condition satisfactory to the ENGINEER until Substantial Completion. This includes, but is not limited to, watering, weeding, mowing, and repair of washed or eroded areas.

END OF SECTION



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January 24, 2020

**SUBMITTAL TO TOWN OF LAKE PARK
1600 FLAGLER BLVD DRAINAGE IMPROVEMENTS**

Richard Scherle
Town of Lake Park
Dept. of Public Works
Lake Park, FL

**Re: Drainage Pipe Improvements
Town of Lake Park, Florida
Engenuity Group Project No. 18187.16**

Dear Mr. Scherle:

Please see enclosed one set of the construction documents consisting of engineering plans and a project manual with specifications.

Thank you very much and please let me know if you have any questions or other comments.

Sincerely,

Adam Swaney, PE
Project Manager

ENGINEERING PLANS FOR 1600 FLAGLER BLVD STORMWATER IMPROVEMENTS

JANUARY 2020

PREPARED FOR:
TOWN OF LAKE PARK



DRAWING INDEX:

- 1 COVER SHEET
- 2 PRELIMINARY ENGINEERING PLAN
- 3 DETAILS



Know what's below.
Call before you dig.

NO.	DESCRIPTION	DATE

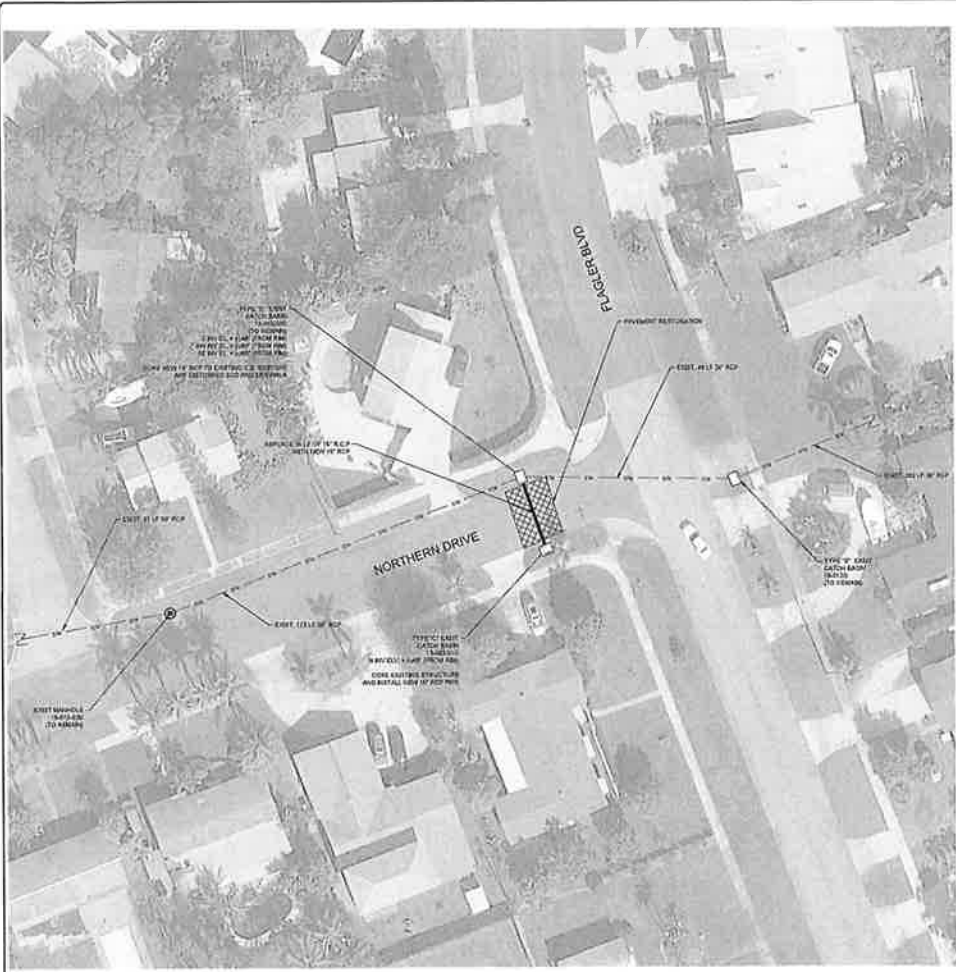
Professional Engineer
No. 123456789
State of Florida
Professional Seal
Date: 01/15/2020
Project No. 18187.16

1600 FLAGLER BLVD DRAINAGE IMPROVEMENTS
1800 FLAGLER BLVD
TOWN OF LAKE PARK, FLORIDA
COVER



NO.	DESCRIPTION	DATE
1	COVER SHEET	
2	PRELIMINARY ENGINEERING PLAN	
3	DETAILS	

18187.16



LEGEND

PROPOSED

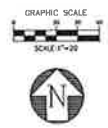
- PAVEMENT RESTORATION
- STORM
- CATCH BASIN
- MINOR

EXISTING

- STORM
- CATCH BASIN
- MINOR

GENERAL NOTES

- NO SURVEY WILL BE OBTAINED. THEREFORE CONTRACTOR IS TO VERIFY ALL EXISTING UTILITIES AND DRAINAGE LINES.
- PRELIMINARY SURVEY ON THIS PLAN USE SURVEYOR'S WALLS OBTAINED AT A FIELD USE CONTRACTOR TO FIELD VERIFY EXISTING AND TOPOGRAPHIC ELEVATIONS.
- CONTRACTOR TO RESTORE ANY DISTURBED SIDEWALK, SOIL, PAVEMENT AREAS TO EXISTING CONDITIONS OR BETTER.
- ALL EXISTING STORMS SHALL BE RESTORED PERM AND WATER EXISTING UNLESS NOTED OTHERWISE.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
- FINISHED GRADE AT EDGE OF NEW PAVEMENT SHALL BE 1/8" ABOVE EDGE OF EXISTING CONCRETE PAVED CURB.
- MINOR GRADING THROUGH WORK AREA DURING CONSTRUCTION.
- FINISHED GRADES SHALL MATCH EXISTING UNLESS OTHERWISE NOTED.
- EXISTING ALL UNDERGROUND UTILITIES ARE SHOWN ON PLAN.
- LANDSCAPE AREAS TO BE RESTORED TO ORIGINAL CONDITION.
- CONTRACTOR TO PROVIDE MAINTENANCE OF TRAFFIC PLAN (SLOT) PREPARED BY AN ATSSA CERTIFIED PREPARER PRIOR TO COMMENCING WORK.
- CONTRACTOR SHALL LOCATE EXISTING UNDERGROUND UTILITIES IN THE AREA OF THE WORK AS CONSTRUCTION PROCEEDS. UTILITIES ARE TO BE MARKED IN PLACE. PROVIDE ADEQUATE MEANS OF PROTECTION.
- PROTECT EXISTING UTILITIES, REINFORCEMENTS, PAVEMENTS, BRICKWORK AND OTHER FACILITIES FROM DAMAGE CAUSED BY RETURBMENT, LATERAL MOVEMENT, UNDERMINING, VIBRATION, AND OTHER HAZARDS CREATED BY CONSTRUCTION OPERATIONS.



DATE	DESCRIPTION

Contractor shall be responsible for obtaining all necessary permits from the appropriate local, state, and federal agencies. The contractor shall be responsible for obtaining all necessary permits from the appropriate local, state, and federal agencies.

1600 FLAGLER BLVD DRAINAGE IMPROVEMENTS
1600 FLAGLER BLVD
TOWN OF LAKE PARK, FLORIDA
ENGINEERING PLAN

engenuity
 GROUP, INC.
 2075 LAKE PARK BLVD, SUITE 100
 LAKE PARK, FLORIDA 33413
 PHONE: (407) 881-1111
 FAX: (407) 881-1112
 WWW: WWW.ENGUINITYGROUP.COM

DATE	ISSUE



PROJECT MANUAL

1600 FLAGLER BLVD
DRAINAGE PIPES REPAIRS

TOWN OF LAKE PARK

JANUARY 2020



ENGENUITY GROUP, INC.
1280 N CONGRESS AVE, SUITE 101
WEST PALM BEACH, FL 33409
(561) 655-1151

PROJECT NO.18187.16

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DRAWINGS TABLE OF CONTENTS

The Drawings which form a part of the Contract Documents and show the Work to be performed are as follows:

<u>Drawing Title</u>	<u>Date</u>	<u>No. of Sheets</u>
Paving, Grading, and Drainage Plan and Details	January, 2020	3

SECTION 01000

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall furnish all labor, superintendence, quality control, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary and proper for performing and completing the Work. CONTRACTOR shall perform and complete the Work in the manner best calculated to promote scheduled construction consistent with safety of life and property and to the satisfaction of the OWNER, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the Work, maintain it during construction, and pay all costs incidental thereto. CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
- B. The cost of incidental Work described in these General Requirements, for which there are no specific Contract items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract items. No additional payment will be made therefore.
- C. The CONTRACTOR shall provide and maintain such modern plant, tools, and equipment as may be necessary in the opinion of the ENGINEER, to perform in a satisfactory and acceptable manner all the Work required by the Contract. Only equipment of established reputation and proven efficiency shall be used. The CONTRACTOR shall be solely responsible for the adequacy of workmanship, materials and equipment, prior approval of the ENGINEER notwithstanding.

1.02 MOBILIZATION

- A. Perform preparatory Work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and other facilities. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials.
- B. When the Bid Form includes a separate pay item for Mobilization, partial payments will be made therefore in accordance with the following:

<u>Percent of Contract Amount Earned</u>	<u>Allowable Percent of the Contract Lump Sum Price for the Item</u>
5	25
10	50
25	75
50	10

- C. When the Bid Form does not include a separate item for Mobilization, all Work and incidental costs specified as being covered in this paragraph will be included for payment under the several scheduled items of the overall Contract and no separate payment will be made therefore.

1.03 MAINTENANCE OF TRAFFIC

- A. Prepare and submit a Maintenance of Traffic Plan for review. A professional engineer licensed in the State of Florida shall prepare the plan.
- B. CONTRACTOR shall be responsible to maintain traffic control through the work area for the duration of construction. Provide access to residence, businesses, etc., that are located in the temporary traffic control zone. Provide traffic control devices that are on the Florida Department of Transportation's "Qualified Product List".

1.04 PROVISIONS FOR CONTROL OF POLLUTION

- A. Sufficient precautions shall be taken during construction to prevent the run-off of polluting substances such as silt, clay, fuels, oils, bitumen's or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State of Florida. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 29 nephelometric turbidity units (NTU) above background unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion. Erosion evident within the limits of construction or other areas affected by the CONTRACTOR shall be the responsibility of the CONTRACTOR.
- B. CONTRACTOR shall prepare a Pollution Prevention Plan, submit it to the ENGINEER for review, and implement the plan prior to commencing Work on the site. The plan must include the following:
 - 1. A site evaluation of how and where pollutants may be mobilized by stormwater.
 - 2. A plan for managing stormwater runoff.
 - 3. Identification of appropriate erosion and sediment controls and stormwater best management practices to reduce erosion, sedimentation, and stormwater pollution.
 - 4. A maintenance and inspection schedule.
 - 5. A record keeping process.
 - 6. Identification of stormwater exit areas.
- C. Fill out a Notice of Intent form (FDEP Form 62-621.300(4)(b)) and submit it to the Florida Department of Environmental Protection.

1.05 PROGRESS SCHEDULE

- A. Prepare a construction progress schedule covering all the Work involved in the Contract. This includes submittal and approval of Shop Drawings on critical items, fabrication and delivery of identifiable materials and equipment, specific items or Work in the scope,

interfaces required with other contracts that may be part of an overall project, and specific dependencies upon acts or activities of parties not under the control of CONTRACTOR.

- B. The Bar Graph Method or Critical Path Method are acceptable for scheduling construction activity.
- C. Progress schedule shall be updated monthly and submitted to ENGINEER with progress payment applications.

1.06 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Submit at least eight (8) copies of all required Shop Drawings, product data and samples for ENGINEER's review.
- B. Shop Drawings, product data, samples and transmittal letters pertaining thereto shall be identified with the title of the project, submission date, and the CONTRACTOR's acknowledgement that he has reviewed them and found them acceptable.
- C. Notify ENGINEER in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- D. The review and approval of shop drawings, samples or product data by the ENGINEER shall not relieve the CONTRACTOR from his/her responsibility with regard to the fulfillment of the terms of the Contract Documents. All risks of error and omission are assumed by the CONTRACTOR and the ENGINEER will have no responsibility therefore.

1.07 BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER

- A. Boring logs, other reports and Drawings utilized by ENGINEER, if enclosed, are provided for CONTRACTOR's information and are not a part of the Contract Documents. There is no technical data in the boring logs, other reports or Drawings that should be relied on by the CONTRACTOR.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 CONSTRUCTION STAKING

- A. The baselines and benchmarks for primary control, necessary to establish lines and grades needed for construction are shown on the Drawings. These baselines and benchmarks shall be used as the origin of all surveys, layouts and measurements to establish construction lines and grades. CONTRACTOR shall take all necessary precautions to prevent the loss or damage of primary control points. Any stakes and/or

control points lost or damaged by construction activity will be re-established by CONTRACTOR at no additional expense to OWNER.

- B. Construction staking shall be performed by a professional surveyor and mapper licensed in the State of Florida.

3.02 PROTECTION/ADJUSTMENT OF UTILITIES

- A. Utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the OWNER, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the Work.
- B. CONTRACTOR shall protect all utility installations and structures from damage during Work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the utility owner. The CONTRACTOR shall so arrange operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the CONTRACTOR. All existing public utilities damaged by the CONTRACTOR which are shown on the Drawings or have been located in the field by the utility owner shall be repaired by the CONTRACTOR.
- C. Public utility installations or structures owned or controlled by the OWNER or other governmental body, which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the CONTRACTOR shall be included in the prices bid for the various contract items. No separate payments shall be made therefore.
- D. Where public utility installations or structures owned or controlled by the OWNER or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when in the opinion of the ENGINEER, removal, relocation, replacement or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the ENGINEER, for the CONTRACTOR to accomplish. If such Work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such Work is accomplished by the CONTRACTOR, it will be in accordance with the General and Supplementary Conditions.
- E. CONTRACTOR shall give written notice to OWNER and governmental utility departments and other owners of public utilities of the location of the proposed construction operations, at least seventy-two (72) hours in advance of breaking ground in any area or on any unit of the Work.
- F. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the CONTRACTOR as herein provided, shall be done by methods approved by the utility owner.

3.03 FIELD OBSERVATIONS AND TESTING

- A. Field observations will be performed by ENGINEER and all field testing of materials will be performed by an independent testing laboratory. The cost of passing tests will be paid by OWNER. Failing tests shall be paid by the CONTRACTOR.
- B. For tests specified to be made by the CONTRACTOR (for equipment/material prior to delivery to the project site), the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the ENGINEER as a prerequisite for the acceptance of any material or equipment.
- C. If, in the making of any test of any material, it is ascertained by the ENGINEER that the material does not comply with the Contract, the CONTRACTOR will be notified thereof and will be directed to refrain from delivering said material, or to remove it promptly from the site or from the Work and replace it with acceptable material, without additional cost to the OWNER.
- D. The CONTRACTOR shall be fully responsible for the proper operation of material during tests and construction periods and shall neither have nor make any claim for damage that may occur to material prior to the time when the OWNER formally takes over the operation thereof.
- E. CONTRACTOR is responsible for scheduling field testing.

3.04 SALVAGE MATERIAL

- A. All salvageable material and equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, shall remain the property of the OWNER and shall be turned over to him. All material and equipment not in salvageable condition as determined by the ENGINEER, shall be disposed of by the CONTRACTOR in a legal manner at the Contractor's expense. The actual storage site for salvageable material will be designated by the OWNER.

3.05 STARTING OF SYSTEMS

- A. Electrical equipment shall not be energized, or placed in service, nor shall mechanical equipment be operated by the CONTRACTOR until approved by the OWNER and ENGINEER. Such approval shall be granted only after all interested parties have been duly notified, have given approval for placing the equipment in service, and all interested parties are present or waived their right to be present. The CONTRACTOR shall notify the OWNER and ENGINEER as far in advance as possible of the dates that various items and equipment will be completed and ready for start-up.

3.06 CLEANING

- A. During construction of the Work, the CONTRACTOR shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the ENGINEER, such material, debris, or rubbish constitutes a nuisance or is objectionable.

- B. At the conclusion of the Work, all tools, temporary structures and materials belonging to the CONTRACTOR shall be promptly taken away and CONTRACTOR shall remove and promptly dispose of all rubbish or any other foreign materials. The CONTRACTOR shall thoroughly clean all material installed and shall deliver such materials undamaged in a clean and new condition.

END OF SECTION

SECTION 01456

FIELD TESTING OF MATERIALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Field testing of compaction of backfill, embankment, pavement subgrade, and pavement base.
- B. Sampling and testing concrete strength and slump.
- C. Sampling and analysis of asphalt for paving.

1.02 SUBMITTALS

- A. Two certified copies of the laboratory report to ENGINEER.
- B. Reports shall include date issued, project title and number, name of inspector, date and time of sampling/inspection, standard designation of the test method and work performed, ambient conditions at the time of sampling, appropriate retest recommendation, identification of product and specifications section, location in the project, type of inspection or test, date of tests, and conformance with Contract Documents.

1.03 QUALIFICATIONS

- A. Test laboratory accredited by the Construction Materials Engineering Council, Inc.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 COORDINATION

- A. Cooperate with laboratory personnel, and provide access to the work and to manufacturer's facilities.
- B. Provide incidental labor and facilities to provide access to work to be tested to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and cutting of test samples.
- C. Notify laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

3.02 TESTING FREQUENCY

- A. Wastewater Systems
 1. Manholes – check compaction of backfill at 2 foot vertical intervals beginning 2 feet above the bottom of the manhole.
 2. Gravity Main – check compaction of backfill at 200 foot intervals beginning 1 foot above the top of the pipe and then every 200 feet thereafter.
 3. Force Main – check compaction of backfill 1 foot above the top of the pipe at 200 foot intervals horizontally.

- B. Water Systems
 1. Water Mains – check compaction of backfill 1 foot above the top of the pipe at 200 foot intervals horizontally.

- C. Drainage Systems
 1. Structures – check compaction of backfill at 2 foot vertical intervals beginning 2 feet above the bottom of the structure.
 2. Pipe – check compaction of backfill beginning at the springline and then at 2 foot vertical intervals and 200 foot horizontal intervals.

- D. Roadways
 1. Subgrade – check compaction at 200 foot intervals.
 2. Stabilized Subgrade – check compaction at 200 foot intervals.
 3. Curb and Gutter – check compaction at 300 foot intervals but stagger from one side of the road to the other. Check concrete slump and obtain a set of test cylinders every 800-1000 feet.
 4. Base Rock – analyze material when it is delivered to the site for compliance with the specifications. Check compaction at 300 foot intervals but alternate left side to right side.
 5. Asphalt – verify asphalt temperature.

END OF SECTION

SECTION 01573

STORMWATER POLLUTION PREVENTION PLAN

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Precautions to be taken during construction to prevent the run-off of polluting substances such as silt, clay, fuels, oils, bitumens, or other polluting materials harmful to humans, fish, or other life.
- B. Inspections and maintenance of the controls to prevent the run-off of polluting substances.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EROSION AND SEDIMENT CONTROL MEASURES

- A. Excavation of water management facilities should occur immediately after clearing and grubbing to serve as a sediment trap or catchment for stormwater runoff from exposed soils.
- B. Construct perimeter berm or grade site to prevent off-site discharge of stormwater runoff.
- C. Place silt fences or hay bales to contain erosion in areas prone to stormwater runoff erosive velocities.
- D. Protect each inlet that may receive runoff from the construction site with silt fence/filter fabric staked in place.
- E. Install turbidity screens within the receiving body before commencement of bank improvements and outfall installations.
- F. Take all reasonable precautions to control dust and unconfined particulate matter. The application of water is an acceptable dust suppressant on roadways, stockpiles, and any other areas within the project boundaries. Dust suppressant water shall be applied in such a manner so as not to produce excess runoff and erosion.
- G. Turbidity in receiving water shall not be increased more than 29 nephelometric turbidity units (NTU) above background.

- H. Take precautions in the use of construction equipment to prevent operations which promote erosion.

3.02 OTHER CONTROLS AND MATERIAL MANAGEMENT PRACTICES

- A. Fertilizers – Apply fertilizers only in the minimum amount recommended by the manufacturer. If stored onsite, provide covered storage. Transfer the contents of any partially used bags of fertilizer to a sealable container to avoid spills.
- B. Hazardous Waste – Dispose of in a manner specified by local or State regulations.
- C. Noise – Minimize noise caused by the operation of equipment. Abide by all local regulations covering noise control.
- D. Odors – Do not cause objectionable odors to be generated.
- E. Offsite Vehicle Tracking - Provide a rock construction entrance to reduce vehicle tracking of sediments. Dump trucks hauling material from the construction site shall be covered with a tarpaulin.
- F. Open Burning - No open fires or burning of materials other than vegetative land clearing debris. Obtain prior approval to burn from the local authority and applicable Fire Marshall.
- G. Paints - All containers shall be tightly sealed and stored when not required for use. Excess paint shall not be discharged to the storm sewer system, but will be properly disposed of according to the paint manufacturer's instructions and State or local regulations.
- H. Pesticides and Herbicides - Any pesticide and herbicide usage will be by State licensed applicators.
- I. Petroleum Products - Monitor onsite vehicles and tanks for leaks. They shall receive regular preventive maintenance to reduce the chance of leakage. Store petroleum products in tightly sealed containers, which are clearly labeled. Use asphalt substances according to the manufacturer's recommendations. Provide secondary containment for all above ground fuel tanks.
- J. Sanitary Waste - Collect all sanitary waste from the portable units at least twice per week.
- K. Waste Materials - Collect and store all waste materials in a securely covered metal dumpster provided by a licensed solid waste management company. Deposit all trash and construction debris from the site in the dumpster. The dumpster is to be emptied as needed so there is no overflow. Haul trash to a State approved landfill facility.

3.03 MAINTENANCE / INSPECTION PROCEDURES

- A. Inspect all control measures at least once per week and following any storm event of 0.5 inches or greater.
- B. Maintain all measures in good working order. If a repair is necessary, it must be initiated within 24 hours of the onsite inspection report.

- C. Remove built up sediment from silt fence when it has reached one-third the height of the fence.
- D. Inspect silt fence for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- E. Prepare a maintenance inspection report after each inspection. A copy of the report form to be completed by the inspector is found at the end of this Section.
- F. The CONTRACTOR shall designate a qualified person to be responsible for inspections, maintenance and repair activities, and completing the inspection and maintenance reports.
- G. Non-stormwater discharges are permissible provided that discharge does not cause erosion or create turbidity within the receiving body and are in compliance with regulatory requirements. These discharges may include water line flushing, fire fighting activities, fire hydrant flushing, dust control, irrigation drainage, air conditioning condensation, and water used to spray off loose solids from vehicles.

END OF SECTION

SECTION 01700

PROJECT CLOSE OUT

PART 1 GENERAL

1.01 DESCRIPTION

- A. The items listed in this Section shall not be considered as a complete listing and shall in no way limit requirements that may be stated in other parts of the Contract Documents, but rather should be considered as an aid in preparing for final inspection and project close out.

1.02 BASIC REQUIREMENTS PRIOR TO SUBSTANTIAL COMPLETION

- A. Punch List: The following items shall be completed prior to request for final inspection.
 - 1. All general construction completed and the project components shall be clean.
 - 2. All mechanical and electrical work substantially complete, fixtures in place, connected, cleaned and ready for use.
 - 3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
 - 4. All painting shall be completed, all signs installed.
 - 5. All surfaces, glass and metal work shall be cleaned.
 - 6. All finish hardware and furniture shall be installed.
 - 7. Project site shall be cleared of the Contractor's equipment and/or building supplies. All temporary structures and construction shall be removed.
 - 8. All landscaping and sod planted and in place.
 - 9. All signs and striping mounted, replaced and installed.
- B. Record Drawings: The project record drawings shall be submitted by the Contractor for all structural work, paving, drainage, water, wastewater and any other construction done under this contract.

1.03 BASIC REQUIREMENTS PRIOR TO FINAL COMPLETION

- A. All of the above items for Substantial Completion shall be complete; in addition, the punch list items noted at the time of substantial completion shall have been corrected and the work completed.

- B. Warranties: Furnish all manufacturers' warranties and maintenance manuals for all equipment. For corrective work during the warranty period, submit a complete list of contact persons and phone numbers for General Contractor and all Subcontractors.
- C. Guarantees and Bonds: Furnish the following written guarantees and bonds, in duplicate, signed by an authorized representative of manufacturer, supplier and/or subcontractor in accordance with the General Conditions, Supplementary General Conditions and the technical sections of the specifications.
- D. Keys and Special Wrenches: All keys and special wrenches shall be tagged with the room number or with designed use and turned over to the Owner.
- E. Maintenance Materials: Deliver to the Owner, prior to final completion of the work, maintenance materials (extra stock) as required in the technical sections of the specifications.
- F. Manuals and Instructions:
 - 1. Deliver to the Owner, prior to final completion of the work, three bound copies of maintenance and instruction manuals customarily supplied by manufacturers for items incorporated in this work and as set forth in the General Requirements for Mechanical and Electrical work.
 - 2. Contractor and subcontractors shall provide hands on demonstrations and verbal instructions for the proper operation and maintenance of appliances, machines and equipment to the Owner or their designated representative.
 - 3. Arrange, with the Owner, an appointment for specific time to give demonstrations and instructions.
- G. Listing of Equipment: A tabular listing shall be presented to the Engineer prior to Final Completion of the project and prior to final payment, which shall include all plumbing, mechanical, electrical and special equipment by name, manufacturer, model number and serial number of each item provided.
- H. Affidavits: Provide affidavits prior to final payment as follows:
 - 1. Affidavit that all work has been properly paid for and all obligations for payment to material suppliers, subcontractors, etc. have been satisfied (A.I.A. Form G-706).
 - 2. Consent of Surety (A.I.A. Form G-707).
 - 3. Release and Waivers of Liens (A.I.A. Form G-706A).

END OF SECTION

SECTION 01788

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Obtaining and recording Record information to indicate changes in project conditions, locations, dimensions, elevations, materials, sizes, configurations, and any other deviations from the original Contract Documents.
- B. Submittal of Record information.

1.02 MAINTENANCE

- A. ENGINEER will provide CONTRACTOR with an electronic set of the construction drawings in Autocad (Release 2000 or later) and PDF for marking Record information on.
- B. All elevations and site dimensions are to be verified by a professional surveyor and mapper licensed in the State of Florida and recorded on the Record drawings.
- C. Label each drawing in the lower right corner "RECORD DRAWING" in neat large printed letters.
- D. On each drawing where a professional surveyor and mapper obtains the information, indicate surveyor's name and license number, company name and address, and the phone number.
- E. Design data shall be lined-out. Record data shall be added next to each lined-out design dimension or elevation.
- F. Maintain documents in a clean, dry, legible condition, and in good order. Do not use Record documents for construction purposes.
- G. Make documents available at all times for review by the ENGINEER.
- H. Record information concurrently with construction progress.
- I. Do not conceal any Work until required information is recorded.

1.03 REQUIRED RECORD DRAWING INFORMATION

- A. Drainage
 1. Rim/grate elevations on inlets and manholes.
 2. Flowline elevations of pipes.
 3. Linear distance along pipes from structure to structure.

4. Recalculated pipe slopes based on flowline elevations and distance between structures.
 5. Horizontal location of inlets, manholes and structures based on stationing/coordinate/dimensioning on Drawings.
 6. Top of pipe/bottom of pipe elevations as applicable at all pipe crossings.
- B. Grading
1. Verify all elevations on Drawings.
- C. Roadways
1. Alignment ties for road centerlines at all intersections and horizontal curves (point of curvature and point of tangency).
 2. Horizontal and vertical geometry.
- D. Sanitary Sewer
1. Rim elevation on manholes.
 2. Invert elevation for all pipes in manholes.
 3. Linear distance along pipe from manhole to manhole.
 4. Recalculated pipe slope based on invert elevations and linear distance between manholes.
 5. Horizontal location of manholes based on stationing/coordinates on Drawings.
 6. Stationing of each service wye from sewer nearest manhole and offset distance and stationing of cleanout from sewer main.
 7. Lift station wet well bottom and top elevations, and influent pipe invert elevation. Lift station piping, electrical, and pumping elements.
 8. Finished grade and top of pipe elevations at 100 feet on center along force mains.
 9. Horizontal ties to all force main bends, plugs, tees and valves.
 10. Horizontal tie of force main at 100 feet on center
 11. Invert and finished grade elevations at cleanouts.
 12. Pipe clearances where services cross watermains and storm drainage.
- E. Stormwater Management
1. Top of bank and bottom elevations of retention/detention areas.
 2. Cross section lake side slopes from top of bank to bottom of toe at 200 feet on center.
- F. Watermain
1. Breakaway flange elevation on fire hydrants.
 2. Horizontal ties to all bends, tees, plugs, valves, and hydrants.
 3. Finished grade and top of pipe elevations at 100 feet on center as well as any major changes in direction and/or elevation.
 4. Horizontal location of watermain at 100 feet on center.
 5. Top of pipe or bottom of pipe elevations, as applicable, at all pipe crossings.
 6. Horizontal location of the ends of all service lines.

1.04 SUBMITTALS

- A. Submit two (2) sets of prints of progress Record drawings with each pay application.

- B. No pavement placement until Record drawing information for facilities under pavement is complete, the drawings have been reviewed by the ENGINEER, and facilities under pavement are determined to be acceptable.
- C. Record drawings for the sanitary sewer system are to be reviewed and approved by the ENGINEER prior to pressure testing of force mains, lamping of gravity sewer and start-up of lift stations.
- D. Submit four (4) sets of final Record drawings on paper (drawing size shall match construction drawings) and a CD containing final electronic Record drawings in Autocad (Release 2000 or later) and PDF (formatted to match paper drawing size). Record drawings prepared by surveyor are to be signed and sealed.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION (not used)

END OF SECTION

SECTION 02050

DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

Work Included

Demolition includes the complete wrecking of structures and the removal and disposal of demolished materials, as shown on the drawings and/or specified.

1.02 JOB CONDITIONS

A. Condition of Structures

The owner assumes no responsibility for the actual condition of structures to be demolished. Demolition drawings are provided for general information. The contractor shall field verify the conditions to be encountered in the work to be performed.

B. Salvage

Items of salvable value to the Owner shall be removed from the structure as the work progresses. Salvaged items must be transported to the locations as directed by the Owner.

C. Explosives

The use of explosives will not be permitted.

D. Traffic

Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

E. Protection

Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

F. Damages

Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 DEMOLITION

A. Pollution Controls

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering the air to the lowest practical level.
2. Comply with governing regulations pertaining to environmental protection.
3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Architect/Engineer. Return adjacent areas to condition existing prior to the start of the work.
4. Demolish concrete and masonry in small sections.

3.02 DISPOSAL OF DEMOLISHED MATERIALS

A. General

1. Remove from the site debris, rubbish, and other materials resulting from demolition operations.
2. Burning will not be permitted on the site.
3. Concrete from sidewalks, curbs, bulkhead caps etc. suitable for recycling will be transported to a licensed recycling business. The Contractor is to make a good faith effort to recycle all disposed and discarded items.

B. Removal

Transport materials removed from demolished structures and dispose of them offsite.

END OF SECTION

SECTION 02232
CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal and disposal of all buildings, timber, brush, stumps, roots, rubbish, debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and all other structures and obstructions necessary to be removed.

1.02 REGULATORY REQUIREMENTS

- A. Conform to all applicable federal, state, and local codes pertaining to the disposal of materials and debris.
- B. Coordinate clearing work with utility companies.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify that existing plant life and features designated to remain are tagged or identified.

3.02 PROTECTION

- A. Protect from damage all utilities that are to remain.
- B. Protect trees, plant growth, understory growth, and features designated to remain as final landscaping.
- C. Protect existing benchmarks, monuments, and other reference points. If disturbed or destroyed, they shall be replaced in their original condition and location by a professional surveyor and mapper licensed in the State of Florida.
- D. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

3.03 CLEARING

- A. Remove and dispose of all trees, stumps, shrubs, grass, roots, and other such protruding objects, and buildings, structures, appurtenances, existing pavement, and other facilities necessary to prepare the area for the proposed construction.

3.04 GRUBBING

- A. Remove roots and other debris in the Work areas to a depth of at least 12 inches below the ground surface.
- B. Plow the surface to a depth of at least 6 inches, and remove all roots thereby exposed to a depth of at least 12 inches.
- C. Completely remove and dispose of all stumps.

3.05 REMOVAL

- A. Abandonment or removal of certain underground pipe or conduits may be shown on mechanical or electrical drawings, and is included under work of those sections. Removal of abandoned underground piping or conduit interfering with construction is included under this Section.
- B. Remove and dispose of existing structures or portions of existing structures specified on the Drawings, or those found within the limits of the area to be cleared and grubbed.
- C. Remove the structures in such a way as to leave no obstructions to any proposed new structures.
- D. Remove and dispose of existing asphalt pavement, Portland cement concrete pavement, sidewalk, curb, and curb and gutter where specified on the Drawings.

3.06 DISPOSAL OF MATERIALS

- A. Dispose of timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing in a legal manner offsite.
- B. Ensure that all hazardous materials and waste are handled and disposed of in accordance with all Local, State and Federal requirements. Submit the name, address and qualifications of the transporter, treatment facility, proposed treatment and disposal methods for ENGINEER's approval prior to transport.

END OF SECTION

SECTION 02316

EXCAVATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation for underground pipelines.

1.02 REGULATORY REQUIREMENTS

- A. CONTRACTOR shall obtain a "Dewatering General Water Use Permit" from the South Florida Water Management District prior to commencing dewatering unless the Work qualifies for a 'No-Notice' authorization as described in Rule 40E-20.302(3) of the Florida Administrative Code.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

- A. CONTRACTOR shall locate existing underground utilities in the area of the Work as construction proceeds. If utilities are to remain in place, provide adequate means of protection.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, notify the ENGINEER immediately. Cooperate with responsible utility companies in keeping respective services and facilities in operation.
- C. Do not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by the respective utility owner.
- D. CONTRACTOR shall sustain in their places and protect from direct or indirect injury all pipes, poles, utilities, walls, buildings, and other structures or property in the vicinity of Work, whether above or below the ground, or that may appear in the trench. CONTRACTOR shall take all risks attendant to the presence or proximity of pipes, poles, walls, buildings, and other structures and property, of every kind and description, in or over his trenches, excavations or in the vicinity of his Work whether above or below the ground and shall be responsible for all damage and assume all expense for direct or indirect injury, caused by his Work, to any of them, or to any person or property by reason of injury to them, whether such structures are or are not shown on the Drawings.

3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, benchmarks, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by excavating operations.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil bearing water runoff or airborne dust to adjacent properties and walkways.
- C. When excavations exceed 5 feet in depth, CONTRACTOR shall meet the Occupational Safety and Health Administration's excavation safety standards 29 C.F.R.s. 1926.650, Subpart P.
- D. Where relocation of existing utilities is noted on Drawings, the CONTRACTOR is to notify appropriate utility companies at the earliest possible date of intent to relocate any of their facilities. It is the CONTRACTOR's responsibility to maintain utility service to users during relocation procedures and to replace the facility to the utility companies' specifications.

3.03 DEWATERING

- A. At all times during construction, provide and maintain proper equipment and facilities to remove all water entering excavations, and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels.
- B. Conduct dewatering in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation. Construct well or sump installations with proper sand filters to prevent drawing of finer grained soil from the surrounding area.
- C. Take all additional precautions to prevent uplift of any structure during construction.
- D. Dispose of water so that flow or seepage back into the excavated area will be prevented. No water from dewatering activities will be allowed to be discharged directly offsite. In addition, the dewatering activity must not impact any onsite or offsite wetlands.
- E. Prevent flotation by maintaining a positive and continuous operation of the dewatering system. If for any reason the dewatering system is found to be inadequate, make additions, changes and replacements, as necessary, to provide a satisfactory system. All damage resulting from failure to properly dewater excavations shall be repaired to the satisfaction of the ENGINEER. Remove the dewatering equipment after the system is no longer required.
- F. Take all necessary precautions to preclude accidental discharge of fuel oil, etc. in order to prevent adverse effects on groundwater quality.

3.04 EXCAVATION

- A. Excavation shall be carried to suitable lines and grades indicated on the Drawings. All irregularities in the bottom of excavations shall be filled to the required level with suitable select backfill and firmly compacted before pipe is laid or foundation and slab are constructed.
- B. Trenches shall be excavated to the lines and grades as indicated on the Drawings. Trenches shall provide continuous and uniform support and bearing for piping and structures.
- C. Rock and other unsuitable material, when encountered, shall be removed to minimum depth of six inches below the pipe or structure and the same depth below the pipe bell.
- D. Material below subgrade deemed unsuitable shall be removed and replaced with clean granular material.
- E. Excavation in the vicinity of adjacent facilities shall be performed by means that will not damage the facilities. Any damage to existing facilities caused by the CONTRACTOR's operations shall be repaired to the satisfaction of the facility's owner at no additional cost to OWNER.
- F. Trench bottom shall be shaped to conform to pipe bells or other shape irregularities of special appurtenances.
- G. Where a trench crosses existing paved areas or roadways which have not been scheduled to be repaved on the Drawings, the paved area shall be saw cut. Ripping of pavement for trenches with excavation equipment will not be allowed.
- H. Satisfactory excavated materials shall be stockpiled until required for backfill. Stockpiles shall be placed, graded and shaped for proper drainage.
- I. Soil materials shall be located and retained away from edges of excavations.
- J. Excess and/or unsatisfactory materials shall be disposed of offsite.

END OF SECTION

SECTION 02323

BACKFILL AND COMPACTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Backfill and compaction for underground pipes and structures.

1.02 REFERENCES

- A. ASTM D1557-02 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. ASTM D2487-00 – Classification of Soils for Engineering Purposes.
- C. ASTM D2922-05 – Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these groups, free of rock or gravel larger than 3 inches in any dimension, debris, waste, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH and PT, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Material placed under and around structures shall be deposited within the lines and to the grades shown on the Drawings, making due allowance for settlement of the material. Material shall be placed on properly prepared surfaces which have been reviewed by the Engineer. If sufficient common fill material is not available from excavation on site, the Contractor shall provide borrow as may be required.

- B. If the compacted surface of any layer of material is determined to be too smooth to bond properly with the succeeding layer, it shall be loosened by harrowing or by another approved method before the succeeding layer is placed.
- C. All backfill materials shall be placed and compacted "in-the-dry". Contractor shall dewater excavated areas as required to perform the Work.

3.02 COMPACTION

- A. Backfill shall be placed in layers not to exceed twelve inches in depth as measured before compaction. Each layer shall be compacted to at least the minimum percentage of a modified proctor (ASTM D1557) specified in the Compaction Scheduled in paragraph 3.03.
- B. Areas adjacent to structures and other confined areas inaccessible to a vibratory roller shall be compacted with a manually operated vibratory compactor.
- C. It is the intention that the fill materials with respect to moisture be used in the condition they are excavated insofar as this is practicable. Material which is too wet shall be spread on the fill area and permitted to dry, assisted by harrowing if necessary, until the moisture content is reduced to allowable limits.
- D. If added moisture is required, water shall be applied by sprinkler tanks or other sprinkler systems which will insure uniform distribution of the water over the area to be treated and give complete and accurate control of the amount of water to be used. If too much water is added the area shall be permitted to dry before compaction is continued.
- E. Supply all hose, piping, valves, sprinklers, pumps, sprinkler tanks, hauling equipment, and all other materials and equipment necessary to place the water on the fill.

3.03 COMPACTION SCHEDULE

<u>Location</u>	<u>Minimum Compaction</u>
Under paved areas	98%
Structures	98%
Under landscaped areas	95%

3.04 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. Unsuitable and surplus excavated materials become the property of the Contractor and are to be removed and disposed of off site.
- B. Suitable excavated material may be used for fill or backfill if it meets these specifications.

3.05 TESTING

- A. Allow testing laboratory to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results from previously completed Work complies with requirements.

- B. Testing agency will test compaction of soils in place according to ASTM D2922.
- C. When testing agency reports that subgrades, fills or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.06 PROTECTION

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

END OF SECTION

SECTION 02630
STORM DRAINAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Storm drainage piping, structures, and accessories.

1.02 RELATED SECTIONS

- A. AASHTO M-196-92 – Corrugated Aluminum Pipe for Sewers and Drains.
- B. AASHTO M 294-06- Corrugated Polyethylene Pipe.
- C. ASTM C76-07 – Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
- D. ASTM C443-05 – Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
- E. ASTM C444-03 – Perforated Concrete Pipe.
- F. ASTM C478-07 – Precast Reinforced Concrete Manhole Sections.
- G. ASTM C507-07 – Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe.
- H. ASTM F477-07 – Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.03 SUBMITTALS

- A. Shop drawings for pre-cast concrete structures.
- B. Supplier's certification for aluminum and concrete pipe.

1.04 QUALITY ASSURANCE

- A. Corrugated polyethylene pipe shall be clearly marked with the manufacturer's name or trademark, nominal size, specification designation, plant designation code, and date of manufacture.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Handle precast concrete structures according to the manufacturer's written rigging instructions.

- B. Verify damage has not occurred in delivery of materials.
- C. Store flexible gasket materials not cemented to the pipe, including joint lubricating compounds, in a cool dry place.

PART 2 PRODUCTS

2.01 CONCRETE PIPE

- A. Round pipe – ASTM C76, Class III, wall type B.
- B. Elliptical Pipe – ASTM C507, Class III.
- C. Perforated Round Pipe – ASTM C444, Class III, Wall B, Type 1 circular perforations.

2.02 CORRUGATED ALUMINUM PIPE

- A. AASHTO M196. Minimum of two annular corrugations formed into each end of the pipe to accommodate a coupling band. Minimum thickness of the metal shall be as specified below:

Nominal Diameter or Equivalent (inches)	Sheet Gauge No.	Mean Thickness of Metal (inches)
15	16	0.060
18	16	0.060
24	16	0.060
30	14	0.075
36	14	0.075
42	12	0.105
48	12	0.105
54	12	0.105
60	10	0.135
66	10	0.135
72	8	0.164

2.03 CORRUGATED POLYETHYLENE PIPE

- A. AASHTO M294, Type S smooth wall interior. Corrugations may only be annular. Bell and spigot joints with a gasket meeting ASTM F477. When perforated pipe is specified on the Drawings, the perforations shall conform to the requirements of Class 1.

2.04 CONCRETE STRUCTURES

- B. ASTM C478.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that excavation base is ready to receive work and excavations, dimensions, and elevations are as indicated on the Drawings.

3.02 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with fill material, lean concrete or other approved material.
- B. Remove large stones or other hard matter which could damage pipe or impede consistent backfilling and compaction.
- C. Excavation of trenches, preparation of trench bottoms, backfilling, and other earthwork in connection with installation of storm sewers shall be in accordance with other applicable sections of these specifications.
- D. Inspect piping before installation to detect apparent defects. Mark defective materials with white paint and promptly remove from site.

3.03 INSTALLATION – PIPE

- A. Pipe shall be protected during storage and handling against impact shocks and free fall. Pipe shall be kept clean at all times.
- B. Lay pipe to slope gradients noted on the Drawings with a maximum variation from true slope of 1/8 inch in 10 feet.
- C. All pipe shall be carefully installed starting at the lowest end, with hubs up and tongue end fully entered into the hub.
- D. Any pipe that is not in true alignment or which shows any settlement after installation shall be taken up and re-installed at no additional cost to OWNER.
- E. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.
- F. Rubber gaskets for concrete pipe joints shall meet the requirements of the 2007 edition of FDOT Standard Specifications for Road and Bridge Construction, Section 942. The gasket and the surface of the pipe joint, including the gasket recess, shall be clean and free from grit, dirt, and other foreign matter at the time the joints are made.
- G. Pipe shall be set firmly, according to the lines and grade; and preparatory to making joints, all surfaces of the portion of the pipe to be jointed shall be thoroughly cleaned. The pipe shall be laid with the groove upstream. A shallow excavation shall be made underneath the pipe at the joint.

- H. Immediately prior to installation of concrete pipe, the entire interior of the groove of the pipe already installed, and the rubber gasket of the pipe to be installed shall be coated with an approved vegetable soap lubricant. The groove and spigot ends shall be cleaned prior to application of the lubricant. The pipe shall then be aligned with the previously installed pipe and the joint pulled together. The joint shall be pulled by the use of interior or exterior pull jacks or winches, anchored by suitable means. The choice of method and type of equipment will depend on trench conditions, type and size of pipe, and its ability to properly seat the gasket. If, while making the joint, the gasket becomes loose and can be seen through the exterior joint recess when the joint is pulled up to within one inch (1") of closure, the pipe shall be removed and the joint remade
- I. Repair concrete pipe lift holes by use of a hand-placed stiff, non-shrink, 1 to 1 mortar of cement and fine sand, after washing out the hole with water. Completely fill the void created by the lift hole with mortar. Cover the repaired area with a 24 inch by 24 inch piece of filter fabric secured to the pipe. Use a Class D filter fabric meeting the requirements shown in Index 199 of the Florida Department of Transportation's Roadway and Traffic Design Standards. Secure the filter fabric to the pipe using a method that holds the fabric in place until the backfill is placed and compacted. Use a grout mixture, mastic, or strapping device to secure the fabric to the pipe.
- J. When shown on the Drawings, seal the ends of the pipe with a masonry plug a minimum of 8 inches in thickness.
- K. Install filter fabric jacket around the first joint of all pipe entering or leaving a drainage structure and at all concrete pipe joints. Use a filter fabric jacket consisting of a piece of woven or non-woven filter fabric which provides an apparent opening size of a No. 70 to No. 100 sieve, 24 inches in width and a length sufficient to provide a minimum overlap of 24 inches. Secure the filter fabric jacket against the outside of the concrete pipe by steel or plastic strapping.

3.04 INSTALLATION – STRUCTURES

- A. Form bottom of excavation clean and smooth to correct elevation.
- B. Establish elevations and pipe inverts for inlets and outlets as indicated.
- C. Mount lid and frame level in grout, secured to top cone and set to the specified elevation.
- D. Where unsuitable material for foundations is encountered, the CONTRACTOR shall excavate the unsuitable material and backfill with suitable material prior to constructing or setting inlets, manholes, and junction boxes.

END OF SECTION

SECTION 02722
AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of the subgrade.
- B. Aggregate base course for asphaltic concrete pavement.

1.02 REFERENCES

- A. AASHTO T180
- B. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010. Hereinafter referred to as the FDOT Specifications.

1.03 FIELD SAMPLES

- A. Deliver a representative load of the rock material to the site for a testing laboratory to sample. Allow sufficient time for test laboratory to analyze before commencing placement on the road. Testing laboratory will determine lab density per AASHTO T180 and the limerock bearing ratio.
- B. Representative load of rock is to remain in stockpile form throughout rock delivery so that ENGINEER can monitor quality of rock material being delivered.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Rock Base: Minimum limerock bearing ratio of 100. At least 97 percent of the material shall pass a 3-1/2 inch sieve and the material shall be graded uniformly down to dust. All crushing or breaking-up which might be necessary in order to meet such size requirement shall be done before the material is placed on the road. Material shall not contain cherty or other extremely hard pieces, or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing, or strength of the rock base.
- B. Stabilizing: Meet the requirements of Section 914 of the FDOT Specifications.

PART 3 EXECUTION

3.01 PREPARATION

- A. Stabilize designated portions of the roadbed to provide a firm and unyielding subgrade having the required bearing value specified on the Drawings. Perform work in accordance with Section 160 of the FDOT Specifications.
- B. Compact subgrade to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T180).

3.02 EXAMINATION

- A. Verify subgrade is ready to receive base material.

3.03 PLACEMENT

- A. Spread the rock uniformly. Remove all segregated areas of fine or coarse rock and replace them with properly graded rock.
- B. After spreading of the base is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend to a depth sufficient to penetrate slightly the surface of the first course.
- C. When the specified thickness of the rock base is greater than 6 inches, construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches.
- D. When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. If the material is deficient in moisture, water will be added and uniformly mixed in by disking the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being compacted. Wetting or drying operations shall involve manipulation of the entire width and depth of the base as a unit. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than ninety-eight (98) percent of the maximum density determined by AASHTO T-180.
- E. Unless otherwise directed by the ENGINEER, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.

3.04 FIELD QUALITY CONTROL

- A. If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact. Perform this Work at no additional expense to the OWNER.
- B. In the presence of the ENGINEER, check the finished surface of the base course with a template cut to the required crown and with a 15-foot straightedge laid parallel to the centerline of the road. Correct all irregularities greater than 1/4 inch to the satisfaction of the ENGINEER by scarifying and removing or adding rock as required, and recompact the entire area.

3.05 CORRECTION OF DEFECTS

- A. If at any time the subgrade material should become mixed with the base course material, the CONTRACTOR shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- B. If cracks or checks appear in the base, either before or after priming, which in the opinion of the ENGINEER would impair the structural efficiency of the base course, the CONTRACTOR shall remove such cracks or checks by rescarifying, reshaping, adding base material where necessary and recompacting.

END OF SECTION

SECTION 02743

ASPHALT PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Materials and placement of superpave asphalt concrete.

1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2018. Hereinafter referred to as the FDOT Specifications.

1.03 SUBMITTALS

- A. Asphalt mix design for each asphalt type specified on the Drawings. Mix design shall include the information specified in paragraph 334-3 of the FDOT Specifications.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Primer: Provide cutback asphalt, RC-70 or RC-250 complying with FDOT Specification 916-3.
- B. Tack Coat: RA-500 meeting the requirements of FDOT Specification 916-2.
- C. Superpave Asphalt Concrete: Meets the requirements of Section 334 of the FDOT Specifications.
- D. Leveling Course: Meet the requirements of Section 330-8 of the FDOT Specifications.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Spread the asphalt mixture only when the surface upon which it is to be laid has been previously prepared, is intact, firm, and properly cured, and is dry.
- B. Verify gradients and elevations of base are correct.
- C. Do not begin paving installation without ENGINEER acceptance of the substrate.

- D. Spread the asphalt mixture only when the air temperature in the shade and away from the artificial heat is at least 40°F for layers greater than 1-inch in thickness and at least 45°F for layers 1-inch or less in thickness.

3.02 PREPARATION

- A. Clean the surface of the base or pavement to be covered of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.
- B. Where an asphalt mix is to be placed on an existing pavement or old base which is irregular, fill all depressions in the existing surface more than 1 inch deep by spot patching with a leveling course mixture, and then compact them thoroughly. Fill cracks larger than ¼ inch in width with a slurry mixture of sand and emulsion.

C. PRIMER

1. Apply primer over substrate at a uniform rate of not less than 0.15 gallon/square yard for shellrock bases and not less than 0.10 gallon/square yard for limerock bases.
2. Apply to contact surfaces of curbs, gutters, and other cement surfaces.
3. Use clean sand to blot excess primer.

D. TACK COAT

1. Apply tack coat on existing pavements that are to be overlaid.
2. Apply tack coat in accordance with manufacturer's published instructions and FDOT Specifications, Section 300-8.
3. Coat surfaces of manholes, catch basins, and steel frames with oil to prevent bond with asphalt paving. Do not tack coat these surfaces.
4. Apply tack coat at the rate of application between 0.02 to 0.08 gallons per square yard.

3.03 PLACEMENT

- A. Maintain the temperature of the mix at the time of spreading within $\pm 25^{\circ}\text{F}$ of the established mix temperature. ENGINEER will take mix temperatures at an average frequency of one per five trucks. If the temperature fails to fall within the specified tolerance range, take corrective action.
- B. Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered.
- C. Before starting any rolling, check the surface; correct any irregularities; remove all drippings, fat sandy accumulations from the screed, and fat spots from any source and

replace them with satisfactory material. When correcting a depression while the mixture is hot, scarify the surface and add fresh mixture.

- D. Compact mixture in accordance with paragraph 330-10 of the FDOT Specifications.
- E. Obtain a smooth surface on all pavement courses placed and then straightedge all intermediate and final courses with a 15-foot rolling straightedge. Furnish a 15-foot straightedge and make it available at the job site at all times during the paving operation for checking joints and surface irregularities.
- F. Produce a finished surface of uniform texture and compaction with no pulled, torn, or loosened portions and free of segregation, and streaks, sand spots, or ripples.
- G. Upon completion of final surface course ENGINEER will test finished surface with a 15-foot rolling straightedge. Correct all deficiencies in excess of 3/16-inch in accordance with paragraph 330-12 of the FDOT Specifications.
- H. ENGINEER will determine pavement thickness from the depth of core borings. The maximum allowable deficiency in thickness for pavement of a specified thickness of 2½ inches or more is ½ inch. For pavement of a specified thickness of less than 2½ inches is ¼ inch.

3.04 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury for as long as required until accepted by ENGINEER.

END OF SECTION

SECTION 02765
PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Thermoplastic pavement markings.
- B. Reflective paint pavement markings.
- C. Reflective pavement markers.

1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 revision. Hereinafter referred to as the FDOT Specifications.

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with the Contract Documents in a neat and accurate manner.
- B. Equipment shall be of a type and design which will readily obtain the required uniformity of application of the pavement markings both as to thickness of coating and as to alignment.

PART 2 PRODUCTS

2.01 THERMOPLASTIC PAVEMENT MARKINGS

- A. Conform with the requirements of Section 971-5 of the FDOT Specifications.
- B. Set to bear traffic in not more than 2 minutes.

2.02 REFLECTIVE PAINT PAVEMENT MARKINGS

- A. Conform to Section 971-4 of the FDOT Specifications.
- B. Set to bear traffic in not more than 2 minutes.

2.03 REFLECTIVE PAVEMENT MARKERS

- A. Conform to the requirements of Section 970 of the FDOT Specifications. Class B.

PART 3 EXECUTION

3.01 PREPARATION

- A. Do not apply markings within 5 days of pavement placement with the exception of Friction Course which is 30 days.
- B. Prior to applying pavement markings, remove any material that would adversely affect the bond.
- C. Do not apply when winds are sufficient to cause spray dust.
- D. Prior to application of thermoplastic material to Portland cement concrete surfaces, apply a two-part epoxy primer sealer recommended by the manufacturer.
- E. Establish tack points at appropriate intervals for use in aligning markings.
- F. Apply only during daylight hours and, as far as practical, shall be terminated in time to permit sufficient drying by sunset.
- G. The surface which is to be painted shall be cleaned, by compressed air or other effective means, immediately before the start of painting and shall be clean and dry when the paint is applied. Any vegetation or loose soil shall be removed from the pavement before striping begins.
- H. Thoroughly mix paint before pouring into the painting machine. No thinning of the paint in the machine will be allowed at any time. Before the start of each day's work the paint container, the connections, and the spray nozzles on the machine shall be thoroughly cleaned with paint thinner or other suitable cleaner.

3.02 APPLICATION – THERMOPLASTIC

- A. Apply thermoplastic to the pavement by extrusion.
- B. Edges of markings are to be well defined.
- C. Thickness to be at least 90 mils.
- D. Apply reflective glass spheres immediately behind the striping mechanism.

3.03 APPLICATION – REFLECTIVE PAINT

- A. Apply paint to the pavement by spray.
- B. Edges of markings are to be well defined.
- C. Apply paint to attain a minimum wet film thickness of 15 mils.
- D. Apply spheres immediately and uniformly following the paint application.

3.04 APPLICATION – REFLECTIVE PAVEMENT MARKERS

- A. Set reflective pavement markers 1 inch to the left or right of the line.
- B. Apply the adhesive to the bonding surface (not the marker) so that 100 percent of the bonding area of the marker will be covered.
- C. Apply sufficient adhesive to ensure that the marker is pressed down into the adhesive and adhesive will be forced around the perimeter of the marker.
- D. Immediately remove excess adhesive from the bonding surface and the external surface of the marker.

3.05 PROTECTION

- A. Do not allow traffic onto newly painted traffic stripes and markings until they are sufficiently dry to permit vehicles to cross them without damage.
- B. Warning signs shall be set up before the beginning of each operation and extra signs shall be kept well ahead of the application equipment. The equipment shall be so operated that traffic may pass safely. Warning signs are to be placed only where operations are in progress and are to be relocated as often as is necessary.
- C. Erect adequate warning signs, and take necessary precautions for the protection of the wet pavement markings and the safety of the public. Cones, rubber “Z” guards, or similar protective devices, shall be placed along the newly-painted stripe to prevent traffic from crossing the wet paint. Any such devices used shall be of a type that will not cause damage to vehicular traffic in the event that these objects are accidentally passed over.
- D. Any portions of the pavement markings damaged by passing traffic or from any other cause shall be reworked at no additional cost to the OWNER.
- E. If more than 2 percent of the reflective pavement markers fail in adhesion or alignment within the 45 days under traffic, replace all failed markers at no additional cost to the OWNER.

3.06 CORRECTIVE MEASURES

- A. Pavement markings which fail to meet the guidelines, including the permissible tolerances and the appearance requirements, are marred or damaged by traffic or from any other cause shall be corrected at no additional cost to OWNER. Drips and spattered paint shall be removed. Whenever it is necessary to remove paint it shall be done by means which will not damage the underlying surface of the pavement. When necessary to correct a deviation which exceeds the permissible tolerance in alignment, that portion of the strip affected shall be removed and repainted in accordance with these guidelines.
- B. Misalignment, defective surfaces, and the like, shall be corrected by sandblasting or by any other type of mechanical device which will effectively remove the paint without damage to the pavement surface.

3.07 DIMENSION AND ALIGNMENT TOLERANCE

- A. No marking shall be less than the indicated width. No marking shall exceed the indicated width by more than $\frac{1}{2}$ inch.
- B. Corrections of variation in the width of, and the alignment of strips shall not be made abruptly but the stripes should be returned to the design width at the rate of at least 10 feet for each $\frac{1}{2}$ inch of correction.
- C. Where a stripe deviates from the correct alignment, as indicated by the string line, by more than one inch in any 20 foot length, it shall be obliterated and the stripe corrected.

END OF SECTION

SECTION 02770

CURBS, DRIVEWAYS AND SIDEWALKS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Portland cement concrete curbs, driveways, and sidewalks.

1.02 REFERENCES

- A. ASTM C309-03 – Liquid Membrane-Forming Compounds for Curing Concrete.
- B. ASTM D1557-02 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- C. ASTM D1751-04 – Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

1.03 SUBMITTALS

- A. Concrete mix design.

PART 2 PRODUCTS

2.01 CONCRETE

- A. 28 day minimum compressive strength of 2500 PSI. Type II Portland Cement. Minimum cement content of 400 lb/cy of concrete. Maximum water cement ratio of 0.66 lb/lb. Slump range of 0-6 inches.

2.02 PRE-MOLDED JOINT FILLER

- A. Asphalt impregnated fiberboard conforming to ASTM D1751.

2.03 MEMBRANE CURING COMPOUND

- A. ASTM C309, Type 2, Class A

PART 3 EXECUTION

3.01 PREPARATION

- A. Compact subgrade to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T180).
- B. Dampen subgrade.

3.02 PLACEMENT

- A. Place the concrete in the forms, and tamp and spade it to prevent honeycombing, and until the top of the concrete can be floated smooth and the edges rounded to the radius shown on the Drawings.

3.03 JOINTS

- A. Saw contraction joints as soon as the concrete has hardened to the degree that excessive raveling will not occur and before uncontrolled shrinkage cracking begins.
- B. Construct contraction joints for curb at intervals of 10 feet except where closure requires a lesser interval, but do not allow any section to be less than 4 feet in length. Construct contraction joints for sidewalks and driveways at intervals specified on the Drawings.
- C. Construct expansion joints in curb at all inlets, at all radius points, and at other locations as specified on the Drawings. Ensure that the joint is ½ inch in width. Construct expansion joints for sidewalks and driveways at intervals and locations specified on the Drawings.

3.04 FINISHING

- A. Fill minor defects with mortar composed of one part Portland cement and two parts fine aggregate.
- B. Finish exposed surfaces while the concrete is still green.
- C. Curb is to have a brush finish.
- D. Sidewalk and driveways are to have a broom finish. Strike-off concrete perpendicular to forms.
- E. Finish the edge of driveways and sidewalks with an edging tool having a radius of ½ inch.

3.05 CURING

- A. Continuously cure concrete for a period of at least 72 hours. Commence curing after completely finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface.

B. Cure concrete using one of the following methods:

1. Wet Burlap: Cover entire exposed surface with wet burlap and keep it thoroughly wet throughout the curing period.
2. Membrane Curing Compound: Apply curing compound over the entire concrete surface in a single coat continuous film at a uniform coverage rate of at least 200 square feet per gallon.
3. Polyethylene Sheeting: Place polyethylene sheeting over the entire exposed surface of the concrete. Hold the sheeting securely in place and in continuous contact with the concrete at all times.

END OF SECTION

SECTION 02924

SODDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, placing, and maintaining grass sod.

PART 2 PRODUCTS

2.01 SOD

- A. Argentine bahia grass unless noted otherwise on the Drawings. Sod need to match existing.
- B. Taken up in commercial-size rectangles, preferably 12 by 24 inch or larger. Minimum thickness of 2 inches.
- C. Sufficiently thick to secure a dense stand of live grass. Live, fresh, and uninjured, at the time of planting. Have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. Free of noxious weeds and seeds. Keep shaded and moist from the time it is dug until it is planted. Plant as soon as possible after being dug. No sod that has been cut for more than 72 hours shall be used.

2.02 STAPLES

- A. Black iron wire not smaller than 14 gauge, and bent from a length of wire at least 25 inches long into a "U" with 1-inch width at the crown.

2.03 WATER

- A. Free of excess and harmful chemicals, acids, alkalies, or any substance that is harmful to plant growth.

PART 3 EXECUTION

3.01 PREPARATION OF GROUND

- A. Scarify or loosen areas requiring sod to a depth of 6 inches.
- B. Remove all loose rock, woody material, and other obstructions that will interfere with sodding.
- C. Eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual.

- D. Limit preparation to those areas that can be sodded within 72 hours after preparation.
- E. ENGINEER to review finished grading prior to placement of sod.
- F. Prior to sodding, thoroughly water areas and allow water to percolate into soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

3.02 PLACING SOD

- A. Place sod immediately after ground preparation.
- B. Do not sod when weather and soil conditions are unsuitable for proper results.
- C. Do not place sod on eroded or washed out sites.
- D. Place sod on prepared surface, with edges in close contact. Do not stretch or overlap sod pieces.
- E. Lay sod strips in a staggered pattern with snug, even joints. All joints shall be butted tight to prevent voids.
- F. Place sod to the edge of all paving and shrub areas and 1 inch below adjoining pavement.
- G. Place sod parallel with the roadway.
- H. Roll or tamp sod to insure solid contact of root mat and soil surface.
- I. Where sodding in drainage ditches, the soil shall be evenly graded to a line 2 inches below the elevation shown on the Drawings. Stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a feather edge effect.
- J. When slopes are greater than 3:1, securely anchor sod to the soil by pinning with staples. Pin every 3 feet along each strip of sod.

3.03 WATERING

- A. Thoroughly water sod immediately after placing. Provide a minimum of ½ inch of water.
- B. The rate of application for irrigation water shall not exceed ¾ inch per hour and the distribution pattern will not be such as to create an erosive condition at the site.
- C. Keep sod in a moist condition until Substantial Completion.

3.04 MAINTENANCE

- A. Maintain sodded areas in a condition satisfactory to the ENGINEER until Substantial Completion. This includes, but is not limited to, watering, weeding, mowing, and repair of washed or eroded areas.

END OF SECTION

TAB 6



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2020

Agenda Item No.

Agenda Title: Resolution Authorizing the Mayor to Sign the Palm Beach County Supervisor of Elections Agreement for Vote Processing Equipment Use and Election Services for the General Election Scheduled for March 17, 2020.

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

Approved by Town Manager *J. R. Aguirre*

Date: 2-10-2020

Vivian Mendez, Town Clerk

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 11,000.00 Funding Source: Elections Acct. # 106-33000 <input type="checkbox"/> Finance <u><i>K. Lariso</i></u>	Attachments: Resolution SOE Agreement
Advertised: Date: _____ 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 _____ or Not applicable in this case _VM_ Please initial one.

Summary Explanation/Background:

The Palm Beach County Supervisor of Elections has presented the Town of Lake Park with an agreement for Vote Processing Equipment Use and Election Services for the March 17, 2020 General Election. The Town has identified the Town Clerk, or designee and the Deputy Town Clerk, or designee as members of the Town's Canvassing Board.

The proposed agreement has been reviewed by the Town Attorney for legal sufficiency.

Recommended Motion: I move to approve Resolution 18 -02-20.

RESOLUTION NO. 18-02-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2009, the Palm Beach County League of Cities, through its Ad Hoc Committee on Municipal Elections, negotiated an agreement with the Palm Beach County Supervisor of Elections to detail and allocate the duties, responsibilities and fees associated with conducting municipal elections commencing with the 2010 municipal election; and

WHEREAS, the Supervisor of Elections has presented the Town with an Agreement for Vote Processing Equipment Use and Election Services for the March 17, 2020, and the Town Commission has determined that the approval of the Agreement is in the best interests of the residents and citizens of the Town of Lake Park.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA as follows:

Section 1. The foregoing recitals are hereby ratified and incorporated herein.

Section 2. The Town Commission hereby approves the Agreement for Vote Processing Equipment Use and Elections Services by and between the Palm Beach County Supervisor of Elections and the Town of Lake Park, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and authorizes and directs the Mayor and Town Clerk to execute the Agreement on behalf of the Town.

Section 3. This Resolution shall become effective immediately upon adoption.



Wendy Sartory Link

Palm Beach County Supervisor of Elections

**2020 MUNICIPAL ELECTIONS
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and the **City of _____, Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Uniform Municipal Election in conjunction with the Presidential Preference Primary Election to be held on March 17, 2020, and a Run-Off Election, if necessary, to be held on March 31, 2020, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations (Exhibit “A”).

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (Exhibit “A”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training (Exhibit “A”).

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. Where MUNICIPALITY holds elections in conjunction with the Presidential Preference Primary, the Fee Schedule in Exhibit “A” controls. In all other situations, Run-Off Election and Stand-Alone Election Fee Schedules control (Exhibit “B”). MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change (Exhibits “A” and “B”).

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Elections. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes, municipal charter and municipal ordinances, provided that MUNICIPALITY shall make SOE aware of all publications required by MUNICIPALITY’S charter or ordinances. SOE agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that SOE shall be responsible for the accurate and complete translation of any such notices.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Presidential Preference Primary, including any additional pages required for MUNICIPALITY’S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English, Spanish and Creole, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

MUNICIPALITY shall be responsible for providing all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the Express Vote machine.

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for providing any additional translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any and all costs incurred (Exhibit "B").

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services (Exhibit "B").

ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election, MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS**12.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.**

SOE shall determine, check and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information (Exhibit “A”).

12.2 Run-Off Election.

In the event of a run-off election, SOE *shall not* create or mail sample ballots.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Florida Statute 101.68.

In the event of a run-off election for which the SOE is not a member of the canvassing board, a member of the municipality canvassing board must be present for openings, duplications and tabulations.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES**14.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.**

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup (Exhibit “B”).

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit "B").

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this Agreement but both parties agree to work toward recording voter history in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

To the extent permitted by law and without waiving the provisions of § 768.28, F.S., MUNICIPALITY shall indemnify, hold harmless and at the SOE's option defend or pay for an attorney selected by SOE to defend, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, elected or appointed officials or employees with respect to issues pertaining to municipal elections conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise pertaining to MUNICIPALITY'S acts or omission, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that SOE is a state agency or subdivision as defined in Section 768.29, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by SOE for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, constitutional office of Palm Beach County to be sued by third-parties in any matter arising out of any contract.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

EXHIBIT “A”

Palm Beach County Supervisor of Elections
Schedule of Municipal Election Fees
Presidential Preference Primary and Municipal Elections
Tuesday, March 17, 2020

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total	\$500.00
VBM Services Other Than Required for PPP	
VBM Ballot Services	\$5.04/Ballot
VBM Ballot Return Postage Fees	TBD
Unanticipated Costs	TBD

EXHIBIT “B”

Palm Beach County Supervisor of Elections
Schedule of Municipal Run-Off Election Fees
Presidential Preference Primary and Municipal Elections
Tuesday, March 31, 2020

General Municipal Run-Off Election Services	Estimated Costs
Vote-by-Mail Ballot Services	\$5.04/Ballot
Run-Off Election Day Services	\$3,550.46
Precinct Services	\$139.46
Delivery and Pickup of Equipment	TBD
Ballot Printing	TBD
Poll Worker Salaries	TBD
Translation and Recording of Audio Ballot	TBD
VBM Return Postage Fees	TBD

*Itemized invoices will be provided in the event of a run-off election.

New Business

TAB 7



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2020

Agenda Item No.

Agenda Title: Resolution - Authorizing the Mayor to Sign the Contract for Laserfiche Scanning, Indexing, and Conversion Services with MCCi, LLC.

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

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* **Date:** 2-4-2020

Vivian Mendez, Town Clerk, MMC

Name/Title

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: Resolution Contract Project Pricing
Advertised: 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 - <i>VM</i> Please initial one.

Summary Explanation/Background: At the January 8, 2020 Regular Commission Meeting, the Town Commission approved funding for the Town scanning project with MCCi, LLC for about \$105,412. The contract for scanning services would include scanning the Community Development, Finance, Public Works, and Town Clerk. The records would be transported by MCCi to their facility in Tampa where MCCi would scan the records for conversion into the Laserfiche system.

The purpose of this agenda item is to request that the Mayor sign the contract with MCCi for scan, index, and conversion services of the Town records. The quote also includes two licenses (one for Community Development Department, and one for Human Resources) to access the Laserfiche system. All other department will continue to have access using the web portal.

Recommended Motion: I move to approve Resolution 19-02-20

RESOLUTION NO. 19-02-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SERVICE CONTRACT WITH MCCi, LLC FOR LASERFICHE SCANNING, INDEXING, AND CONVERSION SERVICES; 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 is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town Manager has determined that it requires the services of a qualified and experienced contractor, to provide Laserfiche scanning, indexing, and conversion services; and

WHEREAS, the Town Commission has accepted the Town Manager’s recommendation that MCCi is qualified to provide Laserfiche services to the Town in a cost effective and efficient manner; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract.

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

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute an agreement with MCCi, LLC for scanning the Towns documents into the Laserfiche system, a copy of the contract is attached hereto and incorporated herein composite as **Exhibit A**, for the provision of service to Town.

Section 3. This Resolution shall become effective immediately upon adoption.

CONTRACT FOR IS SERVICES

THIS CONTRACT for Laserfiche Filing Services (Contract) is made this ____ day of _____, 2020, by and between and the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida (hereinafter referred to as "Town") and MCCi, LLC, a Florida Limited Liability Company, located at 1958-A Commonwealth Lane, Tallahassee, FL 32303 (hereinafter referred to as "MCCi").

WITNESSETH THAT

WHEREAS, the TOWN is a municipality with such authority and powers as are 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 Manager has determined that it requires the services of a qualified and experienced contractor, to provide Laserfiche scanning, indexing, and conversion services; and

WHEREAS, the Town Commission has accepted the Town Manager's recommendation that MCCi is qualified to provide Laserfiche services to the Town in a cost effective and efficient manner; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract.

NOW, THEREFORE, the Town and MCCi in consideration of the mutual benefits contained herein, flowing from each Party to the other, and with the intent to be legally bound do hereby agree as follows:

1. COMPENSATION.

MCCi shall provide Laserfiche scanning, indexing, and conversion services for the lump sum of \$105,412 as further described in the attached hereto and incorporated herein composite as Exhibit A.

2. TERM/TERMINATION.

The term of this Contract shall be one year from the date of its execution by the parties. The Contract shall automatically renew unless either party provides written notice of its intent to terminate 30 days in advance of the then effective term.

3. SERVICES TO BE PROVIDED.

MCCi shall provide the Town with Laserfiche scanning, indexing, and conversion services of up to 15 Document types as described in Exhibit A which is attached hereto and made a part hereof. MCCi shall render the Services in a diligent, careful and thorough manner consistent with good business practice.

4. INDEMNIFICATION

4.1 The parties agree that one percent of the total compensation paid to the MCCi under this Contract, shall constitute specific consideration to MCCi's indemnification provided herein. The MCCi shall defend, indemnify, save, and hold the Town, its elected and appointed officials, agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims to the extent resulting from any negligent act or omission, or the violation of any federal, state, or local law or regulation, by the MCCi, its agents, assigns, invitees, or employees in connection with this Contract.

4.2 Nothing contained herein is intended nor shall be construed to waive the TOWN'S rights and immunities under the common law, or Section 768.28, Florida Statutes.

5. DULY LICENSED

MCCi represents that it has and shall maintain all licenses or certifications necessary to do business in the Town and State to perform the services under this Contract.

6. COMPLIANCE WITH LAWS.

MCCi shall comply with all applicable federal and state laws and regulations and all applicable county and TOWN ordinances and regulations.

7. RELATIONSHIP BETWEEN THE PARTIES

The CONSULTANT is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONSULTANT, its employees, agents, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.

8. AMENDMENTS

This Contract may be amended only with prior written approval of the Parties.

9. ASSIGNMENT.

MCCi shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the Town. Any attempted assignment in violation of this provisions shall be void.

10. PUBLIC RECORDS

With respect to public records, the MCCI shall:

- 10.1 Keep and maintain public records required by the Town to perform the service.
- 10.2 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.
- 10.3 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 Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.
- 10.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor 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 Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- 10.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park,

11. ATTORNEY FEES.

If either Party initiates legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and cost (at all levels, including all appellate levels.)

12. GOVERNING LAW.

The laws of the State of Florida shall govern this transaction. Venue for any claims for any claims brought concerning this transaction shall lie in the 15th Judicial Circuit in and for Palm Beach County, Florida, or the Southern District of the United States District Court.

13. INSPECTOR GENERAL.

MCCI 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 Contract, and may demand and obtain records and testimony from MCCI and its subcontractors and lower tier subcontractors. MCCI understands and agrees that in addition to all other remedies and consequences provided by law, the failure of MCCI to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this Contract justifying its termination.

14. DIGITAL SIGNATURE.

The parties to this Contract may execute this Contract, and all subsequent amendments or modifications to it by digital signature, in accordance with Ch. 668, Fla. Stat.

15. ENTIRE CONTRACT

This Contract embodies the entire understanding of the parties with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year executed below.

ATTEST

TOWN OF LAKE PARK, FLORIDA

By: _____
Vivian Mendez, Town Clerk

By: _____
MICHAEL O'ROURKE, Mayor

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

PROVIDER: MCCI, LLC

By: _____
Its: _____

Printed Name

EXHIBIT A

PRICING

Professional Services



PRICING PROPOSAL

1958-A Commonwealth Lane
Tallahassee, FL 32303
850.701.0725
850.564.7496 fax

Complete and return to:
billing@mccinnovations.com

Client Name: Lake Park, FL

Order Date: December 05, 2019

Product Description:

MCCI PROFESSIONAL SERVICES

	Qty.	Cost	NCPA 11-26	Total
<input checked="" type="checkbox"/> Laserfiche Filing Workflow Configuration <i>*Up to 15 Document Types</i> • Filing Workflow will be built to move manually indexed Community Development/Building Department documents from an "intake" folder to a folder in the Laserfiche repository with the address of each property	1	\$4,100.00	\$3,895.00	\$3,895.00
<i>Professional Services Total</i>				\$3,895.00
<i>Total Project Cost</i>				\$3,895.00

All Quotes Expire in 30 Days

Vivian Mendez

From: Michael Niezgoda <michaeln@mccinnovations.com>
Sent: Wednesday, November 20, 2019 3:17 PM
To: Vivian Mendez
Cc: Bryan Frick
Subject: Re: Additional Licenses

CAUTION: This email originated from outside of the Town of Lake Park. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Vivian,

I hope all is well. There are a couple of options for your scenario.

1. Full Named Users (approximately \$850/user) – you can purchase a Full Named User for the department head that would allow them to have access to the repository. As part of the set-up of the license it can be configured to only access their department's records. Even further they can be restricted to have only read-only access to those records. This is the most flexible option because if that department eventually decides to take advantage of Laserfiche's advanced functionality then that department head could then have Full access and the ability to manipulate metadata and pull audit reports for their department.
2. Participant User License (approximately \$500/user) – the 2nd option is to purchase a Participant User License for the department heads. This would give them read-only access to the repository but would not give them the flexibility to take advantage of the advanced functionality nor would they have the ability to pull audit reports on the activities that are being accomplished using audit reporting for their department and their records.

Please let me know if you have any further questions or if you would like a quote for either one of the options.

Thanks,

Michael Niezgoda, Jr.

MCCi | Account Manager, Florida
Laserfiche Gold Certified Professional
850.701.0725 ext.1752

michaeln@mccinnovations.com

www.mccinnovations.com

[Enroll in MCCi's paperless billing process today!](#)

From: Logan Di Liello <logan@mccinnovations.com>
Date: Wednesday, November 20, 2019 at 1:28 PM
To: Vivian Mendez <vmendez@lakeparkflorida.gov>
Cc: Michael Niezgoda <michaeln@mccinnovations.com>, Bryan Frick <bryanf@mccinnovations.com>
Subject: RE: Additional Licenses

Vivian,

Thanks for reaching out!

I have CC'd Michael and Bryan to assist more quickly!

Michael – I included Vivian's second email asking for support contact

SCANNING SOLUTION

SCOPE OF SERVICES AND PROJECT PRICING

The Client will furnish MCCi for its use in preparing the document imaging project all hardcopy /electronic documents to be converted.

PROJECT SCOPE – All estimates are based on information provided by the Client

- **General Description**
 - Document Size: Regular up to 11" x 17" and Large Format up to 42" wide
 - Department: Clerk, Finance, and Community Development
 - Document Types: Minutes, Ordinances, Resolutions, Historical Documents, Bid Files, Finance Historical Documents, Commercial Development, Multi-Use, Residential Permit Files, Inactive Voter Files, Marina Files, and General Ledger Binders.
 - Document Count: Regular Format: 10,283; Large Format: 5,379
 - Image Count: Regular Format: 325,000; Large Format: 17,510
 - Images Per Document: Regular Format: 32; Large Format: 3 (on average)
- **Document Preparation:**
 - Current Storage Method: Files are in standard file boxes, filing cabinets, and binders.
 - Condition of documents: The documents appear to be in pretty good condition overall. Some of the older historical files are showing some wear and tear and there are some rolls of drawings that are a little brittle on the edges. Most files have clips or staples.
- **Image Processing & Indexing**
 - DPI & Color: 300 DPI, Black & White
 - Number of Index Fields: Up to 3 Fields (Document name counts as an index, Microfilm/fiche will be indexed by roll or card # only)
 - Document Naming Convention: Minutes – Date of Meeting; Ordinances – Ordinance Number; Resolutions- Resolution Number; Historical Documents – Name of Structure; Bid Files – Bid #; Financial Historical Files – Date; Commercial Development – Business Name; Multi-Use – Address; Residential Permit Files – Address; Inactive Voter Rolls – Range of Names in Binder (A-M); General Ledger Binders – Date; Marina Files – Project Name
 - Fields to be Indexed: 3 fields per file. Index depends on type of file for example the Resolutions would be indexed by Resolution Number, Date and Filename. Commercial Development would be indexed by Address, Name and Filename.
 - Optical Character Recognition: Included when applicable
- **Image Output**
 - Method of Delivery: CD/DVD
 - Output Type: Laserfiche Briefcase
- **Material Handling**
 - Shipping Logistics: MCCi Pickup
 - Shipping & Delivery Terms: Up to 1 shipment

- Special notes:

- Any corrections such as rescans or indexing changes must be brought to MCCI's attention within 90 days of the date that MCCI delivers the data to the Client. Corrections will not be made after 90 days.
- If documents have seals, handwriting or other information on the back of pages, those will also be scanned and can increase the estimated image count.
- One pickup/return trip is included in the pricing below. If more trips are required, additional charges will apply.

PROJECT PRICING

Regular Format – Conversion of Documents estimated cost \$48,052.07
Excess Images @ \$0.14

Large Format – Conversion of Documents estimated cost \$27,926.39
Excess Images @ \$1.59

NCPA Discount (\$4,344.95)

TOTAL ESTIMATED PROJECT COST **\$71,633.51**

PAYMENT & BILLING TERMS

MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

ALL QUOTES EXPIRE IN 30 DAYS

NCPA Pricing: The pricing and terms in this contract are derivative of the “Not-To-Exceed” digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this contract. The rates listed may be applied to additional projects that haven’t been specifically outlined in this contract, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

MCCi, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCi, hereby offers the Laserfiche Software & Services to the **CITY OF LAKE PARK, FL**, a corporation duly organized and existing under state law, hereinafter referred to as the Client, according to the following terms and conditions.

MCCi DOCUMENT SERVICES – INDEXING SERVICES. Once MCCi has received your documents, the following process will occur according to the terms laid out in MCCi's pricing proposal and may vary according to services selected.

CONSULTATION. A Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, document preparation requirements, and document shipment and/or pick up.

DOCUMENT PREPARATION. If you decide to send paper documents to MCCi, the process of document preparation begins with removing any materials that may prohibit the document from being fed through the scanner (i.e. Removal of documents from file folders, Removal of staples, paperclips, tape, clips, etc) and is described as Document Preparation. Upon completion of scanning, MCCi will organize the documents into their original order as received from the Client but not placed back into their file folders or reprepared unless specifically stated otherwise in the project scope.

DOCUMENT ORGANIZATION & INDEXING. Based on the scope of the project and outcome of your consultation, MCCi will organize and index your documents. Each project will have its own required organization and indexing requirements. Our project management team will work with the Client to identify those requirements. Prior to project kickoff we will send the Client example template cards and file-tree structure for their approval. Or, if the Client already has existing Laserfiche template cards created for a specific document series, they can send us that template via Laserfiche Briefcase.

DOCUMENT QUALITY CONTROL. MCCi performs a thorough quality control process after the job has been completed. Steps are taken to ensure documents have been captured, the quality of the scanned images are comparable to the originals, and manual indexing errors have been corrected. Even with the best quality control processes, there are going to be occasional errors that go uncorrected. MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in original inventory report as provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within 90 days after delivery of electronic data to Client.

DOCUMENT STORAGE. MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to the client after completion of scanning. If documents reside at mcci facilities for a period longer than 90 days after converted electronic data is delivered to client storage charges of \$2.50 per cubic foot per month will apply.

DATA STORAGE MCCi is not responsible for maintaining a copy of Client data, with the exception of Clients who contractually and on a recurring basis, utilize MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. MCCi recognizes that for records retention and security compliance, the Client may require MCCi to delete copies of its data prior to MCCi's process of deleting data; if so, the Client is responsible for making the request in writing and for obtaining confirmation of data deletion.

ENTERPRISE WIDE SCANNING SERVICES. In accordance with the terms and conditions herein, MCCi can provide any department in the organization with scanning services for documents other than those described in this pricing proposal. All costs are volume based and can be provided upon request. MCCi will consult with each department interested in beginning their own project to determine individual scanning and indexing needs.

MICROFILM & FICHE CONVERSION SERVICES. MCCi offers electronic conversion services for microfilm, microfiche, and aperture cards. The Client will provide MCCi with data to be converted to electronic format. MCCi will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by the Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCi is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurry images, non-legible images, or other errors that are not controllable by MCCi. Unless otherwise specified in the project scope, MCCi will index by the roll/card number or unique identifier.

LASERFICHE SEARCH ENGINE MEDIA. If included in the Scope of Services, MCCi will integrate the documents with the LaserFiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and full text word search. MCCi will provide the Client with the appropriate media containing all documents scanned and integrated with Laserfiche.

ONLINE DOCUMENT HOSTING. MCCi will post the documents to the web for a minimal annual fee. MCCi provides the Client with a direct link which can then be linked to the Client's website for public access if desired. Document storage cost is determined upon actual image count. All documents on the site are integrated with a search engine, and updates are incorporated as the database is amended.

PROJECT TIMELINE. MCCi will complete and deliver the project within the predetermined project timeline as agreed upon with the Client. Should MCCi require additional time, the Client will be notified immediately.

DOCUMENT TRANSPORTATION. The Client is required to package all materials per MCCi's instruction prior to delivery of materials to MCCi facilities. If the Client chooses to utilize MCCi's pick up and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. At the time of updating or if additional trips are required due to the Client not having all the documents ready for pick up, additional charges will be applied. If the Client chooses to ship via a certified carrier, the Client incurs all shipping costs.

PRICING. Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES. The prices quoted are made with the expectation that Client will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

LASERFICHE SYSTEM CLIENTS. Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCI has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system Clients. For these reasons, MCCI should be considered as a Preferred/Best Value provider for scanning services. Additionally, Laserfiche System Clients are required to supply MCCI with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project / updates to existing projects.

MCCI CERTIFIED PARTNERS. MCCI maintains partnerships for the purpose of additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project is handled directly by MCCI. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS. MCCI agrees to allow any other Government agency to purchase items at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCI and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

TERMINATION. The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

FORCE MAJEURE. Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY. MCCI may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

LIMITED LIABILITY. Notwithstanding anything in this Agreement to the contrary, MCCI's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCI to Client shall be strictly limited to the project fees paid to MCCI by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCI for the particular service/product that the Client's claim was caused by or arose out of.

INDEMNIFICATION. If MCCI or our affiliates (owners or partners), or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third-party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, or violation of your agreement with your customers or end users, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us or arising from an actual or alleged breach of your obligations to them.

PAYMENT & BILLING TERMS. MCCI will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

MARKETING & REFERENCES. Client agrees to allow MCCI to publicly announce the client's selection of MCCI for the specific solution(s), at the time of the client contracting with MCCI. Additionally, upon the client providing written consent, MCCI is authorized to publish and publicize testimonials and case study information pertaining to MCCI's work with the Client. This information, including the Client's organization name, logo, and contact information will be used in all media types.

USE OF BASECAMP. Through the course of this project, MCCI may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCI and The Client may be stored in Basecamp. The Client acknowledges that Basecamp is responsible for secure storage of this documentation, and agrees that Basecamp's security guidelines located at <https://basecamp.com/security> are acceptable for the storage of The Client's data and correspondence exchanged with MCCI.

SCANNING SOLUTION

SCOPE OF SERVICES AND PROJECT PRICING

The Client will furnish MCCi for its use in preparing the document imaging project all hardcopy /electronic documents to be converted.

PROJECT SCOPE – All estimates are based on information provided by the Client

- General Description
 - Document Size: Large Format up to 42" wide
 - Department: Public Works
 - Document Types: As-Builts and Site Plans
 - Document Count: 163
 - Image Count: 4,406
 - Images Per Document: 27
- Document Preparation:
 - Current Storage Method: Rolled and flat plans
 - Condition of documents: Plans are rolled and stacked on tables or on the floor and laid flat in flat file drawers.
- Image Processing & Indexing
 - DPI & Color: 300 DPI, Black & White
 - Number of Index Fields: Up to 2 Fields
 - Document Naming Convention: Project Name
 - Fields to be Indexed: Project Name and Address
 - Optical Character Recognition: Not Included
- Image Output
 - Method of Delivery: CD/DVD
 - Output Type: Laserfiche Briefcase
- Material Handling
 - Shipping Logistics: MCCi Pickup
 - Shipping & Delivery Terms: Up to 1 shipment (if job is broken up, volume pricing must be also)
- Special notes:
 - Any corrections such as rescans or indexing changes must be brought to MCCi's attention within 90 days of the date that MCCi delivers the data to the Client. Corrections will not be made after 90 days.
 - If documents have seals, handwriting or other information on the back of pages, those will also be scanned and can increase the estimated image count.
 - One pickup/return trip is included in the pricing below. If more trips are required, additional charges will apply.

PROJECT PRICING

Project I – Conversion of Documents estimated cost \$8,200.60
Excess Images @ \$1.77

NCPA Discount (\$397.53)

TOTAL ESTIMATED PROJECT COST **\$7,803.07**

PAYMENT & BILLING TERMS

MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

ALL QUOTES EXPIRE IN 30 DAYS

NCPA Pricing: The pricing and terms in this contract are derivative of the “Not-To-Exceed” digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this contract. The rates listed may be applied to additional projects that haven’t been specifically outlined in this contract, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

MCCi, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCi, hereby offers the Laserfiche Software & Services to the **CITY OF LAKE PARK, FL** a corporation duly organized and existing under state law, hereinafter referred to as the Client, according to the following terms and conditions.

MCCi DOCUMENT SERVICES – INDEXING SERVICES. Once MCCi has received your documents, the following process will occur according to the terms laid out in MCCi's pricing proposal and may vary according to services selected.

CONSULTATION. A Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, document preparation requirements, and document shipment and/or pick up.

DOCUMENT PREPARATION. If you decide to send paper documents to MCCi, the process of document preparation begins with removing any materials that may prohibit the document from being fed through the scanner (i.e. Removal of documents from file folders, Removal of staples, paperclips, tape, clips, etc) and is described as Document Preparation. Upon completion of scanning, MCCi will organize the documents into their original order as received from the Client but not placed back into their file folders or reprepmed unless specifically stated otherwise in the project scope.

DOCUMENT ORGANIZATION & INDEXING. Based on the scope of the project and outcome of your consultation, MCCi will organize and index your documents. Each project will have its own required organization and indexing requirements. Our project management team will work with the Client to identify those requirements. Prior to project kickoff we will send the Client example template cards and file-tree structure for their approval. Or, if the Client already has existing Laserfiche template cards created for a specific document series, they can send us that template via Laserfiche Briefcase.

DOCUMENT QUALITY CONTROL. MCCi performs a thorough quality control process after the job has been completed. Steps are taken to ensure documents have been captured, the quality of the scanned images are comparable to the originals, and manual indexing errors have been corrected. Even with the best quality control processes, there are going to be occasional errors that go uncorrected. MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in original inventory report as provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within 90 days after delivery of electronic data to Client.

DOCUMENT STORAGE. MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to the client after completion of scanning. If documents reside at mcci facilities for a period longer than 90 days after converted electronic data is delivered to client storage charges of \$2.50 per cubic foot per month will apply.

DATA STORAGE MCCi is not responsible for maintaining a copy of Client data, with the exception of Clients who contractually and on a recurring basis, utilize MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. MCCi recognizes that for records retention and security compliance, the Client may require MCCi to delete copies of it's data prior to MCCi's process of deleting data; If so, the Client is responsible for making the request in writing and for obtaining confirmation of data deletion.

ENTERPRISE WIDE SCANNING SERVICES. In accordance with the terms and conditions herein, MCCi can provide any department in the organization with scanning services for documents other than those described in this pricing proposal. All costs are volume based and can be provided upon request. MCCi will consult with each department interested in beginning their own project to determine individual scanning and indexing needs.

MICROFILM & FICHE CONVERSION SERVICES. MCCi offers electronic conversion services for microfilm, microfiche, and aperture cards. The Client will provide MCCi with data to be converted to electronic format. MCCi will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by the Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCi is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurry images, non-legible images, or other errors that are not controllable by MCCi. Unless otherwise specified in the project scope, MCCi will index by the roll/card number or unique identifier.

LASERFICHE SEARCH ENGINE MEDIA. If included in the Scope of Services, MCCi will integrate the documents with the LaserFiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and full text word search. MCCi will provide the Client with the appropriate media containing all documents scanned and integrated with Laserfiche.

ONLINE DOCUMENT HOSTING. MCCi will post the documents to the web for a minimal annual fee. MCCi provides the Client with a direct link which can then be linked to the Client's website for public access if desired. Document storage cost is determined upon actual image count. All documents on the site are integrated with a search engine, and updates are incorporated as the database is amended.

PROJECT TIMELINE. MCCi will complete and deliver the project within the predetermined project timeline as agreed upon with the Client. Should MCCi require additional time, the Client will be notified immediately.

DOCUMENT TRANSPORTATION. The Client is required to package all materials per MCCi's instruction prior to delivery of materials to MCCi facilities. If the Client chooses to utilize MCCi's pick up and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. At the time of updating or if additional trips are required due to the Client not having all the documents ready for pick up, additional charges will be applied. If the Client chooses to ship via a certified carrier, the Client incurs all shipping costs.

PRICING. Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES. The prices quoted are made with the expectation that Client will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

LASERFICHE SYSTEM CLIENTS. Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCI has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system Clients. For these reasons, MCCI should be considered as a Preferred/Best Value provider for scanning services. Additionally, Laserfiche System Clients are required to supply MCCI with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project / updates to existing projects.

MCCI CERTIFIED PARTNERS. MCCI maintains partnerships for the purpose of additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project is handled directly by MCCI. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS. MCCI agrees to allow any other Government agency to purchase items at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCI and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

TERMINATION. The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

FORCE MAJEURE. Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY. MCCI may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

LIMITED LIABILITY. Notwithstanding anything in this Agreement to the contrary, MCCI's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCI to Client shall be strictly limited to the project fees paid to MCCI by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCI for the particular service/product that the Client's claim was caused by or arose out of.

INDEMNIFICATION. If MCCI or our affiliates (owners or partners), or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third-party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, or violation of your agreement with your customers or end users, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us or arising from an actual or alleged breach of your obligations to them.

PAYMENT & BILLING TERMS. MCCI will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

MARKETING & REFERENCES. Client agrees to allow MCCI to publicly announce the client's selection of MCCI for the specific solution(s), at the time of the client contracting with MCCI. Additionally, upon the client providing written consent, MCCI is authorized to publish and publicize testimonials and case study information pertaining to MCCI's work with the Client. This information, including the Client's organization name, logo, and contact information will be used in all media types.

USE OF BASECAMP. Through the course of this project, MCCI may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCI and The Client may be stored in Basecamp. The Client acknowledges that Basecamp is responsible for secure storage of this documentation, and agrees that Basecamp's security guidelines located at <https://basecamp.com/security> are acceptable for the storage of The Client's data and correspondence exchanged with MCCI.

SCANNING SOLUTION

SCOPE OF SERVICES AND PROJECT PRICING

The Client will furnish MCCi for its use in preparing the document imaging project all hardcopy /electronic documents to be converted.

PROJECT SCOPE – All estimates are based on information provided by the Client

- Document Size: Regular up to 11" x 17"
Department: Human Resources
Document Types: Employee Files
Document/Roll/Fiche Count: 1,600 Files
Image Count: 141,600
Images Per Document/Roll/Fiche: 88
- Current Storage Method: Files are stored in 75 regular banker's boxes and 2 large banker's boxes.
Condition of documents: Documents are in pretty good condition. Some of the older files are a little worn. Average number of staples and there are fasteners at the top of a lot of the files that secure the documents.
- DPI & Color: 300 DPI, Black & White
Number of Index Fields: Up to 4 Fields
Document Naming Convention: Last Name_First Name
Fields to be Indexed: Last Name, First Name, Date of Hire and Termination Date.
Optical Character Recognition: Included
- Method of Delivery: DVD Media
Output Type: Laserfiche Briefcase with PDF files
- Shipping Logistics: MCCi Pickup
Shipping & Delivery Terms: 1 Pickup and 1 Return Trip
- - Any corrections such as rescans or indexing changes must be brought to MCCi's attention within 90 days of the date that MCCi delivers the data to the Client. Corrections will not be made after 90 days.
 - If documents have seals, handwriting or other information on the back of pages, those will also be scanned and can increase the estimated image count.
 - Laserfiche System Remote Import Assistance is included in pricing below. MCCi will assist Lake Park staff in loading the images and indexes into Laserfiche.
 - Once the project is underway, MCCi will scan several sample

files and send to Lake Park for review in order to make sure the image quality, indexing and any other project specifications are acceptable.

- The quantities in this quote are estimates based upon information gathered during multiple site visits. As the project proceeds, periodic status meetings will be held so that the actual volume of documents processed can be compared to the estimate and the project scope and cost can be adjusted if necessary.

PROJECT PRICING

Project I – Conversion of Employee Files estimated cost	\$21,438.80
NCPA Discount	\$1,059.44
Total Estimate Cost	\$20,379.36
Excess Images @ \$0.14	

PAYMENT & BILLING TERMS

MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

ALL QUOTES EXPIRE IN 30 DAYS

The pricing and terms in this contract are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this contract. The rates listed may be applied to additional projects that haven't been specifically outlined in this contract, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

MCCI, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services to the **CITY OF *******, a corporation duly organized and existing under state law, hereinafter referred to as the Client, according to the following terms and conditions.

MCCI DOCUMENT SERVICES – INDEXING SERVICES. Once MCCI has received your documents, the following process will occur according to the terms laid out in MCCI's pricing proposal and may vary according to services selected.

CONSULTATION. A Consultation will be scheduled via a telephone conference after receipt of signed contract. This consultation is designed to go over the following: the signed contract and terms, folder structure, current searching methods, document naming scheme, document preparation requirements, and document shipment and/or pick up.

DOCUMENT PREPARATION. If you decide to send paper documents to MCCI, the process of document preparation begins with removing any materials that may prohibit the document from being fed through the scanner (i.e. Removal of documents from file folders, Removal of staples, paperclips, tape, clips, etc) and is described as Document Preparation. Upon completion of scanning, MCCI will organize the documents into their original order as received from the Client but not placed back into their file folders or reprinted unless specifically stated otherwise in the project scope.

DOCUMENT ORGANIZATION & INDEXING. Based on the scope of the project and outcome of your consultation, MCCI will organize and index your documents. Each project will have its own required organization and indexing requirements. Our project management team will work with the Client to identify those requirements. Prior to project kickoff we will send the Client example template cards and file-tree structure for their approval. Or, if the Client already has existing Laserfiche template cards created for a specific document series, they can send us that template via Laserfiche Briefcase.

DOCUMENT QUALITY CONTROL. MCCI performs a thorough quality control process after the job has been completed. Steps are taken to ensure documents have been captured, the quality of the scanned images are comparable to the originals, and manual indexing errors have been corrected. Even with the best quality control processes, there are going to be occasional errors that go uncorrected. MCCI's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCI cannot be accountable for records not reflected in original inventory report as provided by Client. MCCI will correct only those valid discrepancies above the acceptable error rate reported within 90 days after delivery of electronic data to Client.

DOCUMENT STORAGE. MCCI's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCI will arrange for the return of hardcopy documents to the client after completion of scanning. If documents reside at mcci facilities for a period longer than 90 days after converted electronic data is delivered to client storage charges of \$2.50 per cubic foot per month will apply.

DATA STORAGE MCCI is not responsible for maintaining a copy of Client data, with the exception of Clients who contractually and on a recurring basis, utilize MCCI's Online Document Hosting Services. MCCI periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCI's discretion. MCCI recognizes that for records retention and security compliance, the Client may require MCCI to delete copies of it's data prior to MCCI's process of deleting data; If so, the Client is responsible for making the request in writing and for obtaining confirmation of data deletion.

ENTERPRISE WIDE SCANNING SERVICES. In accordance with the terms and conditions herein, MCCI can provide any department in the organization with scanning services for documents other than those described in this pricing proposal. All costs are volume based and can be provided upon request. MCCI will consult with each department interested in beginning their own project to determine individual scanning and indexing needs.

MICROFILM & FICHE CONVERSION SERVICES. MCCI offers electronic conversion services for microfilm, microfiche, and aperture cards. The Client will provide MCCI with data to be converted to electronic format. MCCI will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by the Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCI is not responsible for the accuracy of existing image quality, such as black borders, skewed images, blurry images, non-legible images, or other errors that are not controllable by MCCI. Unless otherwise specified in the project scope, MCCI will index by the roll/card number or unique identifier.

LASERFICHE SEARCH ENGINE MEDIA. If included in the Scope of Services, MCCI will integrate the documents with the LaserFiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and full text word search. MCCI will provide the Client with the appropriate media containing all documents scanned and integrated with Laserfiche.

ONLINE DOCUMENT HOSTING. MCCI will post the documents to the web for a minimal annual fee. MCCI provides the Client with a direct link which can then be linked to the Client's website for public access if desired. Document storage cost is determined upon actual image count. All documents on the site are integrated with a search engine, and updates are incorporated as the database is amended.

PROJECT TIMELINE. MCCI will complete and deliver the project within the predetermined project timeline as agreed upon with the Client. Should MCCI require additional time, the Client will be notified immediately.

DOCUMENT TRANSPORTATION. The Client is required to package all materials per MCCI's instruction prior to delivery of materials to MCCI facilities. If the Client chooses to utilize MCCI's pick up and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one shipment. At the time of updating or if additional trips are required due to the Client not having all the documents ready for pick up, additional charges will be applied. If the Client chooses to ship via a certified carrier, the Client incurs all shipping costs.

PRICING. Charges apply on a per project basis and are dependent upon size and volume of documents. MCCI requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES. The prices quoted are made with the expectation that Client will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply. MCCI will call for authorization to proceed with the project.

LASERFICHE SYSTEM CLIENTS. Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCI has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system Clients. For these reasons, MCCI should be considered as a Preferred/Best Value provider for scanning services. Additionally, Laserfiche

System Clients are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project / updates to existing projects.

MCCI CERTIFIED PARTNERS. MCCi maintains partnerships for the purpose of additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project is handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS. MCCi agrees to allow any other Government agency to purchase items at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCi and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

TERMINATION. The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

FORCE MAJEURE. Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY. MCCi may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

LIMITED LIABILITY. Notwithstanding anything in this Agreement to the contrary, MCCi's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCi to Client shall be strictly limited to the project fees paid to MCCi by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCi for the particular service/product that the Client's claim was caused by or arose out of.

INDEMNIFICATION. If MCCi or our affiliates (owners or partners), or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third-party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, or violation of your agreement with your customers or end users, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. You must also pay reasonable attorney fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with us or arising from an actual or alleged breach of your obligations to them.

PAYMENT & BILLING TERMS. MCCi will invoice project on a monthly schedule, based on deliverables (via Electronic media or the internet). Payment is due upon receipt of an invoice.

MARKETING & REFERENCES. Client agrees to allow MCCi to publicly announce the client's selection of MCCi for the specific solution(s), at the time of the client contracting with MCCi. Additionally, upon the client providing written consent, MCCi is authorized to publish and publicize testimonials and case study information pertaining to MCCi's work with the Client. This information, including the Client's organization name, logo, and contact information will be used in all media types.

USE OF BASECAMP. Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and The Client may be stored in Basecamp. The Client acknowledges that Basecamp is responsible for secure storage of this documentation, and agrees that Basecamp's security guidelines located at <https://basecamp.com/security> are acceptable for the storage of The Client's data and correspondence exchanged with MCCi.

PAYMENT & BILLING TERMS

This project will be invoiced upon completion of the proposed professional services but may be broken up based on the completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

MCCI PROJECT-BASED SERVICES

To determine which services are included with your project, please refer to the Pricing Section.

LASERFICHE FILING WORKFLOW CONFIGURATION

MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows your organization to archive specified records in a proper format and location that is consistent with your organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work with the Client's Project Manager to build a Business Process in the Client's Laserfiche environment.

MCCI DELIVERABLES

- Configure a Laserfiche Workflow including (Up To 15 Documents) for archival
 - Includes renaming of documents
 - Routing to appropriate folder structure
- Consultation with a MCCi Project Manager

CLIENT DELIVERABLES

- Provide MCCi with a mapped out narrative and flowchart of the specified business process
- Thoroughly define each resource and activity in the business process, including any exceptions
- Respond in a timely fashion to questions posed by MCCi's Business Process Configuration team
- Appointment of Client Project Manager
- Availability of IT resources as needed and end users for interviews and Business Process testing
- Required Laserfiche software licensing

Prepared For:
Lake Park, FL

Presented By:
Bryan Frick

SCANNING

SOLUTION

Issued: August 20, 2019





CORPORATE OFFICE

Sales Department
1958A Commonwealth Lane • Tallahassee, FL 32303
Phone (800) 342-2633 • Fax (850) 564-7496

BRYAN FRICK
Account Executive
(850)701-0725

bryanf@mccinnovations.com

August 20, 2019

Ms. Vivian Mendez
City of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Ms. Mendez:

Thank you for allowing me to work with you regarding our Digitization services. While reviewing the enclosed Proposal, please keep in mind the following advantages of being a MCCI Client:

Experience - MCCI was created by Municipal Code Corporation to focus on innovative solutions for the public sector. MCCI has been providing scanning, indexing, and conversion services to entities including Cities, Counties, State Agencies, Special Districts, School Districts, Law Enforcement, and more for over 15 years. We have completed hundreds of projects and have a long list of satisfied Clients.

Client Commitment – We are committed to making sure your project is done right. If the quality of our work is not what you expect, we fix it. Our Clients come first.

Safe & Secure – All Scanning Division staff go through HIPAA and CJIS training for sensitive documents. Sensitive data is stored and accessed using several levels of security.

Leading Provider – MCCI is the leading provider of Laserfiche in the world and a Laserfiche Gold VAR. Even if you don't have Laserfiche, we know document management and can help make sure you are able to leverage your digital documents.

Complete Solutions – In addition to converting documents, we provide solutions for document management, business process improvement, and managing public records requests. We are passionate about helping our Clients go paperless and improve overall efficiency. Working with a single partner can help reduce costs and improve project outcomes.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Account Executive
Bryan Frick

EXECUTIVE SUMMARY

OUR HISTORY

Our story goes back to the 1950s, as a one-man operation, for the sole purpose of codifying municipal laws and ordinances and printing this material. George Langford, the founder of Municode, was a true pioneer. He bought the first copy machine in Florida and carried it from city to city in the trunk of his Buick.

Fast forward 65 years and look at us now! MCCi is committed to leading the industry, staying abreast of technology and focusing on the needs of our clients so that everyone – our clients and our employees – may grow.

OUR CULTURE

We are fanatical about client success. Success starts with our eagerness to understand our client's goals. We understand that excellent service, client education and follow up are all part of the successful life cycle.

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Submitted by: **MCCi, a Limited Liability Company**

Date: August 20, 2019

By: _____
(Signature)

(Printed Name & Title)

Noted Items Accepted by: **CITY OF LAKE PARK, FL**

Date: _____

By: _____

(Signature)

(Printed Name & Title)

Prepared For:
Lake Park, FL

Presented By:
Bryan Frick

SCANNING

SOLUTION

Issued: September 26, 2019





CORPORATE OFFICE
Sales Department
P.O. Box 2235 • Tallahassee, Florida 32316
Phone (800) 342-2633 • Fax (850) 564-7496

BRYAN FRICK
Account Executive
(850)701-0725
bryanf@mccinnovations.com

September 26, 2019

Ms. Vivian Mendez
City of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Ms. Mendez:

Thank you for allowing me to work with you regarding our Digitization services. While reviewing the enclosed Proposal, please keep in mind the following advantages of being a MCCI Client:

Experience - MCCI was created by Municipal Code Corporation to focus on innovative solutions for the public sector. MCCI has been providing scanning, indexing, and conversion services to entities including Cities, Counties, State Agencies, Special Districts, School Districts, Law Enforcement, and more for over 15 years. We have completed hundreds of projects and have a long list of satisfied Clients.

Client Commitment - We are committed to making sure your project is done right. If the quality of our work is not what you expect, we fix it. Our Clients come first.

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Leading Provider - MCCI is the leading provider of Laserfiche in the world and a Laserfiche Gold VAR. Even if you don't have Laserfiche, we know document management and can help make sure you are able to leverage your digital documents.

Complete Solutions - In addition to converting documents, we provide solutions for document management, business process improvement, and managing public records requests. We are passionate about helping our Clients go paperless and improve overall efficiency. Working with a single partner can help reduce costs and improve project outcomes.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Bryan Frick
Account Executive

EXECUTIVE SUMMARY

OUR HISTORY

Our story goes back to the 1950s, as a one-man operation, for the sole purpose of codifying municipal laws and ordinances and printing this material. George Langford, the founder of Municode, was a true pioneer. He bought the first copy machine in Florida and carried it from city to city in the trunk of his Buick.

Fast forward 65 years and look at us now! MCCI is committed to leading the industry, staying abreast of technology and focusing on the needs of our clients so that everyone – our clients and our employees – may grow.

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Submitted by: **MCCi, a Limited Liability Company**

Date: September 26, 2019

By: _____
(Signature)

(Printed Name & Title)

Noted Items Accepted by: **CITY OF LAKE PARK, FL**

Date: _____


By: _____
(Signature)

(Printed Name & Title)

Prepared For:
Lake Park, FL

Presented By:
Bryan Frick

SCANNING

SOLUTION

Issued: December 27, 2019





CORPORATE OFFICE

Sales Department
1958A Commonwealth Lane • Tallahassee, FL 32303
Phone (800) 342-2633 • Fax (850) 564-7496

Bryan Frick
Account Executive
Dade City, Florida

(850)-701-0725 x7729 bryanf@mccinnovations.com

December 27, 2019

Bambi Turner
535 Park Avenue
Lake Park, FL 33403

Dear Ms. Turner:

Thank you for allowing me to work with you regarding our Digitization services. While reviewing the enclosed Proposal, please keep in mind the following advantages of being a MCCI Client:

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Submitted by:

MCCi, LLC

Date:

December 27, 2019

By:


(Signature)

(Printed Name & Title)

Noted Items Accepted by:

CITY OF LAKE PARK, FL

Date:



By:

(Signature)

(Printed Name & Title)

TAB 8



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 02/19/2020 **Agenda Item No.** -2020

Agenda Title: FISCAL YEAR 2019/2020 BUDGET
AMENDMENT FOR THE GENERAL FUND

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON ____ READING
- NEW BUSINESS
- OTHER: _____

- CONSENT AGENDA
- OLD BUSINESS

Approved by Town Manager *[Signature]* **Date:** 2-11-2020

Lourdes Cariseo Finance Director *Lourdes Cariseo*
Name/Title

Originating Department: FINANCE	Costs: \$21,014 Funding Source: Budget Amendment <input checked="" type="checkbox"/> Finance <i>LCariseo</i>	Attachments: Resolution,
Advertised: 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 _LC Please initial one.

Summary Explanation/Background:

Annual inspection fees for rental properties are on a five year cycle, beginning fiscal year 2019/2020. The Town has received over \$9,800 in unbudgeted revenue for these inspections year to date. The Grounds Department has need of a capital investment in a new Toro mower. The current mower has become unreliable, and parts have become difficult to source. The cost is \$21,014. The increase to the General Fund amends the 2019/2020 budget to a total of \$ 8,776,027.

The staff recommends adjusting the following revenue/expenditure items:

Increase Revenue Budget in – Service Charges/ Code Violations 001-363.120 in the amount of \$11,214

Increase Revenue Budget in - Rental Property Inspections 001-329.225 in the amount of \$9,800

Increase Expenditure Budget – Professional Services 001-406-64100 in the amount of \$21,014

Recommended Motion:

I move to adopt Resolution 10-02-20.

RESOLUTION NO. 20-02-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2019-2020 AS PREVIOUSLY ADOPTED BY RESOLUTION 77-09-19; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 76-09-19 a final millage rate for Fiscal Year 2019-2020; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2019-2020, which was adopted by Resolution 77-09-19.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are supported herein.

Section 2. The Town Manager is hereby authorized to amend/transfer between departmental accounts provided, however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

Section 3. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This Resolution shall become effective immediately upon adoption.

TAB 9



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2020

Agenda Item No. _____

Agenda Title: Resolution of the Town Commission Authorizing and Directing the Town Manager to Expend Budgeted Funds to Acquire a Turf Mower for the Town's Grounds Maintenance Division.

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

Approved by Town Manager *[Signature]* Date: 2-5-19

R 2/4/2020
Richard Scherle / Public Works Director

<p>Originating Department: Public Works</p>	<p>Costs: \$21,013.70 Funding Source: Grounds Maintenance – Machinery and Equipment Acct. # 406-64100 [X] Finance <u><i>R Cariso</i></u></p>	<p>Attachments: -Resolution No. _____ -Price Quotation from Hector Turf, Inc. per the Toro Company/OMNIA Contract No. 2017025</p>
<p>Advertised: Date: _____ Paper: _____ [X] 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><i>pl</i></u> Please initial one.</p>

Summary Explanation/Background:

The Town's Grounds Maintenance Division relies on a set of four commercial-grade turf mowers to mow the Town's 28 acres of parks, green spaces, easements and alleyways. The units typically have a life-cycle of approximately 10 years. One of these units, a "Skag" brand 72 inch deck mower used for easement maintenance, is a 2004 model that has reached 16 years of age (thanks to our Vehicle Maintenance Division's efforts at keeping the unit operational past its useful life). However,

parts have become difficult to source and the mower has become unreliable for continued operations.

Due to a solid performance history with Toro mowers and the high level of service that the Town has experienced over the years from Toro's local dealer (including parts availability), Toro was specified again for this proposed purchase of a new mower unit. Using the OMNIA competitive Bid Award to the Toro Company, a proposal was solicited from the Toro Company's local Palm Beach County dealer, Hector Turf, Inc. The unit that was specified is the same unit that the Town purchased in 2018.

The OMNIA contract price of the specified Toro mower unit is \$21,013.70, and includes a four year warranty. The purchase of the mower is fully funded as a result of the application of a budget transfer as fully described within the complementary budget transfer ARF associated with this purchase (as prepared by the Finance Director). Staff is recommending the purchase of one Toro Groundsmaster 7200 Heavy Duty Zero Turn Mower so that the Town's Grounds Maintenance Division can continue to provide adequate levels of service.

Recommended Motion:

I move to adopt Resolution No. 21-02-20.

RESOLUTION NO. 21-02-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS TO ACQUIRE A TORO GROUNDSMASTER TURF MOWER FOR THE TOWN'S GROUNDS MAINTENANCE DIVISION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereafter "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, based upon the unit cost contract pricing established in OMNIA Contract Number 2017025, the Town solicited a proposal from the Toro Company's local dealer, Hector Turf, Inc., to purchase one, 2020 Toro Groundsmaster 7200 Heavy Duty Zero Turn Turf Mower for its Grounds Maintenance Division at a cost of \$21,013.70; and

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

WHEREAS, based upon the proposal from the Toro Company dealer, Hector Turf, Inc., the Town Manager recommends the purchase of one 2020 Toro Groundsmaster 7200 Heavy Duty Zero Turn Turf Mower.

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 Town Manager is hereby authorized and directed to purchase one Toro Groundsmaster 7200 Heavy Duty Zero Turn Turf Mower, and to execute any purchase orders, contracts or other documents necessary to effectuate its purchase.

Section 3. This Resolution shall be effective upon adoption.



1301 NW 3rd Street
 Deerfield Beach, FL 33442
 Tel 954-429-3200 Fax 954-725-6701

Quotation

Sold To:

Town of Lake Park

Attn: Mr. Patterson

Via Email: vpatterson@lakeparkflorida.gov

Date: 01/31/20

Quote # Q22923-2

Terms N30

Town of Lake Park					
Qty.	Model	Description	MSRP	Unit Price	Extended Price
1	30495	Toro Groundsmaster 7200 No Deck	\$21,337.00	\$16,685.53	\$ 16,685.53
1	30481	72 Inch Side Discharge Deck	\$4,154.00	\$3,248.43	\$ 3,248.43
1	30483	Jack Stand Kit	\$281.00	\$219.74	\$ 219.74
1	TPP48-3600C	TPP-Comprehensive	\$860.00	\$860.00	\$ 860.00
Total Amount For (1) Toro Groundsmaster 7200 No Deck					\$ 21,013.70

Toro Pricing per OMNIA City of Mesa Contract# 2017025

<https://www.omniapartners.com/publicsector/contract/supplier-contracts/toro>

Terms:

All prices quoted FOB Deerfield Beach unless otherwise indicated.

The preceding pricing is valid for 30 Days.

Prices and incentives based upon complete package purchase.

Prices include assembly where applicable and accessibility to parts and service manuals.

Timing of delivery may vary and is subject to manufactures availability.

Purchaser is responsible for applicable taxes and duties.

No credit card payments on equipment purchases.

Quotation Provided By:

HECTOR TURF

Jason DuPree

Account Representative

Government and Municipals

TAB 10



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: 02/19/2020 **Agenda Item No. -2020**

Agenda Title: **FISCAL YEAR 2019/2020 BUDGET
ADJUSTMENT FOR THE GENERAL FUND**

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

Approved by Town Manager *John Ayres* **Date:** 2-20-2020

Lourdes Cariseo Finance Director *Lourdes Cariseo*
Name/Title

Originating Department: FINANCE	Costs: \$4,000 Funding Source: Budget Adjustment <input checked="" type="checkbox"/> Finance <i>LCariseo</i>	Attachments: Resolution,
Advertised: 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>LC</u> Please initial one.

Summary Explanation/Background:

At the December 18, 2019 Town Commission meeting a presentation was made by Onsolve LLC, outlining the company's CodeRed notification system. The budget for this service agreement is being transferred from the Town Managers' budget to Human Resources. The amount of the transfer is \$4,000.

The staff recommends adjusting the following expenditure accounts:

Transfer from Professional Service 001-104-31000 \$4,000
 Transfer to Contractual Services 001-105-34000 \$4,000

Recommended Motion:

I move to adopt Resolution ~~20~~ 22-02-20

RESOLUTION NO. 22-02-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2019-2020 AS PREVIOUSLY ADOPTED BY RESOLUTION 77-09-19; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission has previously established the budget for the Town of Lake Park for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

WHEREAS, at the time of its adoption, the budget properly reflected expected revenues and appropriations; and

WHEREAS, to implement this budget, the Town Commission adopted and levied by Resolution No. 76-09-19 a final millage rate for Fiscal Year 2019-2020; and

WHEREAS, the Town Commission deems it necessary and advisable to amend the budget for the Town of Lake Park for Fiscal Year 2019-2020, which was adopted by Resolution 77-09-19.

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

Section 1. The whereas clauses are incorporated herein as true and correct and are supported herein.

Section 2. The Town Manager is hereby authorized to amend/transfer between departmental accounts provided, however, that total appropriated expenditures by fund do not exceed Commission authorized amounts.

Section 3. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This Resolution shall become effective immediately upon adoption.

TAB 11



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 19, 2020

Agenda Item No.

Agenda Title: Resolution Authorizing and Directing the Mayor to Execute the Service Agreement with Onsolve LLC for the Provision of CodeRED Internet-Based and Accessed Notification Services to the Town of Lake Park

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
 BOARD APPOINTMENT OLD BUSINESS
 PUBLIC HEARING ORDINANCE ON ____ READING
 NEW BUSINESS
 OTHER: _____

Approved by Town Manager *[Signature]* Date: 2-5-2020

Name/Title Assistant Town Mgr/Human Resources Director

Originating Department: Human Resources	Costs: \$ 4,000.00 Funding Source: Acct. # <input type="checkbox"/> Finance <u><i>Cariseo</i></u>	Attachments: Resolution; Service Agreement with Onsolve LLC; Confirmation of General Services Administration Contract Status; and, Agenda Request Form and Attachments from the December 18, 2019 Commission meeting
Advertised: 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: <u>BMT</u> OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background:

At the December 18, 2019 Town Commission meeting Becki Gallahan, the Regional Sales Representative of Onsolve LLC, made a presentation outlining the company's CodeRED community notification system. A copy of the Agenda Request Form and attachments (i.e., PowerPoint Presentation) from the December 18, 2019 Commission meeting are attached for ease of reference. The Town Commission agreed by consensus to direct staff to move forward with this item as a future agenda.

A copy of the Service Agreement with Onsolve LLC for the provision of Internet-based and accessed notification services to Town residents and businesses is attached. The total cost for the provision of CodeRED services by Onsolve LLC is \$4,000.00 for the initial one-year term. As an agenda item at this Commission meeting just prior to consideration of this Resolution, the Commission will have approved the Fiscal Year 2020 budget adjustment to provide funding to cover the cost of this initiative.

Onsolve LLC has an extensive track record of assisting local governments and business clients in sending emergency communications and mass notifications to individuals and groups utilizing its commercial information technology services. It is a General Services Administration (GSA) Schedule 70 contract holder which will enable the Town to engage the services of this company without having to go out for a competitive solicitation for such services. Confirmation of such status is attached.

Staff recommends approval.

Recommended Motion: I move to approve Resolution 23-02 - 2020.

RESOLUTION

RESOLUTION NO. 23-02-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH ONSOLVE LLC FOR THE PROVISION OF CODERED INTERNET-BASED AND ACCESSED NOTIFICATION SERVICES; 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 is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town to institute an Internet-based and accessed notification service to ensure the provision of timely announcements and information to its residents and businesses; and

WHEREAS, Onsolve LLC (“Onsolve”) has provided a proposal to the Town to provide Internet-based and accessed notification services to the Town through its CodeRED technology; and

WHEREAS, Town staff has recommended that the Town enter into a service agreement with Onsolve for its CodeRED technology.

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

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute an agreement with Onsolve for its CodeRED technology services, a copy of which is attached hereto and incorporated herein as **Exhibit A**, for the provision of an Internet-based and accessed notification service to Town residents and businesses.

Section 3. This Resolution shall become effective immediately upon adoption.

SERVICE AGREEMENT

EXHIBIT A



ONSOLVE™

SERVICE AGREEMENT
CodeRED®

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of **the last date signed on Exhibit B** (the "Effective Date").

SERVICE ORDER		
GSA AGREEMENT- GSA CONTRACT #GS35F0253W		
Provider Information: ("Provider")	Provider Name: Entity Type: State of Organization: Provider Address:	ONSOLVE, LLC Limited Liability Company Delaware 780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name: Entity Type: State of Incorporation: Customer Address: Business Contact/Title: Phone: Email:	<u>Town of Lake Park</u> <u>body politic</u> <u>Florida</u> <u>535 Park Avenue</u> <u>Lake Park, FL 33403</u> <u>John O. D'Agostino/Manager</u> <u>(561) 881-3304</u> <u>jd'agostino@lakeparkflorida.gov</u>

<i>Please complete below if the Primary User is different from the Business Contact</i>	
Primary User Name:	John D'Agostino
Phone:	561-881-3300
Email:	JD'Agostino@lakeparkflorida.gov

<i>Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.</i>	
Customer Invoice Name:	Town of Lake Park
Attention:	Finance Department
Address:	535 Park Avenue
City, State, Zip:	Lake Park, Florida 33403
Phone:	561-881-3350
Email:	accountpayable@lakeparkflorida.gov
Preferred method of receiving invoices: <input type="checkbox"/> Email <input type="checkbox"/> US Mail	

DETAILED SERVICE DESCRIPTION	
Initial Term (commencing on Effective Date)	One (1) Year
Renewal Term(s)	One (1) Year
<u>CodeRED On-Demand Notification Service – GSA Contract Items - Unlimited</u>	
Annual Notification Subscription Fee:	\$4,000.00
<u>Additional Features – GSA Contract Items</u>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual Foreign Message Translation Subscription Fee for up to three (3) languages, as selected on Schedule 1:	Included
Annual Cost for all Additional Features:	Included
Initial Term Cost for all Additional Features:	Included
Initial Term Subtotal:	\$4,000.00

All amounts are stated in United States Dollars unless specifically indicated otherwise.

- GIS (Target Recipients by Geographic Location): **Town of Lake Park, Florida (the "Notification Area")**
- Up to **9,000** Recipients. A deviation above 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates.
- Annual Notification Subscription Fee includes **Unlimited** Message Units per year for Notifications sent via phone, SMS text or email.

- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

CUSTOMER: TOWN OF LAKE PARK, FLORIDA

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to legal
form and sufficiency

Town Attorney

EXHIBIT A GENERAL SERVICE DESCRIPTION – CODERED®

Description of On-Demand Notification Service: The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- *Phone:* call (866) 939-0911 for live operator assistance 24/7/365.

Description of Service. With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B.
- Unlimited messaging via email and to the CodeRED Mobile Alert App.
- “Message Unit” means:
 - Sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
 - SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple Message Units.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer’s inability to use the Service due to Customer’s delay in providing data.
- Customer may purchase professional services (“Professional Services”), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

Contact List Maintenance. Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment (“CNE”) Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer’s privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer’s internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer’s request, provided all Fees are paid in full, transmit in Provider’s standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

Customer Support. Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider’s reasonable discretion, non-urgent after hours and off hours (“AHOH”) inquiries may be deferred until conventional business hours to facilitate best handling.

Training. All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer’s schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

Support Documentation. Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

Description of Additional Features. Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning® ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App").** Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

SCHEDULE 1 – FOREIGN MESSAGE TRANSLATION

Please select **Three (3)** languages.

Selected Language
<input type="checkbox"/> Catalan (Catalan)
<input type="checkbox"/> Chinese (Simplified, PRC)
<input type="checkbox"/> Chinese (Traditional, Hong Kong S.A.R.)
<input type="checkbox"/> Chinese (Traditional, Taiwan)
<input type="checkbox"/> Danish (Denmark)
<input type="checkbox"/> Dutch (Netherlands)
<input type="checkbox"/> Finnish (Finland)
<input type="checkbox"/> French (Canada)
<input type="checkbox"/> French (France)
<input type="checkbox"/> German (Germany)
<input type="checkbox"/> Italian (Italy)
<input type="checkbox"/> Japanese (Japan)
<input type="checkbox"/> Korean (Korea)
<input type="checkbox"/> Norwegian, Bokmål (Norway)
<input type="checkbox"/> Polish (Poland)
<input type="checkbox"/> Portuguese (Brazil)
<input type="checkbox"/> Portuguese (Portugal)
<input type="checkbox"/> Russian (Russia)
<input type="checkbox"/> Spanish
<input type="checkbox"/> Spanish (Mexico)
<input type="checkbox"/> Spanish (Spain, International Sort)
<input type="checkbox"/> Swedish (Sweden)

Additional Languages for FMT may be purchased in blocks of three (3) languages for \$250/year, which shall not be prorated for any partial year.

Exhibit B
TERMS AND CONDITIONS

1. DEFINITIONS.

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "API" means the application program interface for the Service.
- 1.3. "API Contacts" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "Contact" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "Content" means content, data, text, messages and other material contained in a Notification.
- 1.7. "Data Processing Addendum" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "EU or Swiss Personal Data" means Standard Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679) ("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.
- 1.10. "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "Initiator(s)" means an individual person or application authorized to create and issue Notifications.
- 1.12. "Notification(s)" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.14. "Service" means Provider's software-as-a-service, internet-based and accessed notification service to set up and send Notifications.
- 1.15. "Service Order" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.
- 1.16. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.17. "Subscription Fee" means the fees for access to and use of the Service, including any activation fees.
- 1.18. "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.19. "User" means, collectively, Initiator(s) and Contact(s).

2. SCOPE OF THE SERVICE.

2.1. Service. Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.

2.2. Ownership and Service Components. All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, www.onsolve.com/privacy-statement. Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. **Contact Limit.** During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

3. PAYMENT AND TAXES

3.1. **Payment.** Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. **Taxes.** In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. **Message Surcharges.** Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

4. TERM AND TERMINATION

4.1. **Term.** Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term.

4.2. **Termination.** If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. **Suspension.** Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. **Effects of Termination.** Upon termination or expiration of this Agreement or upon request by an individual who has subscribed with Customer during the term (i) Provider will, upon written request of Customer, erase Customer data which Customer and Provider agree to be an exempt record pursuant to Chapter 119, Florida Statutes from the production servers controlled by Provider, as soon as technically feasible, upon request of an individual who has subscribed with Customer during the term, and upon Customer's request (1) shall discontinue processing such data; as soon as technically feasible, but in no event later than 90 days from the customer's request and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 7 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

5. CUSTOMER OBLIGATIONS

5.1. **Customer Obligations.** The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. **Acceptable Use Policy.** Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. **Data Security.** Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the

Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice, Accountability for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

6. CONFIDENTIALITY AND SECURITY.

6.1. Confidential Information. During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("Confidential Information"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Nothing in this Agreement will be deemed to require Provider to disclose any Confidential Information to Customer or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency or to prohibit the required disclosure of information pursuant to Chapter 119, Florida Statutes ("the Public Information Act"). The Customer will promptly notify Provider of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Provider in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Provider.

6.2. Security. Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

7. REPRESENTATIONS AND DISCLAIMER

7.1. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. Additional Provider Representations. Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. Disclaimer. Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION AND RESPONSIBILITY

8.1. Provider General Indemnification. Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "Losses"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. Provider IP Indemnification. Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in

compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. Customer Indemnification. To the extent allowable by law, Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct. Additionally, Customer's indemnification of Provider shall be subject to the provisions of S.768.28(5), Florida Statutes, including the monetary limitations set forth therein, which shall apply whether the underlying action sounds in contract or tort.

8.4. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

9. LIMITATION OF LIABILITY

9.1. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

10. GENERAL

10.1. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. Publicity. For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. Survival of Terms. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. Independent Contractor. Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. Severability. If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. U.S. Government End Users. As defined in FAR section 2.401, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

10.13. Public Records. Pursuant to section 119.0701, Fla. Stat. a) Provider shall maintain public records required by Customer to perform the services; b) upon request from Customer's custodian of public records, Provider shall provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; c) Provider shall 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 Provider does not transfer the records to Customer; d) upon completion of this contract, Provider shall transfer, at no cost, to Customer all public records in possession of Provider or keep and maintain public records required by Customer to perform the service. If Provider transfers all public records to Customer upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

PROVIDER: ONSOLVE, LLC

CUSTOMER: TOWN OF LAKE PARK, FLORIDA

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Executed for Exhibits B and C

Approved as to legal
form and sufficiency

Town Attorney

AGENDA COPY ONLY. NOT FOR SIGNATURE

**EXHIBIT C
ACCEPTABLE USE POLICY**

1. General Terms.

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.

**GENERAL SERVICES
ADMINISTRATION
CONTRACT STATUS
CONFIRMATION**

Contractor/Manufacturer matches

Source	Description
70	<p>GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, and local government entities access to information technology items offered through indicate that authorized state and local government entities may procure from that contractor.</p> <p>Contractors ONSOLVE, LLC [GS-35F-0253W]</p> <p>Manufacturers ONSOLVE, LLC</p>

Contractor Information

Contract #: GS-35F-0253W
Contractor: ONSOLVE, LLC
Address: 780 W GRANADA BLVD
ORMOND BEACH, FL 32174-2301
Phone: 866-939-0911
E-Mail: Jodi.baker@onsolve.com
Web Address: <http://www.onsolve.com>
DUNS: 801237293
NAICS: 541519

Source

Title

70

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES



Becki Gallahan
Regional Sales Representative

becki.gallahan@onsolve.com

866 939 0911 Office

386 527 9129 Mobile

onsolve.com

**AGENDA REQUEST FORM
AND ATTACHMENTS
FROM THE DECEMBER 18,
2019 COMMISSION
MEETING**



Town of Lake Park Town Commission

Agenda Request Form

Copy as submitted on 12/11/2019

Meeting Date: December 18, 2019

Agenda Item No.

Agenda Title: Onsolve Presentation Regarding the CodeRED Community Notification System

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

Approved by Town Manager _____ Date: _____

Sam M. McElroy Sr.

Name/Title
ASSISTANT TOWN MANAGER/HUMAN RESOURCES DIRECTOR

<p>Originating Department:</p> <p>Town Manager</p>	<p>Costs: \$ 0.00</p> <p>Funding Source:</p> <p>Acct. #</p> <p>[] Finance _____</p>	<p>Attachments:</p> <p>PowerPoint Presentation; Onsolve Brochure; and, Onsolve Service Agreement and Terms and Conditions (not yet reviewed by the Town Attorney)</p>
<p>Advertised:</p> <p>Date: _____</p> <p>Paper: _____</p> <p><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 <u>BMT</u></p> <p>OR</p> <p>Not applicable in this case _____</p> <p>Please initial one.</p>

Summary Explanation/Background:

At the October 30, 2019 Commission meeting, the Town Manager advised the Town Commission that he would request that a presentation be made to the Commission by CodeRED, a public safety and government alerting system provided by Onsolve by which agencies can connect with residents and provide high speed community and emergency notifications. This was in response to concerns raised regarding the Town's communication and outreach with Town residents during Hurricane Dorian and in direct response to the question raised regarding a text-blast outreach communication system.

Such a presentation was requested, and as a result Onsolve provided the costs for such service which are as follows (and as highlighted on the attached Onsolve Service agreement CodeRED):

DETAILED SERVICE DESCRIPTION	
Initial Term (commencing on Effective Date)	One (1) Year
Renewal Term(s)	One (1) Year
<u>CodeRED On-Demand Notification Service - Unlimited</u>	
Annual Notification Subscription Fee:	\$4,000.00
<u>Additional Features</u>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual Cost for all Additional Features:	Included
Initial Term Cost for all Additional Features:	Included
Initial Term Subtotal:	\$4,000.00

All amounts are stated in United States Dollars unless specifically indicated otherwise.

Staff requested that Onsolve provide a list of references. Onsolve provided contact information for the cities of Bradenton, Tamarac and Hollywood, Florida. Staff contacted such references and the following is the feedback that was obtained:

City of Bradenton

"Ms. Turner – I am the point person for the CodeRED program here at the City of Bradenton. I can't say enough about the folks at OnSolve, their ongoing customer service and the CodeRED product itself. *Ongoing* really is the key word for OnSolve – my account reps are consistently available and helpful, there is a library of training documents and videos from which to continually refresh one's level of training, and OnSolve technical support is always just a phone call away. My customer service experience has been phenomenal – when I have a question, they are right there to answer. When I had to send out my first CodeRED alert, technical support held my hand all the way through it. After I sent out city all-calls recently during Hurricane Dorian, our account rep was right there afterward running statistical operations to help keep our

database as up-to-date and accurate as possible for our next use of CodeRED. (In fact, I have a CodeRED message scheduled to go out at 4 p.m. this afternoon!)

Really, these guys are serious about emergency notification, and the thing I love most about them is that they don't disappear after you sign the contract. They have been there for me every time I needed somebody."

City of Tamarac

"I am more than happy to give a great reference for OnSolve, we have been with them for Many Years starting in 2004

Service is a 10+

Response to requests for assistance is a 10+

Training is a 10+

They are very quick to assist with any needs you may require, they have come to our City to train almost every year we have contracted with them. There are no negative aspects in our experience."

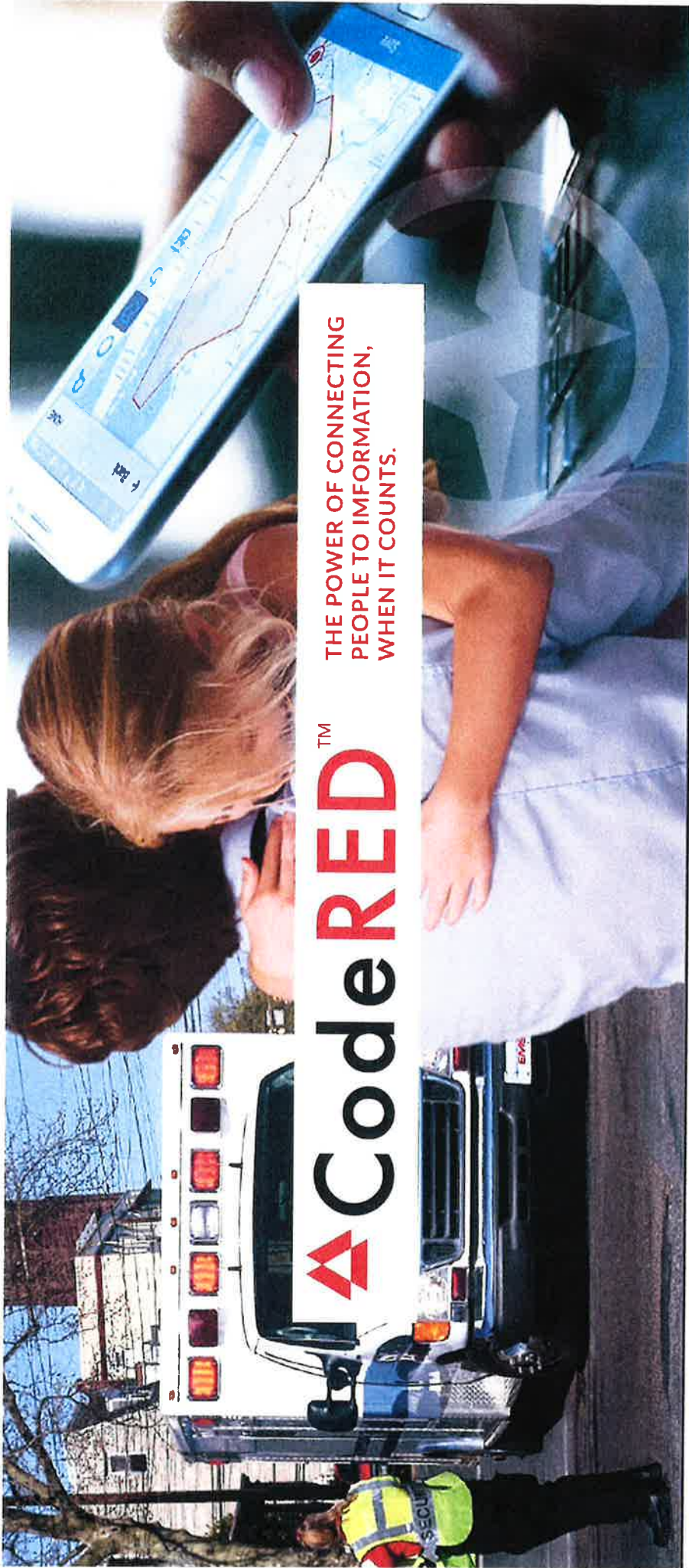
City of Hollywood


"The City of Hollywood has been a client of OnSolve since 2013. We have been very pleased and satisfied with the CodeRED system. It is easy to use and has served our internal and external messaging needs extremely well. OnSolve's customer service also has been excellent and available during and after business hours. OnSolve also has made some minor customizations to our service to for some unique needs we have had."

Recommended Motion: There is no recommended motion. This is a presentation only.

contub docmnts are included in the agenda item as information only.

CodeRED PowerPoint Presentation



 **CodeRED**TM

THE POWER OF CONNECTING
PEOPLE TO INFORMATION,
WHEN IT COUNTS.

A Public Safety Partnership

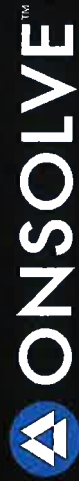
 **ONSOLVE**TM



There is a Reason...



- More than 40,000 customers worldwide rely on OnSolve
- 150+M households and businesses supported
- We manage and support 14 statewide programs, more than anyone else in the industry
- The CodeRED Mobile Alert App is the most downloaded public safety notification app on the market
- Partnered with the majority of Fortune 500s, including 70 of the top 100





Taking on Today's Challenges

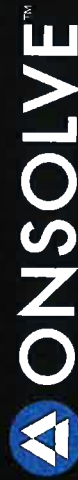
Communication Challenges

- Mobile society
- Implementation of technology
- Real-time situational awareness/updates
- Multiple audiences (internal/public)

The Solution

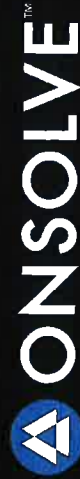
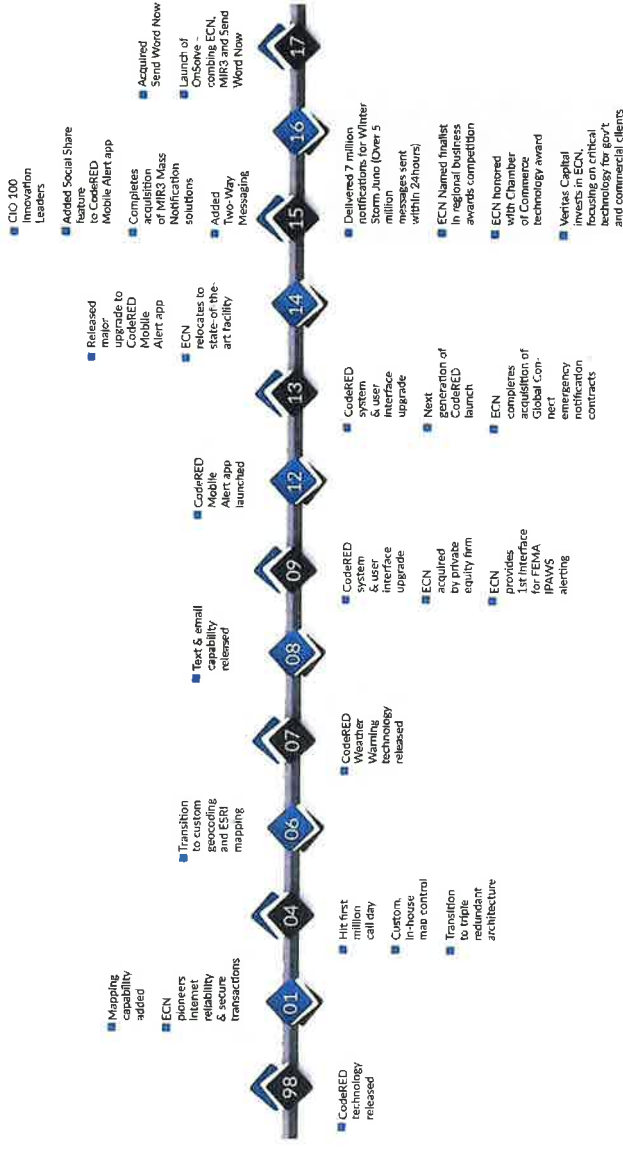
CodeRED serves as an integral part of your emergency management preparedness plan, and solves the communication obstacles faced when connecting your residents and staff to the information they need, when it counts.

- 
-  Dam/Levee Breaks
 -  Dangerous individuals on the loose, active shooter
 -  Evacuation Notices and routes
 -  Fraud or scam alerts
 -  General information (meetings/elections/reminders)
 -  Garbage pickup changes
 -  Gas leaks
 -  Hazmat emergencies
 -  Medicine/prescription/electronic drop-off event notices
 -  Missing child/persons alerts
 -  Mosquito spraying details
 -  Mudslides
 -  Neighborhood crime watch support
 -  Severe weather warnings (floods, hurricanes, blizzards, etc.)
 -  Street closures and traffic updates
 -  Terrorist threats/bomb alerts and warnings
 -  Utility outages and updates (water or electrical)
 -  Viral outbreaks and pandemics
 -  Water boil advisories



Our Company

- OnSolve is the **largest global** mass emergency and notification provider
- Solely focused** on emergency and mass notification solutions for nearly two decades
- Maintain our own dedicated triple-redundant infrastructure with **no third-party involvement**
- Employ former emergency managers and law enforcement personnel, with more than **80+ years** of hands-on public safety experience.
- Awarded **CIO IT Innovation Award 2016**
- Nine (9) competitive acquisitions** in as many years
 - Most recent acquisition was Send Word Now, a global leader in enterprise business notification solutions, serving global Fortune 500 companies



Our Value Add

VISIBLE

Features, functions & price

HIDDEN

Corporate history, focus, experience

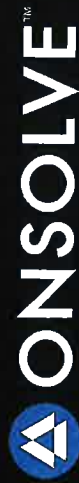
Infrastructure, reliability, resilience

Data security & access

Integration services & APIs

Implementation, training & support

Mission critical, redundant
fail over network



Key Differentiators: A True Managed Services SaaS Approach

- Full service provider
- Triple redundant secure infrastructure
- Single interface IPAWS solution
- Expedient implementation
- 24x7x365 live proactive client support
- GIS data coding (ESRI)
- Data scrubbing and de-duplicating
- Company-supplied data
- Personalized training
- Comprehensive Mobile strategy
- Resource library with promotional materials
- Advanced data security model

OnSolve has 10 high availability facilities worldwide

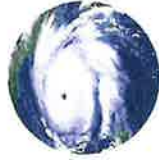
10
HIGH AVAILABILITY
FACILITIES
WORLDWIDE

OnSolve utilizes its own secure
MANAGED PRIVATE NETWORK



Notable CodeRED Successes

- Largest state & local government notification system, utilized in all 50 states, serving more than 100 million U.S. households
- Maintains 14 statewide contracts (more than any other provider)
- Affiliated with nationally recognized organizations including "A Child is Missing", Federal Emergency Management Agency (FEMA) and the National Weather Service (NWS)
- CodeRED has been credited with helping in the recovery efforts for more than 3,500 missing children



HURRICANE SANDY
OCTOBER 29, 2012
NORTHEAST
CATEGORY 1

- 15 million calls launched without delay
- 1.8 million CodeRED Mobile Alert app notifications
- Nearly 1 million text and emails delivered, helping to prevent network congestion during height of the storm



WINTER STORM JONAS
JANUARY 2016
MID-ATLANTIC

- 71 million calls over 4 days
- 16,500+ CodeRED Mobile Alert app notifications
- More than 138,000+ text and emails throughout the peak of the storm



WINTER STORM JUNO
JANUARY 26, 2015
NORTHEAST

- 5.3 million calls launched without delay
- 185,000+ CodeRED Mobile Alert App notifications
- Nearly 130,000 emails and 80,000 texts
- Nearly 9,000 new resident enrollments to receive emergency notifications regarding the storm system

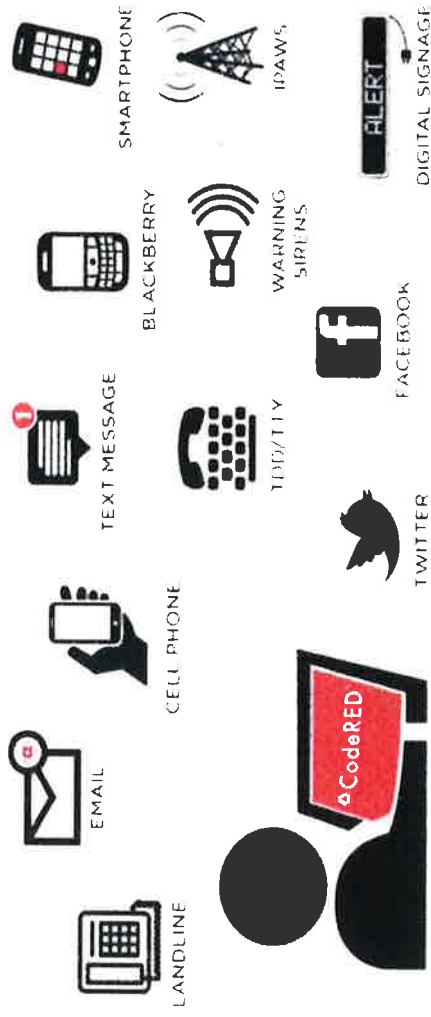


HURRICANE MATTHEW
OCTOBER 2016
SOUTHEAST
CATEGORY 4

- More than 11.5 million calls placed before, during, and after Hurricane Matthew made its way up the east coast of Florida
- More than one million emails and text messages sent, without any failures or downtime
- More than 58,000 new registrations immediately made through the Community Notification Enrollment (CNE) web page

Key CodeRED Capabilities & Feature Sets

- Immediate and simultaneous alerts to voice, text, email, social media, mobile app, IPAWS, etc.
- Comprehensive mobile strategy (CodeRED Launcher and Mobile Alert app)
- Social Share
- Fully integrated IPAWS interface
- Two-Way Messaging
- Web Widget
- Foreign Language Message Translation
- Customizable community enrollment page
- Powerful API
- Universal ANI
- Patented Validata process



Overall Ease of Use



Quick Launch ?

Select an existing scenario and press 'LAUNCH' to start the launch process.
LOCKDOWN Building HQ

OR

Press 'BUILD' to construct a scenario

LAUNCH **BUILD**

CodeRED Dashboard

Dashboard

Quick Launch ?

Map & Go ?

Helpful Links

Quick Launch: Select an existing scenario and press 'LAUNCH' to start the launch process. LOCKDOWN Building HQ

Map & Go: Select an existing scenario and press 'LAUNCH' to start the launch process.

Helpful Links: CHIEF LINK, CDR LINK, TECH LINK, WALKER CODE

CodeRED Control Center

Build New Scenario
Launch Existing Scenario

Statistics

Record My Voice

Settings

Select a scenario

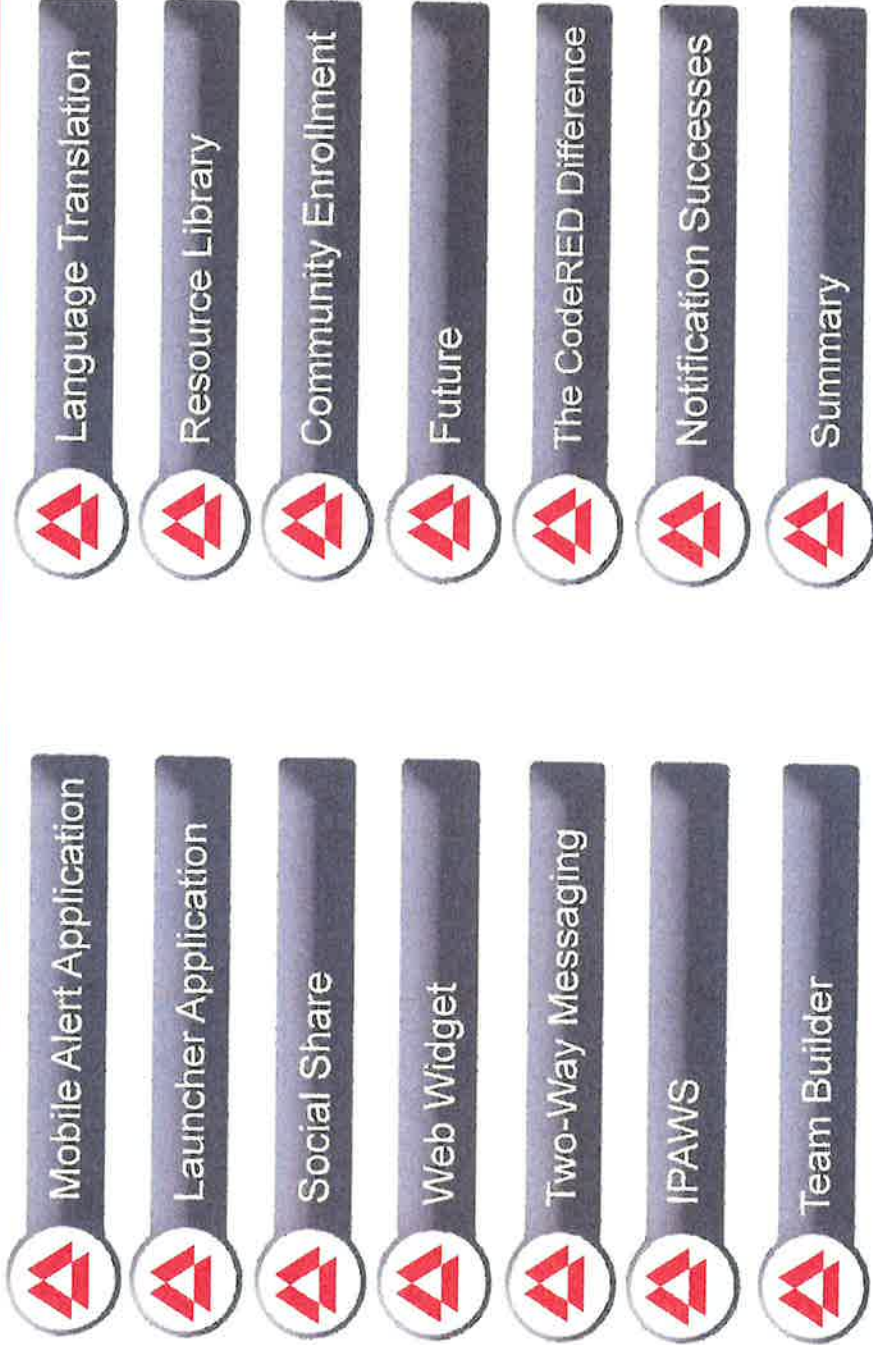
Select an audience

Select a message

Launch the scenario

Quick Text

CodeRED Overview



Mobile Alert Application



Emergency messages delivered directly to the hands of your residents, visitors, and commuters who need to take immediate action.

- Location-based mobile device notification app
- No opt-in required
- Message includes both audio and text and map
- Easily implemented for special events
- Customized user experience

THE CodeRED DIFFERENCE

- Geo-Target your mobile audience on their mobile device
- The most downloaded public safety notification app
- Nationwide success alerting residents and visitors



Mobile Alert Application



6:36 AM 96% Sprint LTE Alert details

Back

Issued 12/17/15, 8:08 AM Expires 12/27/15, 8:08 AM

Ice Storm Debris may be taken to the Lagoon. Site set up on south Cemetery road. Hours will be Monday thru Friday from 9 am to Dark and on Saturday from 9 to 4 and Sunday from 1 to 5. The Town will also be assisting the elderly and handicapped by picking up curbside. Please call Town Hall at 403-892-8115 with any questions.

PRESS PLAY BUTTON IN UPPER RIGHT CORNER FOR AUDIO

aa AA

6:37 AM 96% Sprint LTE Alert details

Back

Issued 12/21/15, 5:01 AM Expires 12/31/15, 5:00 AM

Pennsylvania American Water crews will be making improvements to our system on Wednesday December 2nd, in your area, which will require temporary disruption of your water service. Water service will be turned off at approximately 8am and could be interrupted for up to 10 hours. When service is restored, customers may experience cloudy or discolored water. If your water is discolored, wait until it runs clear before using. This should typically take only a few minutes. Thank you for your patience while we make this improvement to better serve you.

aa AA

6:38 AM 96% Sprint LTE Alert types

Alert types Codered alerts

Emergency Community Missing persons Amber Alert Test Warnings

Codered alerts Severe weather warnings Air & visibility warnings Cold warnings Flood warnings Heat warnings Marine warnings

aa AA

6:38 AM 95% Sprint LTE Settings Alert types

Alert types Codered alerts

Codered alerts Severe weather warnings Air & visibility warnings Cold warnings Flood warnings Heat warnings Marine warnings

aa AA



ONSOLVE™

CodeRED™

Launcher Application



GROUP

MAP

TYPE

LAUNCH

SUCCESS!

GROUP

Sort: LT 7:05 AM 85%
 Contact Groups
 RVC Fire - Command Staff
 RVC Fire Admin Support Group
 RVC Fire Communications Support Group
 RVC OES COMM - ALL
 RVC OES COMM - Central
 RVC OES COMM - Coordinators
 RVC OES COMM - East Desert
 RVC OES Staff - ALL
 Sheriff's Newsletter - Email

Select All

Next

MAP

Sort: LT 8:07 AM 67%
 Map Audience
 0.67 miles

Save

TYPE

Sort: LT 7:24 AM 81%
 Build New Scenario
 Text
 Emergency Notification - Emergency
 Message Order will refresh at 10:00
 today

Done

return

LAUNCH

Sort: LT 8:54 AM 97%
 Scenario Recap
 001 Emergency Recall
 Database
 Total contacts
 Phones
 Emails
 Text
 TDD
 Auto Recall

Launch

SUCCESS!

Sort: LT 8:58 AM 100%
 Set up is complete.
 You have successfully initiated the
 rescue launch sequence.


Launch ID: 292941

Return to Control Center



Social Share







EMERGENCY ALERT

A Child is Missing, Inc, FL (ACIM)

8:33 AM - 8:33 AM - 8:33 AM

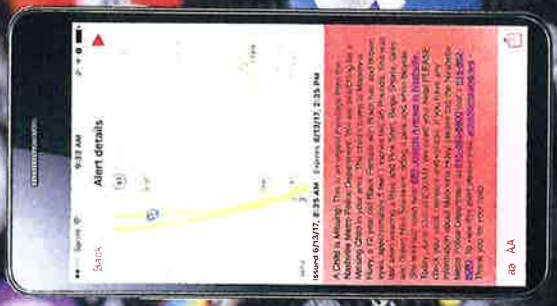
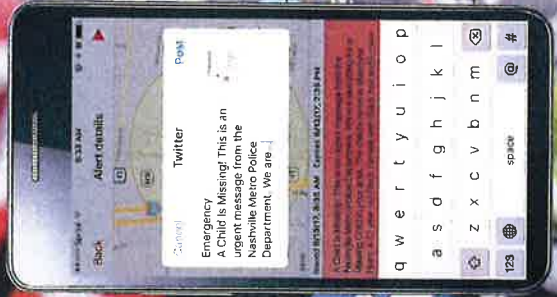


A Child is Missing! This is an urgent message from the Nashville Metro Police Department. We are searching for a Missing Child in your area. The child's name is Monnera Henry, a 12 year old Black Female with Black hair and Brown eyes, approximately 5 feet 2 inches tall, 50 pounds. She was last seen wearing a Blue and Pink Shirt, Beige Shorts, Gray and Green Nike Sneakers, holding a pink and white bag. She was last seen near 656 Joseph Avenue in Nashville, TN on 12/15/17 at 2:00AM. We need your help!



SIGN UP TO RECEIVE ALERTS

ONSOLVE™ and CodeRED® are the actual trademarks of ONSOLVE LLC. Copyright © All rights reserved. Report 1-800-735-3131



ONSOLVE™ **CodeRED™**

Web Widget



Code Red

Latest Alerts

- General Alert
A snow, sleet or ice storm is in effect on May 23, 2017 from 5:13 PM to 5:28 PM. A snow, sleet or ice storm is in effect on Olton Lake and Demonville Lake until further notice. Please monitor the City of Lake Erie's website for updates. <http://www.lakeerieweb.org>. All... more
- General Alert
As of noon, May 23, a warning - 5/23/2017 2:09:49 PM
- General Alert
This is a Code Red message fro 4/27/2017 2:36:47 PM
- Emergency Alert
Today is Tuesday, April 25th a 4/25/2017 6:25:09 PM
- Emergency Alert
There is currently police acti 3/17/2017 12:01:16 AM

CodeRED [Sign Up](#)

Latest Alerts

General Alert
A snow, sleet or ice storm is in effect o... 5/23/2017 5:13:28 PM

A snow, sleet or ice storm is in effect on Olton Lake and Demonville Lake until further notice. Please monitor the City of Lake Erie's website for updates. <http://www.lakeerieweb.org>. All... more

[LISTEN TO MESSAGE](#)
[VIEW EMAIL MESSAGE](#)
[SEE AREA AFFECTED](#)

General Alert
As of noon, May 23, a warning - 5/23/2017 2:09:49 PM

General Alert
This is a Code Red message fro 4/27/2017 2:36:47 PM

Emergency Alert
Today is Tuesday, April 25th a 4/25/2017 6:25:09 PM

Emergency Alert
There is currently police acti 3/17/2017 12:01:16 AM

CodeRED [Sign Up](#)

Voice Message for LaunchID: 252452

0:17

Email Message for LaunchID: 211033

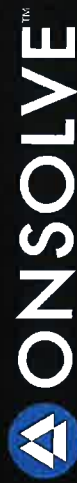
STREET MAP **SATELLITE**

Push

Integrated Public Alert and Warning System (IPAWS)



- Within existing Message Builder
- Use All methods
- Leading provider
- More COGs than any other IPAWS developer
- LIVE JTIC Testing
- Featured by FEMA at national conferences

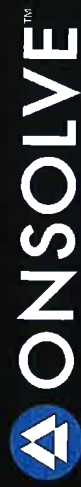


Team Builder



Notify – Confirm – Survey – Quota

- Secure confirmation key
- Survey for real time results
- Fill quotas with intelligent dialing
- Overtime shifts
- Response surveys
- Secure Message Delivery
- Document availability



Foreign Language Message Translation



 **ONSOLVE**TM

 **CodeRED**TM

Foreign Language Message Translation



- Send alerts in a resident's preferred language
- Accurately convert messages in English to the language(s) of your choice
- Translate and deliver voice, email and text message components seamlessly through a single user interface
- Preview and edit translated message components prior to launch
- Designate individual records to receive alternative language messages via Contract Group Enrollment (CGE)
- Review detailed statistics to see the number of records attempted and/or delivered in each language

Available languages include:

Chinese (Catalan)	Chinese (China)
Chinese (Hong Kong)	Chinese (Taiwan)
Danish	Dutch
Finnish	Finnish (France)
French (Canadian)	French
German	Italian
Japanese	Korean
Norwegian	Polish
Portuguese (Brazil)	Portuguese (Portugal)
Russian	Spanish (Mexico)
Spanish (Spain)	Swedish

Resource Library



Instant online access to

- Manuals
- Guides
- Forms
- Marketing Materials
- Best Practices

Resource Library

Client Support Resources

OPERATING MANUAL

Operating Manual

USER GUIDES

Call Disposition Breakdown

Contact Group Importer Guide

Contact group ONLY quick launch guide

IPAWS Submission Tool User Guide

Quick launch guide

Quick Text Reference Guide

CLIENT FORMS

Contact change request

Passcode request

Marketing Resources

COMMUNITY FLIERS

CoderED Weather Warning info card 2up

CoderED Mobile Alert flier 4 up

LOGOS

CoderED .jpg

CoderED Mobile Alert app .jpg

Graphic Standards

CoderED Stacked .jpg

CRMAA QR code

CoderED Weather Warning .jpg

SCRIPTS

CoderED Performance test



Community Enrollment




Community Groups


Additional Notifications

Opt in to receive additional notifications based on your interests

- State Notifications
- Road Conditions
- Summer Events
- Special Events
- Street - Middle Schools
- Street - Elementary Schools
- Street - High Schools
- Sports
- Parks & Recreation
- Public Works/News
- My City News
- Zoning/Urban News
- Metropolitan Society
- Weather Events
- Fall Events
- Spring Events



CodeRED™
Keeping citizens informed



ECHO Safety Jim Erickson

Community Application (Individual)

Group: ECHO Safety Jim Erickson
 Address: 1234 Main St, Anytown, CA 90210
 Phone: (555) 123-4567
 Email: jim@echosafety.com

Contact Information

First Name: [input type="text"]
 Last Name: [input type="text"]

Contact Addresses and Communication Methods

Address:

Address type: Residential Business


Home:

Work:

Mobile:

Cell:

Do you wish to receive text messages?
 Yes No





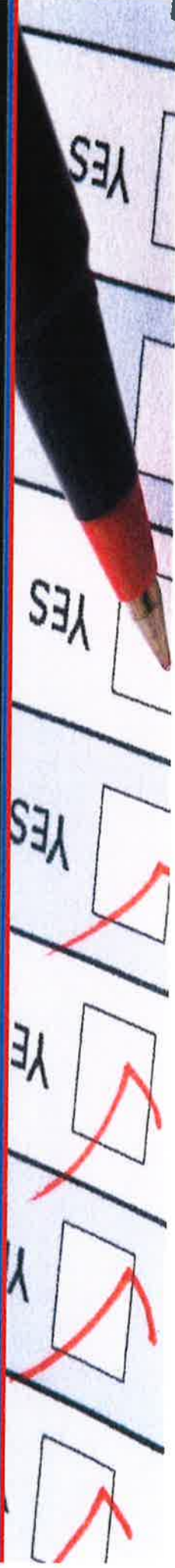
Future – Emerging Technologies



Internet of Things (IOT)



The CodeRED Difference



There is a difference and it makes a difference.

- Single solution
- Easy-to-use interface
- Expedient implementation
- World-class client support
- API
- Robust infrastructure
- Geo-location; data management support
- Ongoing training
- Managed services
- Comprehensive mobile strategy
- Statewide and large-scale programs
- Market leaders



Notification Successes



Suffolk County, NY (population 1.5 million)

- Over 250 jobs launched in the past 2 years
- 716,042 messages launched on Jan 26
- From launch to completion: 120 mins.
- 435,615 messages successfully acknowledged
- 0 failed messages



Douglas County, CO (population 306,000)

- Over 300 jobs launched in the past 2 years
- 26,736 messages launched on Oct 8
- From launch to completion: 29 mins.
- 22,596 messages successfully acknowledged
- 0 failed messages



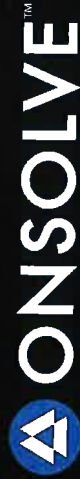
Jefferson County, CO (population 552,000)

- Over 500 jobs launched in the past 2 years
- 311,736 messages launched on March 5
- From launch to completion: 103 mins.
- 251,711 messages successfully acknowledged
- 0 failed messages



Nassau County, NY (population 1.4 million)

- Over 100 jobs launched in the past 2 years
- 739,971 messages launched on July 3
- From launch to completion: 118 mins.
- 473,224 messages successfully acknowledged
- 0 failed messages



Notification Successes



Plymouth County Sheriff's Department

Missing 12-year-old found after CodeRED alert
Carver, MA (March 2016) - A frantic father reported his 12-year-old son missing to the Carver Police Department. The young boy had already been missing for two hours when the call was received. Carver Police Department responded immediately, checking the boy's friend's homes and preparing for a search in a nearby wooded area. Plymouth County Sheriff's Department promptly sent out a CodeRED notification on behalf of Carver Police Department to residents alerting them of the missing child. A woman subsequently informed her husband of the alert and he took his ATV out into the woods to assist in the search. Miraculously, the young boy was found only a half-mile away from his home and reunited with his father.



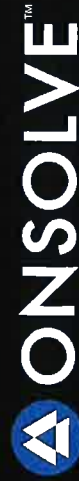
Richfield City Police Department

CodeRED alert helps find missing 8-year-old within minutes
Richfield, UT (March, 2016) - An 8-year-old boy was reported missing in the Richfield area around after he never returned home from school. The boy's parents reported him missing around 6pm. The Richfield City Police Department issued a CodeRED alert in the area providing a description of the boy and asking residents to call in with any information.



Green Lake County Sheriff's Department

Local missing man found after police send CodeRED alert
Green Lake County, WI (April 2016) - A 20-year-old man with cognitive disabilities was reported missing around 4pm after wandering away from his home. Local police departments organized a search along with the man's family in places the man would



Notification Successes

Martinsville-Henry County 911 Center

CodeRED credited with finding armed and dangerous individual

Henry County, VA—"Getting information out to the public through the CodeRED system is what led to the capture of this dangerous armed person. Within a couple of hours of our CodeRED alert going out, and the continuance of the IPAWS alert in the area, citizens identified the suspect as he walked up to a convenience store trying to blend into society and asking for a ride. Within seconds our 911 Center received three different calls reporting the location of the suspect we were looking for, and officers quickly responded and took the suspect into custody. Without the ability to quickly inform the public of the emergency situation at hand through the CodeRED

Cass County Emergency Management

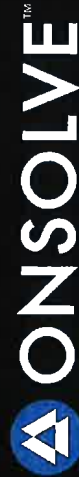
CodeRED kept citizens safe during a neighborhood shooting

Fargo, ND – A man in North Fargo put members of the community in danger during a domestic violence incident. On a cold February 2016 evening, a young boy called 911 dispatchers and reported a domestic disturbance, saying a man had fired a gun at his mother, the suspect's wife. When Moorhead Police Department officers arrived at the scene, the suspect began firing at the responding officers. Police swarmed the area and set up a perimeter around

Greenville County Sheriff's Office

Murder suspect found courtesy of CodeRED

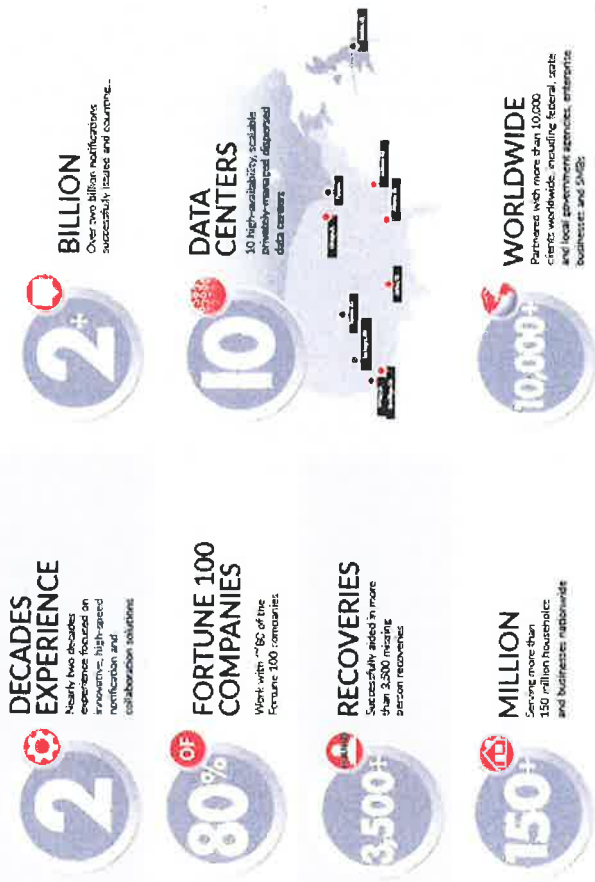
Greenville County, SC – "The more community involvement that we have the more effective we are. We first implemented the CodeRED system in 2013, and it's been used 44 times since then, reaching 242,000 people with seventy-five percent of the calls



Summary



OnSolve remains the preferred partner for critical communications – when seconds count.



CodeRED Brochure



Public Safety and Government Alerting Solution

Agencies across the U.S. and Canada rely on CodeRED every day to connect with residents and staff, providing the information they need, when they need it, in minutes.

Designed to enable local government and public safety officials to record, send, and track personalized voice, email, and text messages to residents and staff in minutes, CodeRED® serves as a critical part of emergency management preparedness plans.

Speed and Reliability

When seconds count, your agency can rely on the CodeRED high-speed community and emergency notification system. In fact, the CodeRED system provides some of the fastest delivery speeds in the industry. OnSolve™ has uniquely built and maintained every aspect of its infrastructure, providing clients with the highest levels of reliability and speed. The CodeRED system has been battle tested, relied upon and used by clients across North America during historic weather events and disasters.

Mapping

The CodeRED system features advanced Esri-based mapping, allowing for the most precise targeted messaging. The system's proprietary mapping interface allows users to find a specific address, load their own shape files quickly, or select a radius around the location of impact, among other advanced features. There is no requirement for clients to purchase GIS software and no internal staff resources are needed to host, maintain or update maps. OnSolve employs full time GIS experts to manage our mapping services.

From the CodeRED interface, authorized users can send IPAWS messages via:

- Emergency Alert System (EAS)
- Wireless Emergency Alerts (WEA)
- National Weather Service (NWS)
- COG to COG and Public Alert Feeds

Simple implementation

As a Software as a Service (SaaS) solution, the CodeRED system is ready to use immediately. With no equipment to install or phone lines to add, authorized users simply login to the CodeRED system with their credentials. An initial calling database and local maps can be provided by OnSolve™ and are instantly available for enable users to easily target residents and businesses by specified area.

Ease of use










CodeRED was designed to be easy to use even under the most strenuous of conditions. The feature-rich interface has a simple three-step process to initiate critical communications. Messages may be launched by authorized users via telephone or any device connected to the Internet, from anywhere at any time.

Training and refresher courses are regularly provided via live Web-based sessions to ensure your staff is comfortable with the system and confident in their ability to send a notification.

Live client support

Available 24/7 every day of the year, the OnSolve client support team is staffed by individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds to stay on top of developing situations and when appropriate, they reach out to clients to provide suggestions and support for system use.

The CodeRED platform lets you:

-  **Reliably send messages** through a Web-based solution
-  **Track message by open**, format (email or text), and response (if applicable)
-  **Poll and track responses** via simple survey using yes/no response options. If text responses are enabled, recipients may respond with a personalized message
-  **View and track all responses in real-time**, giving you visibility into the most up-to-date information
-  **Set a pre-defined expiration time** to keep information timely and relevant, with times ranging from 10 minutes up to 24 hours
-  **Attach documents** with your communication to provide important information to recipients like a photo of a missing individual, event fliers, maps of affected areas, etc.
-  **Two-way messaging** to interact directly with residents, staff and stakeholders, enabling responses and two way dialogue via email and text.
-  **Flexible delivery channels** utilized in your messages to accommodate device types and preferences
-  **Display messages consistently** across all device types for a streamlined user experience

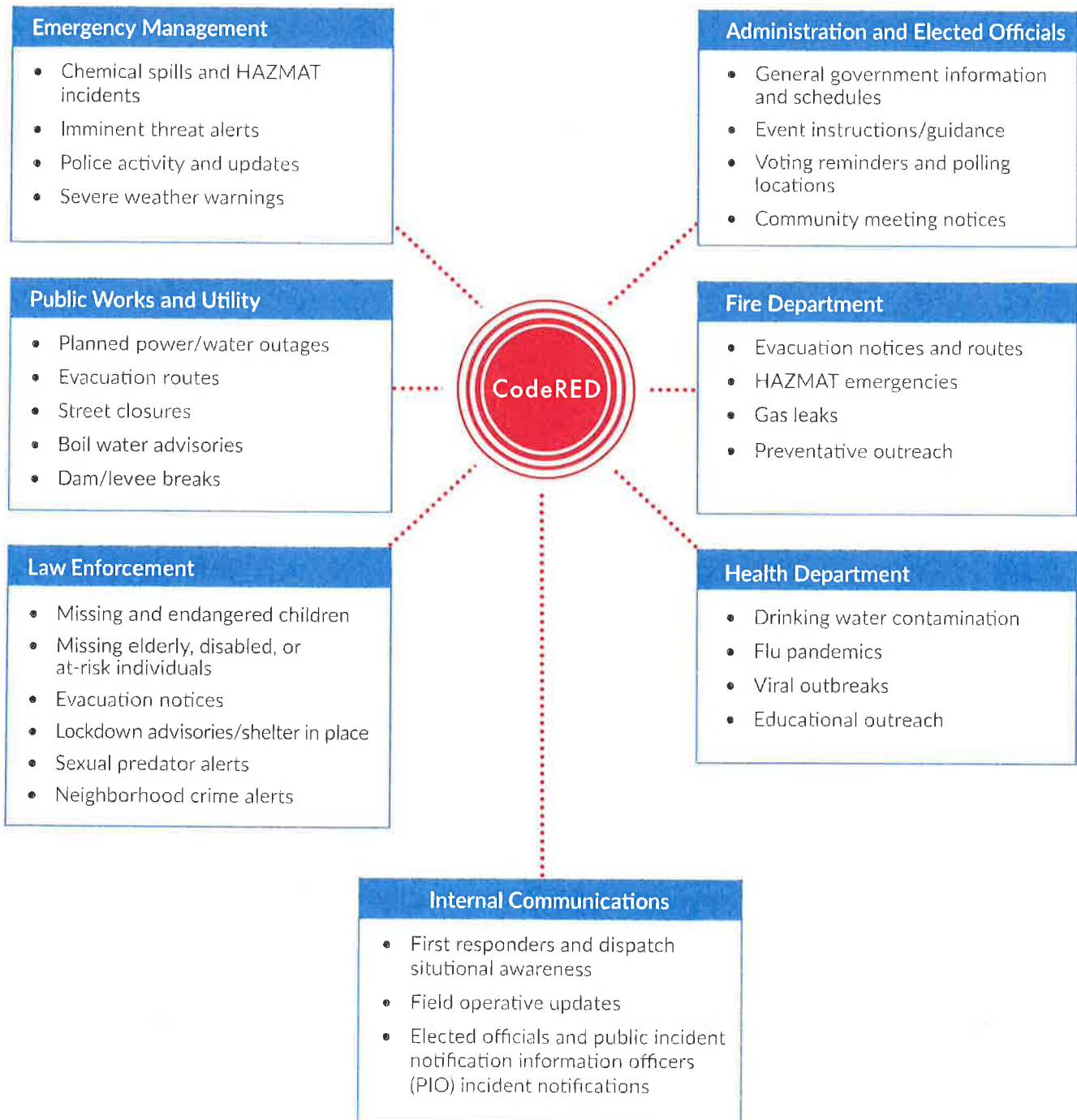
Why CodeRED

When your jurisdiction experiences any situation which requires immediate communication, public safety and government officials turn to CodeRED as a powerful and efficient tool to help disseminate information to residents, visitors and staff.

With enhanced precision, the proprietary CodeRED mapping interface allows you to geo-target messages to targeted impacted audiences ensuring your notifications are not only timely, but relevant.

OnSolve understands the needs of communities of all sizes; that's why CodeRED provides a one-stop, full-service, Software-as-a-Service solution, backed by people with the expertise to assist when needed.

How CodeRED is used by communities like yours:



Why Clients Choose OnSolve

The OnSolve philosophy is one of partnership. Our representatives act as consultants, working closely with you to find the solution best for your organization. We focus on establishing a working relationship that will last and providing products that will that will continue to meet your agency's needs.

Besides offering one of the most reliable and proven notification solutions on the market, we offer a full line of professional managed services. Our world-class support team is available to you around-the-clock during emergencies, serving as a extension of your staff.

OnSolve: Always on. Solving communication challenges.

OnSolve is the market leader in real-time, mass notification and collaboration solutions used by the world's largest brands and thousands of government agencies to deliver critical information in any situation. Mass notification and collaboration is an essential element of emergency response and business continuity planning, keeping teams on track and coordinating during critical events. The OnSolve suite of critical communication tools is a key component of the business continuity, emergency response, IT alerting, employee safety, and security programs of every organization we serve.

CodeRED is used every day by clients from coast to coast across the U.S. and in Canada.

**Service Agreement and Terms
And Terms and Conditions**



ONSOLVE™

SERVICE AGREEMENT

CodeRED®

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of **the last date signed on Exhibit B** (the "Effective Date").

SERVICE ORDER

Provider Information: ("Provider")	Provider Name: ONSOLVE, LLC Entity Type: Limited Liability Company State of Incorporation: Delaware Provider Address: 780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name: Town of Lake Park Entity Type: body politic State of Incorporation: Florida Customer Address: 535 Park Avenue Lake Park, FL 33403 Business Contact/Title: John O. D'Agostino/Manager Phone: (561) 881-3304 Email: jd'agostino@lakeparkflorida.gov

Please complete below if the Primary User is different from the Business Contact

Primary User Name: _____

Phone: _____

Email: _____

Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.

Customer Invoice Name: _____

Attention: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Preferred method of receiving invoices: Email US Mail

DETAILED SERVICE DESCRIPTION

Initial Term (commencing on Effective Date)	One (1) Year
Renewal Term(s)	One (1) Year
CodeRED On-Demand Notification Service - Unlimited	
Annual Notification Subscription Fee:	\$4,000.00
Additional Features	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual Cost for all Additional Features:	Included
Initial Term Cost for all Additional Features:	Included
Initial Term Subtotal:	\$4,000.00

All amounts are stated in United States Dollars unless specifically indicated otherwise.

- GIS (Target Recipients by Geographic Location): **Town of Lake Park, Florida (the "Notification Area")**
- Up to **9,000** Recipients. A deviation above 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates.
- Annual Notification Subscription Fee includes **Unlimited** Message Units per year for Notifications sent via phone, SMS text or email.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ONSOLVE, LLC

CUSTOMER: TOWN OF LAKE PARK, FLORIDA

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A GENERAL SERVICE DESCRIPTION – CODERED®

Description of On-Demand Notification Service: The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- **Web:** log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- **Phone:** call (866) 939-0911 for live operator assistance 24/7/365.

Description of Service. With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B.
- Unlimited messaging via email and to the CodeRED Mobile Alert App.
- "Message Unit" means:
 - Sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
 - SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple Message Units.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services ("Professional Services"), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

Contact List Maintenance. Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment ("CNE") Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

Customer Support. Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours ("AHOH") inquiries may be deferred until conventional business hours to facilitate best handling.

Training. All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

Support Documentation. Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

Description of Additional Features. Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning® ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App").** Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

Exhibit B TERMS AND CONDITIONS

1. DEFINITIONS.

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "API" means the application program interface for the Service.
- 1.3. "API Contacts" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "Contact" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "Content" means content, data, text, messages and other material contained in a Notification.
- 1.7. "Data Processing Addendum" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "EU or Swiss Personal Data" means Standard EU Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679) ("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.
- 1.10. "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "Initiator(s)" means an individual person or application authorized to create and issue Notifications.
- 1.12. "Notification(s)" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.14. "Service" means Provider's software-as-a-service, Internet-based and accessed notification service to set up and send Notifications.
- 1.15. "Service Order" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.
- 1.16. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.17. "Subscription Fee" means the fees for access to and use of the Service, including any activation fees.
- 1.18. "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.19. "User" means, collectively, Initiator(s) and Contact(s).

2. SCOPE OF THE SERVICE.

- 2.1. Service. Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.
- 2.2. Ownership and Service Components. All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, www.onsolve.com/privacy-statement. Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. Contact Limit. During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

3. PAYMENT AND TAXES

3.1. Payment. Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. Taxes. In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. Message Surcharges. Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

4. TERM AND TERMINATION

4.1. Term. Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term.

4.2. Termination. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. Suspension. Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. Effects of Termination. Upon termination or expiration of this Agreement (i) Provider will, upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

5. CUSTOMER OBLIGATIONS

5.1. Customer Obligations. The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. Acceptable Use Policy. Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. Data Security. Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice; Accountability

for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

6. CONFIDENTIALITY AND SECURITY.

6.1. **Confidential Information.** During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("**Confidential Information**"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "**Receiving Party**") acknowledges that the Confidential Information of the other party (the "**Disclosing Party**") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Nothing in this Agreement will be deemed to require Provider to disclose any Confidential Information to Customer or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency or to prohibit the required disclosure of information pursuant to Chapter 119, Florida Statutes ("the Public Information Act"). The Customer will promptly notify Provider of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Provider in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Provider.

6.2. **Security.** Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

7. REPRESENTATIONS AND DISCLAIMER

7.1. **Mutual Representations.** Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. **Additional Provider Representations.** Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. **Disclaimer.** Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION AND RESPONSIBILITY

8.1. **Provider General Indemnification.** Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "**Losses**"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. **Provider IP Indemnification.** Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that

the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. Customer Indemnification. To the extent allowable by law, Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct. Additionally, Customer's indemnification of Provider shall be subject to the provisions of S.768.28(5), Florida Statutes, including the monetary limitations set forth therein, which shall apply whether the underlying action sounds in contract or tort.

8.4. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

9. LIMITATION OF LIABILITY

9.1. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

10. GENERAL

10.1. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. Publicity. For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. Survival of Terms. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. Independent Contractor. Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. **Severability.** If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. **Notice.** All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. **Counterparts.** This Agreement may be executed in facsimile and in counterparts.

10.10. **Export Compliance.** The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. **U.S. Government End Users.** As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. **Assignments.** Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

10.13. **Public Records.** Pursuant to section 119.0701, Fla. Stat. a) Provider shall maintain public records required by Customer to perform the services; b) upon request from Customer's custodian of public records, Provider shall provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; c) Provider shall 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 Provider does not transfer the records to Customer; d) upon completion of this contract, Provider shall transfer, at no cost, to Customer all public records in possession of Provider or keep and maintain public records required by Customer to perform the service. If Provider transfers all public records to Customer upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

PROVIDER: ONSOLVE, LLC

CUSTOMER: TOWN OF LAKE PARK, FLORIDA

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Executed for Exhibits B and C

**EXHIBIT C
ACCEPTABLE USE POLICY**

1. General Terms.

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.