AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 15, 2014 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
Dale S. Sugerman, Ph.D.	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, CMC	—	**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 in Memory of Bertha "Bert" Bostrom **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. Regular Commission Meeting Minutes of October 1, 2014 **Tab 2**

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

3. Ordinance No. 13-2014 Repealing Chapter 2, Article I, Section 2-4 of the Town Code Entitled Provisions for Processing Public Records Request **Tab 3**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REPEALING CHAPTER 2, ARTICLE I, SECTION 2-4 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK ENTITLED "PROVISIONS FOR PROCESSING PUBLIC RECORDS REQUESTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:

None

H. NEW BUSINESS:

4. A Request from the Event Organizers of the Lake Park Seafood and Music Festival to Waive the Facility Rental(s) and Parking Meter Fees **Tab 4**

5. Resolution No. 36-10-14 Award Contract for Building Official, Inspections and Related Services **Tab 5**

6. Four Month Extension of Marina Landscape Maintenance Contracts with Chris Wayne & Associates, Inc. **Tab 6**

7. Resolution No. 37-10-14 Recognizing Florida City Government Week, October 19 – 25, 2014 **Tab 7**

8. Resolution No. 38-10-14 Award of Marina Seawall Construction Inspection Services Contract (RFP 106-2014) **Tab 8**

9. Resolution No. 39-10-14 Award Disaster Debris Management and Support Services Contract to Thompson Consulting Services, LLC Based Upon their Agreement with the Solid Waste Authority of Palm Beach County **Tab 9**

10. Resolution No. 40-10-14 Award Hurricane Disaster Debris Removal, Reduction and Disposal Agreement to Bergeron Emergency Services, Inc. Based Upon their Agreement with the Solid Waste Authority of Palm Beach County **Tab 10**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, November 5, 2014

Presentation

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 15, 2014 **Agenda Item No.** 1

Agenda Title: Proclamation in Memory of Bertha "Bert" Bostrom

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

Approved by Town Manager _____ **Date:** 9/30/14

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Proclamation**
Advertised: Date: _____ Paper: _____ **[X] 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 VM or Not applicable in this case **Please initial one.**

Summary Explanation/Background:
The Town of Lake Park lost a long time resident, integral member of this community, and friend on June 21, 2014. The Commission wishes to honor her memory and present the family of Bertha "Bert" Bostrom with a proclamation.

Recommended Motion: No motion is required.

PROCLAMATION
TOWN OF LAKE PARK, FLORIDA
HONORING BERTHA "BERT" BOSTROM

WHEREAS, ***Bertha "Bert" Bostrom*** was a resident for many years of the Town of Lake Park, Florida and an integral member of this community, and served both as a friend and neighbor to all who had the honor and privilege of knowing her; and

WHEREAS, throughout such time, ***"Bert" Bostrom*** demonstrated her love for the Town of Lake Park and its citizens, especially its children; and

WHEREAS, on July 2, 2003, ***"Bert" Bostrom*** was the recipient of a Town proclamation recognizing her for personally implementing *a "Pilot Region 1452 of the American Youth Soccer Organization (AYSO)"*, and for donating her personal time and money in her endeavors to bring activities to the youth of Lake Park; and

WHEREAS, on January 21, 2004 the Lake Park Commission unanimously voted to honor ***"Bert"*** **Bostrom** for all her dedication, selflessness, and love of the Lake Park children by renaming the 6th Street Ball field "Bert Bostrom Park"; and

WHEREAS, ***"Bert" Bostrom*** passed away on June 21, 2014; and

WHEREAS, the Town of Lake Park wishes to honor her memory and celebrate her life; and

WHEREAS, the Town Commissioners of the Town of Lake Park want to acknowledge the long standing and ongoing work of ***"Bert" Bostrom*** in helping change lives in this community.

NOW, THEREFORE, on behalf of the Town Commission and citizens of the Town of Lake Park, I, Mayor James DuBois, do hereby recognize ***Bertha "Bert" Bostrom*** for her lifetime of compassionate service to the people of Lake Park, and particularly for her ongoing dedication to the children of this community.

IN WITNESS WHEREOF, *I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 15th day of October, 2014.*

By: _____ ATTEST: _____

Mayor, James DuBois Town Clerk, Vivian Mendez

Consent Agenda

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 15, 2014 **Agenda Item No.** 2.

Agenda Title: Regular Commission meeting minutes of October 1, 2014

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

Approved by Town Manager _____ **Date:** 10/6/14

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **Meeting Minutes** **Exhibit "A" and "B"**
Advertised: Date: _____ Paper: _____ **[X] 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:

Recommended Motion:

To approve the Regular Commission meeting minutes of October 1, 2014.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 1, 2014
Immediately Following the
Community Redevelopment Agency Board Meeting
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
Dale S. Sugerman, Ph.D.	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, CMC	—	**Town Clerk**

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A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**
None

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.

1. **Final Public Budget Hearing Meeting Minutes of September 17, 2014** **Tab 1**
2. **Regular Commission Meeting Minutes of September 17, 2014** **Tab 2**
3. **Resolution No. 32-10-14 Authorizing the Mayor to Sign the Application for State Aid to Libraries** **Tab 3**

F. PUBLIC HEARING(S) – QUASI JUDICIAL:

4. **Resolution No. 33-10-14 An Application by Aldi Florida LLC, for Special Exception Use and Site Plan Approval for a 17,107 Square Foot General Grocery Store** **Tab 4**

G. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

None

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

None

I. NEW BUSINESS:

5. **Resolution No. 34-10-14 Amending the Town of Lake Park Handbook of Procedures and Policies for Employees of the Town of Lake Park to Revise the Town Drug Free Workplace Policy** **Tab 5**

J. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

K. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, October 15, 2014

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 1, 2014, 7:20 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, October 1, 2014 at 7:20 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call.

SPECIAL PRESENTATIONS/REPORTS
None

PUBLIC COMMENT:
None

CONSENT AGENDA:

1. **Final Public Budget Hearing Meeting Minutes of September 17, 2014**
2. **Regular Commission Meeting Minutes of September 17, 2014**
3. **Resolution No. 32-10-14 Authorizing the Mayor to Sign the Application for State Aid to Libraries**

Motion: Commissioner O'Rourke moved to approve the Consent Agenda; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC HEARINGS – QUASI-JUDICIAL:

4. Resolution No. 33-10-14 An Application by Aldi Florida, LLC, for Special Exception Use and Site Plan Approval for a 17,107 Square Foot General Grocery Store

Town Attorney Baird sworn in all witnesses.

The members of the Commission made the following ex-parte communication disclosures:

Commissioner Rapoza had no ex-parte communications to disclose.

Commissioner Flaherty had no ex-parte communications to disclose.

Vice-Mayor Glas-Castro disclosed that she had emailed staff questions regarding the project and staff had responded to her questions.

Commissioner O'Rourke disclosed that he had communicated with the property owner.

Mayor DuBois disclosed that he had introduced himself to one of the applicants before tonight's meeting began.

Nadia DiTommosa gave a staff presentation on the item (see Exhibit "A").

Mr. Brandon Ulmer, Project Manager, and Mr. Jeff Williams Real Estate Broker for Aldi Florida, LLC were available to answer questions.

The Commission asked a series of questions of the applicant as it related both to the proposed site plan (including traffic flow related to delivery trucks, cross access with the adjacent parcels in the PUD, and the architectural features of the proposed building). The Commission discussed, at length, what it believed was the intent of the Town's Architectural Design Standard Guidelines and how this proposed project seemed to be deficient in meeting that intent.

The Commission asked that the developer do the following:

- Have their architect review and make changes to the design to meet the intent of the Town's Architectural Design Standard Guidelines;
- Address the cross access deficiencies in the parking lot;
- Dress up the windows with awnings,
- Include additional concepts for masking the building.

The applicant asked the Commission if it was willing to provide them with specific examples of how they could better meet the intent of the Architectural Design Standard Guidelines. It was the consensus of the Commission that it was not their responsibility to design the building for the applicant.

Public Comment Open:
None
Public Comment Closed:

Motion: Commissioner O'Rourke moved to continue Resolution 33-10-14 to the November 19, 2014 Regular Commission Meeting; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCE ON FIRST READING:
None

PUBLIC HEARINGS - ORDINANCE ON SECOND READING:
None

NEW BUSINESS:

5. Resolution No. 34-10-14 Amending the Town of Lake Park Handbook of Procedures and Policies for Employees of the Town of Lake Park to Revise the Town Drug Free Workplace Policy

Human Resources Director Bambi Turner explained the item (see attached Exhibit "B").

Motion: Commissioner O'Rourke moved to approve Resolution No. 34-10-14; Commissioner Rapoza seconded the motion.

Vote on Motion:

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

Motion passed 5-0.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird stated that he was still waiting for U.S. Attorney MacFarland to send him the information regarding voting methods options for the Commission's review.

Town Manager Sugerman asked the Commission for direction on the advisability of providing advanced copies of documents requested by one Commissioner before the entire group receives the same information, as well as individual Commissioners requesting advanced copies of documents by going directly to staff to request that information.

The Commission came to a unanimous consensus that information requested by one Commissioner does not need to be shared with the remaining members at the time of the original request.

Commissioner Rapoza asked if the Town sends the Palm Beach Post any information regarding the recreational activities that are taking place on a weekly basis. Town Manager Sugerman explained that it is cost prohibitive for the Town to send press releases to the Palm Beach Post on a weekly basis.

Commissioner Rapoza asked why the Palm Beach Post refers to Lake Shore Park as Kelsey East. Town Manager Sugerman explained that he was not sure why the Palm Beach Post refers to Lake Shore Park as Kelsey East.

Commissioner Rapoza congratulated Mr. and Mrs. Thomas of 139 Evergreen Drive for being selected as "Property of the Month".

Commissioner Rapoza asked the Commission for consensus to allow her to sponsor an agenda item at a future Commission meeting where a representative of Earl Stewart Toyota could present their idea of having a flagpole installed on their property. The Commission asked that the representative of Earl Stewart Toyota contact each Commissioner individually to discuss the installation of a flagpole on their property versus having the item placed on a future agenda by Commissioner Rapoza.

Commissioner Flaherty had no comments.

Commissioner O'Rourke asked if the Town would be hosting a Seafood Festival. Town Manager Sugerman stated that an outside event coordinator would be hosting a Seafood and Music Festival in November and that their Special Event Permit (which would be asking for the waiver of certain standard fees) would appear on the October 15th Town Commission meeting.

Commissioner O'Rourke thanked staff for another successful Sunset Celebration.

Vice-Mayor Glas-Castro asked for information regarding the October Sunset Celebration.

Town Clerk/Deputy Town Manager Mendez explained that the October Sunset Celebration would be held at Lake Shore Park because the Marina would be under construction by October 31st. She explained that the event would be called Fall Fest at Sunset and would be conducted from 6:00 p.m. until 9:00 p.m. She stated that the vendors are being asked to distribute candy to children from 6:00 p.m. until 7:00 p.m. since the Palm Beach County Sheriff's Office would not be conducting their traditional Trunk or Treat event.

Vice-Mayor Glas-Castro asked what day the Town would be participating in the Literacy Coalition reading of the bunny story to the children. Town Clerk Mendez was asked to confirm with the Library Director what date and time was being scheduled for this event and notify the Commission of that information.

Mayor DuBois stated that he received, in the mail, an All Aboard Florida Environmental Impact Statement (EIS), which states that there will be public meetings scheduled by the Florida Railroad Administration on the proposed All Aboard Florida plan. The closest public meeting to the Town of Lake Park will be held on October 29th from 3:30 until 7:00 p.m. in West Palm Beach.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Rapoza, and by unanimous vote, the meeting adjourned at 9:18 p.m.

_____
Mayor James DuBois

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2014

*Exhibit "A"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 1, 2014 **Agenda Item No.** 4

Agenda Title: AN APPLICATION BY ALDI FLORIDA LLC, FOR SPECIAL EXCEPTION USE AND SITE PLAN APPROVAL FOR A 17,107 SQUARE FOOT GENERAL GROCERY STORE.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON __ READING
[X] RESOLUTION – PUBLIC HEARING/QUASI-JUDICIAL
[ ] OTHER

Approved by Town Manager _____ **Date:** 9/19/14

Nadia Di Tommaso / Community Development Director
Name/Title

Originating Department: **Community Development**	Costs: **$ Required advertisement and certified mail** Funding Source: **Applicant ("Aldi LLC")** Acct. # **4770** [ ] Finance _____	**Attachments:** ➔ **Staff Report** ➔ **Resolution 33-10-14** ➔ **Copy of Applications** ➔ **Copy of Legal Ad and Certified Letter** ➔ **Site Plan Package – *available in the drop box and in paper format in the Community Development Department.***
Advertised: Date: **08-29-2014** Paper: **Palm Beach Post** [ ] 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__***ND – see notation in costs field*** or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

The Owner of the subject property, Congress Avenue Properties LLC, is currently under a purchase contract with ALDI Florida LLC (the Applicant). Aldi LLC submitted a Site Plan and Special Exception Use application to develop a 17,107 square foot "General Grocery Store" on Parcel A of the Congress Business Park Planned Unit Development (PUD). The subject site has a "Commercial/Light Industrial" land use designation and is within the previously approved Congress

Business Park Planned Unit Development (PUD) zoning district with an underlying Commercial-2 Business District (C-2) zoning district designation.

Section 78-77(1)(g)(3) of town code states that the uses which are permitted within a PUD include those which are listed in the underlying zoning district. A general grocery store measuring over 10,000 square is not listed as a permitted use in the C-2 zoning district. A PUD also provides for ***additional uses that may be permitted by the Town Commission following review and approval of a Special Exception Application.***

Staff has determined that because the C-2 zoning district allows smaller specialty grocery stores, ALDI's proposed 17,107 square foot "general grocery store" may be permissible if approved as an "additional" special exception use. Staff's interpretation of the code is based upon the opinion that a general grocery store is compatible with the uses and general intent of the C-2 zoning district which permits a wide variety of commercial uses.

Both applications, the special exception use and the site plan, were reviewed pursuant to the town code criterion for special exception uses and requirements for site plan review and have met the town code criterion and requirements. The enclosed staff report includes a detailed description of the criterion and requirements.

The Planning & Zoning Board reviewed the applications at its September 8, 2014 meeting and provided a unanimous recommendation of approval on both the special exception use of a 17,107 square foot general grocery store and on the site plan application with all the conditions of approval proposed by staff along with additional conditions #18, #19, and #20.

Recommended Motion: I MOVE TO APPROVE RESOLUTION 33-10-14 WITH THE CONDITIONS OF APPROVAL PROPOSED BY STAFF.

TOWN LAKE OF PARK
TOWN COMMISSION
MEETING DATE: October 1, 2014

APPLICATION: SITE PLAN AND SPECIAL EXCEPTION USE FOR A 17,107 SQUARE FOOT ALDI GROCERY STORE WITHIN THE CONGRESS BUSINESS PARK PLANNED UNIT DEVELOPMENT

SUMMARY OF APPLICANT'S REQUEST: The Owner of the property, which is the subject of the two Applications, is Congress Avenue Properties, LLC (Owner). ALDI Florida, LLC ("Applicant") has a contract to purchase the property referenced in the submitted Applications for a Site Plan and the Special Exception Use of "Grocery Store". The Applicant proposes to develop a 17,107 square foot "ALDI" grocery store on Parcel A of the Congress Business Park Planned Unit Development ("the Site"). The Site has a "Commercial/Light Industrial" land use designation and is within the previously approved Congress Business Park Planned Unit Development (PUD) Zoning District with an underlying Commercial-2 Business District (C-2) zoning designation.

Section 78-77(1)(g)(3) of Town Code states that the uses which are permitted within a PUD includes those which are listed in the underlying zoning district. However, within a PUD, ***additional uses may be permitted by the Town Commission following review and approval of a Special Exception Application.***

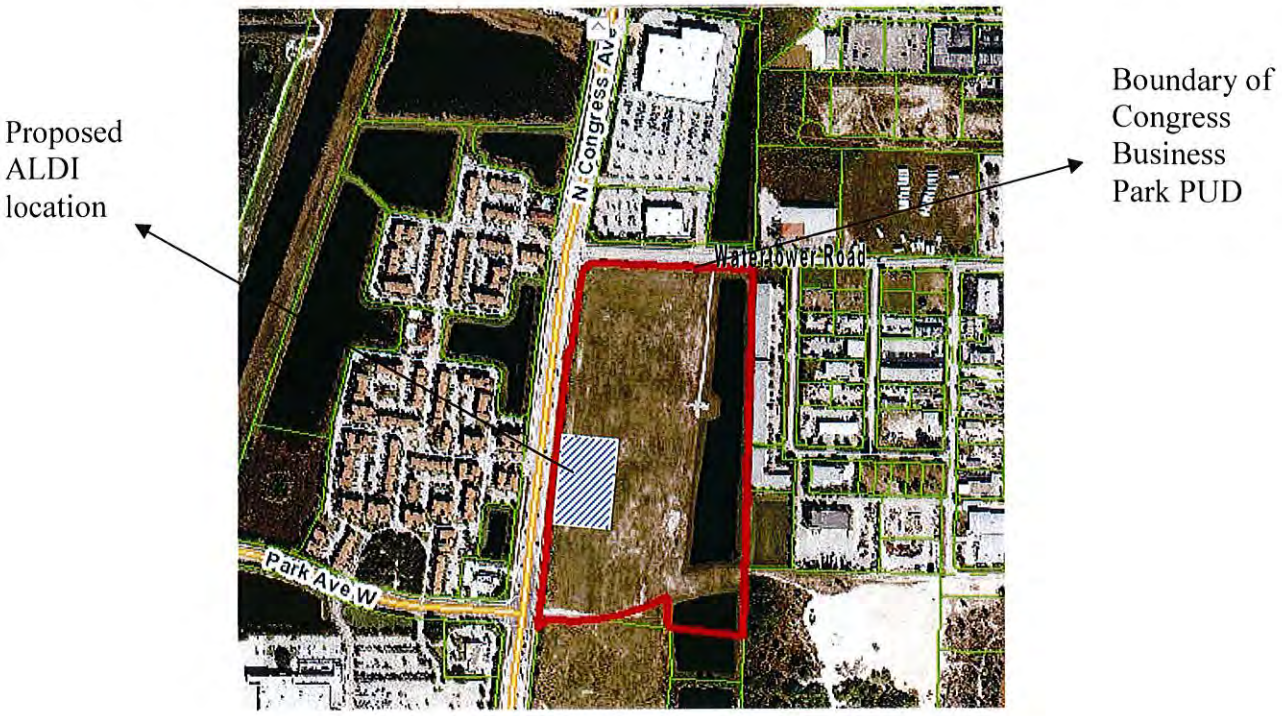
The C-2 Zoning District only allows specialty grocery stores as a use by right with a maximum building size of 10,000 square feet. Staff has determined that ALDI's proposed grocery store is not a "specialty grocery store." Consequently, Staff has interpreted the Applicant's proposed 17,107 square foot *general* grocery store as being an "additional use" which would be permitted within the PUD provided it meets the criteria established by the Code for a Special Exception Use. Staff's interpretation of the Code is based upon the opinion that a general grocery store is compatible with the uses and general intent of the C-2 Zoning District which permits a wide variety of commercial uses.

PLANNING & ZONING BOARD (Recommended Approval 5-0: 09/08/2014): **A recommendation of approval was motioned, seconded, and approved 5-0 for both the special exception use and the site plan with additional conditions #18, #19, and #20.**

BACKGROUND:

Applicant(s):	Jeffery Williams/ALDI Florida, LLC
Owner(s):	Congress Avenue Properties, LLC
Address/Location:	North Congress Avenue
Net Acreage:	2.38 acres
Legal Description:	19-42-43, PT OF SE 1/4 LYG BET WATER TOWER RD R/W & PB21P3 & E OF & ADJ TO CONGRESS AVE R/W (LESS SLY 728.69 FT & PT K/A
Existing Zoning:	Planned Unit Development (PUD) Commercial 2 (C-2) Business District
Future Land Use:	Commercial/Light Industrial

Figure 1: Aerial View of Site (image not to scale; for visual purposes only)

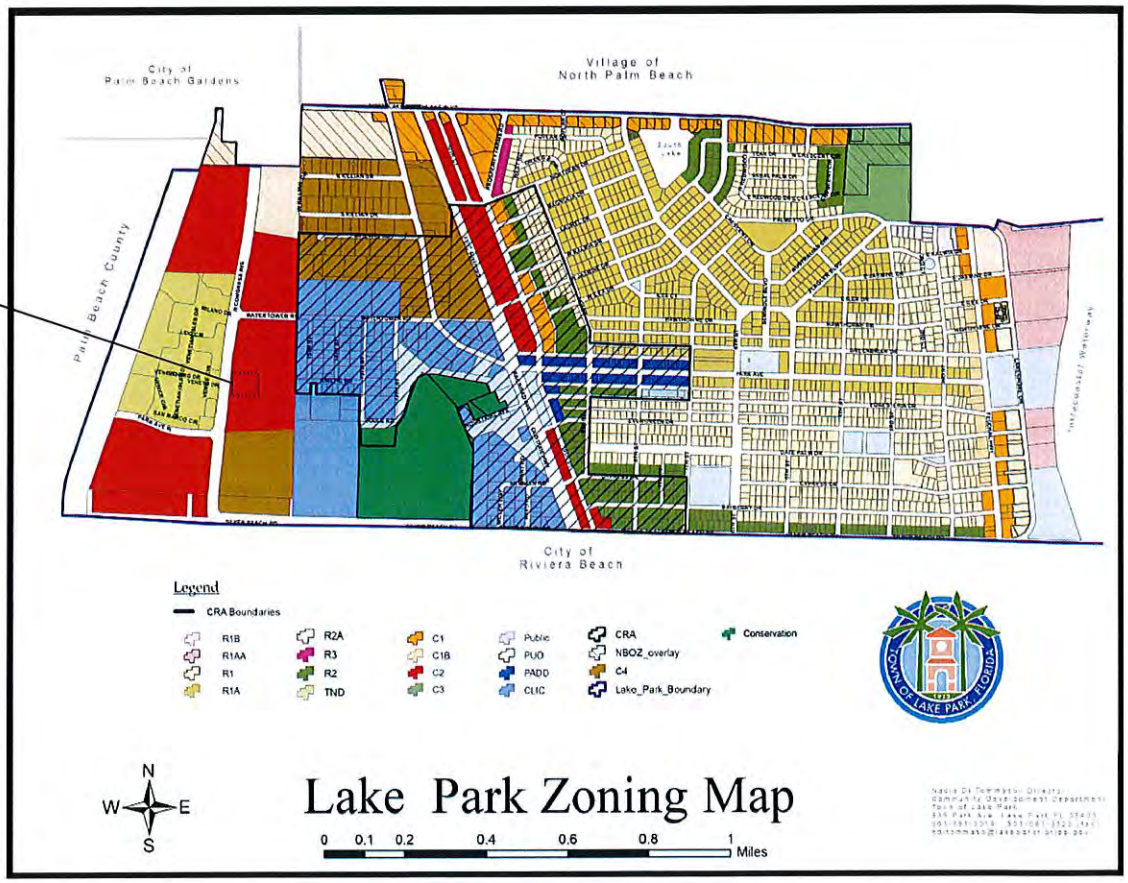


Adjacent Zoning

North:	Planned Unit Development (PUD) / Commercial 2 (C-2)
South:	Planned Unit Development (PUD) / Commercial 2 (C-2)
East:	Planned Unit Development (PUD) / Commercial 2 (C-2)
West:	Traditional Neighborhood District (TND)

LAKE PARK ZONING MAP

Subject Site

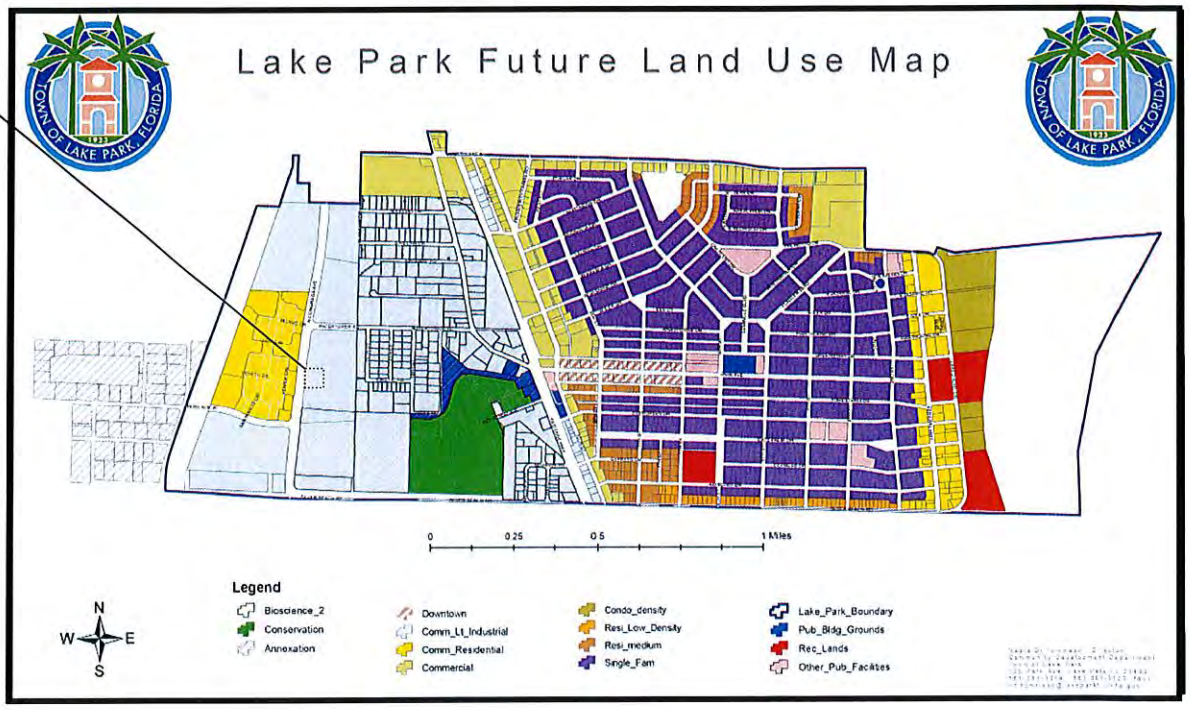


Adjacent Existing Land Use

North:	Commercial Light Industrial
South:	Commercial Light Industrial
East:	Commercial Light Industrial
West:	Commercial/Residential

LAKE PARK FUTURE LAND USE MAP

Subject Site



PART I: APPLICATION FOR A SPECIAL EXCEPTION USE

ANALYSIS OF SPECIAL EXCEPTION CRITERIA

Town Code **Section 78-184** sets forth the criteria which must be met to entitle an applicant to a Special Exception use. There are criteria, all of which must be met. **Note: Staff's analysis of the criterion are in bold.**

1. Is the proposed Special Exception Use consistent with the goals, objectives, and policies of the Town's Comprehensive Plan?

Staff has determined that the proposed use would specifically further two Objectives, and one Policy of the Future Land Use Element of the Comprehensive Plan:

Objective 1, Policy 1.5:

> *The Town shall encourage development and redevelopment activities which will substantially increase the tax base while minimizing negative impacts on natural and historic resources, existing neighborhoods and development, and adopted Levels of Service standards.*

Objective 5 :

> *As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.*

The development of a new building on a currently undeveloped parcel will increase the Town's tax base. The Site is not environmentally sensitive or historically significant and therefore the development of the Site would not cause negative impacts to the surrounding area, or existing neighborhoods. The development of a general grocery store across Congress Avenue from a large residential apartment complex furthers the two Objectives and the Policy of the Comprehensive Plan of infill development which is considerate of existing neighborhoods. The Palm Beach County Traffic Division has issued a traffic concurrency letter confirming that the development of ALDI will not exceed the adopted level of service for North Congress Avenue.

CRITERIA MET.

2. Is the proposed Special Exception Use consistent with the Town's land development regulations and all other portions of this Code?

   The Site Plan meets the Land Development Regulations of the Town Code.

   CRITERIA MET

3. Is the proposed Special Exception Use compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property?

   A general grocery store is compatible with the character of the surrounding commercial uses. The commercial uses along North Congress Avenue

includes big box retail businesses such as Kohl's, Walmart, and Target. The Applicant's proposed hours of operation (from 9 am – 8 pm, 7 days a week) are comparable to these businesses and considerate of the surrounding areas, including the residential district directly across the proposed Site on the west side of North Congress Avenue.

CRITERIA MET

4. Will the proposed Special Exception Use on the Site create a concentration or proliferation of the same or similar type of use, which may be detrimental to the development or redevelopment of the area?

There are no standalone specialty or general grocery store uses along North Congress Avenue, however, several businesses along the Corridor provide food (grocery) sales as part of their operation. Given the nature of this use being proposed as a standalone grocery store, and the market it will serve, it is highly unlikely that the general grocery store would result in a proliferation of grocery stores in this area of the Town.

CRITERIA MET

5. Will the proposed Special Exception Use have a detrimental impact on surrounding properties based on:

a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;

The proposed use is not expected to have a detrimental impact on the surrounding properties. The Site Plan meets the Code's Land Development Regulations for a general grocery store and provides sufficient parking for customers using it and the employees who will be employed there.

CRITERIA MET

b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use.

The primary operations of the proposed Special Exception Use are entirely indoors, and therefore, should not produce any external visual or odor nuisances. Delivery trucks will bring products to the store on a regular basis. These vehicles may create some noise, odor, or other nuisances, however, this activity will take place on the exterior of the building inside the truck well which is screened from public view. The Applicant is proposing a sloped truck well where delivery trucks can unload produce and goods to be sold within the store. This type of delivery area is similar to other businesses within the corridor. This may mitigate to a small degree the noise or visual nuisances that may occur as a result of the deliveries.

The dumpsters will be located within the truck well and will be screened from public view as well.

CRITERIA MET

c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

As previously stated, Palm Beach County's Traffic Division issued a Traffic Concurrency Letter which verifies that the projected traffic upon the affected roadways meets the County's Traffic Performance Standards based on the proposed use, can be accommodated.

CRITERIA MET

(6) Does the proposed Special Exception Use:

a. Significantly reduce light and air to adjacent properties?

The building constructed upon the Site generally meets the setback regulations of the Town Code for a use of this nature. It should also be noted that the Site is within a "master planned" PUD.

CRITERIA MET

b. Adversely affect property values in adjacent areas.

The Site's development will not adversely affect the property values of the adjacent uses.

CRITERIA MET

c. Deter the improvement, development or redevelopment of surrounding properties in accord with existing regulations.

The proposed Special Exception Use would not be a deterrent to the improvement, development or redevelopment of surrounding properties.

CRITERIA MET

d. Negatively impact adjacent natural systems or public facilities, including parks and open spaces.

The proposed Site is not within or in close proximity to any naturally sensitive areas or parks. The south, east, and west sides directly adjacent

to the Site are undeveloped, therefore, the proposed Special Exception Use will not negatively impact any open space or public facilities.

CRITERIA MET

e. Provide pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

The Site Plan indicates that trash receptacles, benches and bike racks will be located at appropriate locations on the Site. A pedestrian pathway across the Site provides connectivity to and from North Congress Avenue.

CRITERIA MET

PART II: APPLICATION FOR A SITE PLAN

The Site Plan has been reviewed by the Town's Engineer, Landscape Architect, and Community Development Department. Based upon this review, the Staff finds that the Site Plan meets the Land Development Regulations of the Town Code, and is consistent with the PUD's established Signage Guidelines, Architectural Guidelines, and Landscaping Plan.

SITE PLAN PROJECT DETAILS:

Building Site: The Site is a parcel within a Master Plan associated with a PUD. The PUD's underlying zoning designation is C-2. The Site is to be developed as a general grocery store of 17,107 square feet.

Site Access: The Site has two entrances. One entrance is on the west side of the Site and the other is on the south side, both of which are accessible by the PUD's interior roads. The interior roads can be accessed by using the Park Avenue West Extension road which is currently under construction.

Traffic: The Applicant has received a Traffic Performance Standard (TPS) concurrency letter from Palm Beach County's Traffic Division which confirms that there is adequate capacity on the roadways which serve the Site.

Landscaping: The Site Plan meets the Town's Landscaping Code regulations and is consistent with the Landscaping Master Plan approved pursuant to a previously approved application for a PUD by the owner of the property. The Applicant's Landscaping Plan has been determined to be "satisfactory for Site Plan Approval" by the Town's consulting Landscape Architect.

Drainage: The Town's Engineer has reviewed the Applicant's Paving and Drainage Plan and has determined that it meets the engineering requirements for Site Plan review.

Parking: The Town's Parking Code requires 5 spaces per 1,000 square feet of gross floor area. Therefore, the proposed building at 17,107 square feet requires 86 parking spaces. The Applicant is proposing 86 parking spaces, which includes 4 required handicap parking spaces.

Signage: The Applicant has submitted a proposed Master Signage Plan that is consistent with the Town's Sign Code and the previously approved PUD Master Signage Plan. The Applicant is proposing wall signs above the south and east building entrances, as well as a monument sign classified as a PUD Tenant Sign in the PUD regulations.

Zoning: The use of a general grocery store is not a use permitted by right, but rather as an "additional use" by special exception approval. The Applicant has applied for Special Exception Use approval.

Water/Sewer: Staff has received confirmation from Seacoast Utilities Authority that the Applicant has reserved water capacity for the Site. Drainage permits are required prior to the issuance of building permits per SUA.

Design: The Applicant's proposed Elevations Plan meets the Town's Architectural Guidelines as well as the architectural guidelines established by the previously approved PUD. The Applicant has incorporated design features for the building which are consistent with the intent of the Code and the previously approved PUD.

Fire: Palm Beach County Fire completed a preliminary site plan review of the proposed Site Plan and has no comments pertaining to the Site Plan at this time. PBC Fire will be reviewing the plans in greater detail as part of the building permit review process at that time.

PBSO: The Crime Prevention Through Environmental Design (CPTED) review was done by the Town Planner who is CPTED Certified rather than the Palm Beach Sheriff's Office (PBSO). The Reviewer recommended the installation of video surveillance, but the Applicant chose to not incorporate the recommendation. The Reviewer did not raise any additional recommendations or concerns.

PART III: STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the Special Exception Use for a 17,107 square foot grocery store in the Congress Business Park PUD. Staff recommends **APPROVAL** of the Site Plan subject to the following conditions:

1. The Applicant shall develop the Site consistent with the following Plans:

   a. Site Plan, Site Plan Details, and Photometric Plan referenced as Sheets C-3, C-4, and C-11 respectively; signed and sealed on August 8, 2014 and prepared by Thomas Engineering Group; received and dated by the Department of Community Development on August 29, 2014.

   b. Landscape Plans and Irrigation Plans, referenced as Sheets LP-1, LP-2, LP-3 and LI-1, LI-2, LI-3; signed and sealed on May 7, 2014 and prepared by Thomas Engineering Group; received and dated by the Department of Community Development on September 3, 2014.

   c. Floor Plans, Elevations, and Signage Plans referenced as Sheets A-131, A-201, and MS100 respectively; signed and sealed on August 22, 2014 and prepared by Cuhaci & Peterson Architects Engineers Planners; received and dated by the Department of Community Development on August 29, 2014.

   d. Paving, Grading & Drainage and Water/Sewer Plans referenced as Sheets C-5 through C-11; signed and sealed on August 8, 2014 and prepared by Thomas Engineering Group; received and dated by the Department of Community Development on August 29, 2014.

   e. Survey dated May 20, 2014 referenced as Drawing D99-240K prepared by Lidberg Land Surveying Inc. signed and sealed on May 20, 2014 and received by the Department of Community Development on September 3, 2014.

2. Construction is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless otherwise approved in writing by the Community Development Director.

3. Any proposed disruption to the normal flow of traffic within the rights of way of North Congress Avenue or the Park Avenue West Extension during the construction of the Site, shall be subject to the review and approval of the Community Development Director (the Director).

4. Should any disruption to the normal flow of traffic occur during construction of the Site, the construction shall immediately cease until the Directors of the Town's Public Works Department and Community Development Departments have reviewed the situation and given the Applicant written approval to proceed.

5. Should any disruption to the surrounding entrance/exit streets and parking areas along North Congress Avenue or the Park Avenue West Extension occur such that the daily operation of nearby businesses is adversely impacted, the construction activities shall cease until the Applicant has secured the written approval of the Director.

6. All landscaping shown on the Site Plan and the Landscaping Plan shall be continuously maintained from the date of the issuance of the Certificate of Occupancy by the Town. The Owner/Applicant shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.

7. The hedge material for the Site shall be maintained at five feet unless otherwise noted on the approved plans for the Site or the PUD.

8. Safe and adequate pedestrian passage shall be maintained along the Site's entrances.

9. The Applicant shall ensure that any and all contractors use commonly accepted practices to reduce airborne dust and particulates during construction of the Site.

10. The dumpster shall be screened as noted on the Site Plan and kept closed at all times. All dumpsters shall be acquired from the approved franchise supplier for the Town.

11. Prior to issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations on the Site are in accordance with the approved Site Plan and the Landscaping Plan.

12. The Site shall be subject to the Unity of Control which has been approved for the PUD. No building permit shall be issued until and unless an executed Unity of Control approved by the Town Attorney has been recorded.

13. Prior to the issuance of a building permit, the Applicant shall submit an application for a Plat and receive it's approval by the Town.

14. Prior to the issuance of any building permits, the Applicant shall submit copies of any permits required by other agencies, including but not limited to Palm Beach County Health Department, Palm Beach County Land Development Division, South Florida Water Management Division and the State of Florida Department of Environmental Protection.

15. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, statement of use, photometric plan, or other detail submitted as part of the Application, including, but not limited to, the location of the proposed improvements or additional, revised, or deleted colors, materials, or structures, shall be submitted to the Department, and shall be subject to it's review and approval.

16. Prior to the issuance of a Certificate of Occupancy for the grocery store, the Owner and Applicant shall ensure that all of the Park Avenue Extension, the interior roadways and curb cuts as shown in the approved PUD Mater Plan have been constructed and approved by the Town Engineer.

17. Plans shall include stamped/treated asphalt or similar decorative feature within hatched areas on the east and southwest sides.

18. The Applicant shall submit proposed Cross Access Agreements with the adjoining property owners, as may be necessary to comply with Section 78-144 of the Town Code, which shall be subject to the review and approval of the Town Attorney. Continuous access shall be maintained between all parcels in accordance with the PUD Master Plan and Section 78-144 of the Town Code.

19. The Applicant shall revise the Site Plan to show the relocation of some of the bike racks closer to the front entrance of the building.

20. The Owner or Applicant shall initiate bona fide and continuous development of the Site within 18 months from the effective date of this Development Order. Failure to do so shall render the Development Order void. Once initiated, the development of the Site shall be completed within 18 months.

21. **Cost Recovery.** All fees and costs, including legal fees incurred by the Town in reviewing the Application and billed to the Owner shall be paid to the Town within 10 days of receipt of an invoice from the Town. Failure by an Owner or an Applicant to reimburse the Town within the 10 day time period may result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order.

THE TOWN OF LAKE PARK
Community Development Department

APPLICATION FOR SPECIAL EXCEPTION REVIEW

Name of Applicant/Agent: Jeffrey Williams / ALDI Florida LLC

Address: 2056 Vista Parkway, Suite 200 West Palm Beach, FL 33411

Telephone: 813-446-5915 Fax: 888-635-6198

E-mail address: jeff.williams@aldi.us

_____ Owner _____ Agent (Attach Agent Authorization Form)

Owner's Name (if not applicant): CONGRESS AVENUE PROPERTIES LTD

Address: 4500 PGA Boulevard Suite 207 Palm Beach Gardens, FL 33418

Telephone: _____ Fax: _____

E-Mail address: _____

Property Location: North Congress Avenue, Lake Park, FL 33403

Legal Description: Refer to survey

Property Control Number: 3643421900005040

Future Land Use: P.U.D. Zoning: C2

Acreage: 2.54 Square Footage of Use: 17,107 sf

Proposed Use: GROCERY STORE

Adjacent Property

Direction	Zoning	Business Name	Use
North	C2	Vacant	Vacant Commercial
East	C2	Vacant	Vacant Commercial
South	C2	Vacant	Vacant Commercial
West	TND	Residential	Residential

Community

MAY - 8 2014

APPLICATION REQUIREMENTS:

1. Please discuss how the Special Exception use is consistent with the goals, objectives, and policies of theTown's Comprehensive Plan.

Since the project use will be consistent with the overall proposed PUD, we feel that it is consistent with the Towns overall Comprehensive plan.

2. Please discuss how the proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

Since the project use will be consistent with the overall proposed PUD, we feel that it is consistent with the Towns overall land development and zoning regulations.

3. Please explain how the proposed Special Exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location; mass; height and setback; and other relevant factors peculiar to the proposed Special Exception use and the surrounding property.

The proposed Grocery Store is part of an overall master PUD that is currently under review. Based on the master PUD we feel that we are consistent with the future use of the overall Commercial Park.

4. Please explain how the establishment of the proposed Special Exception use in the identified location does not create a concentration or proliferation of the same or similar type of Special Exception use, which may be deemed detrimental to the development or redevelopment of the area in which the Special Exception use is proposed to be developed.

The proposed Grocery Store is currently the only grocery store proposed in the Commerce Park. We don't feel that it will adversely affect the other proposed uses.

5. Please explain how the Special Exception use does not have a detrimental impact on surrounding properties based on; (a) The number of persons anticipated to be using, residing, or working on the property as a result of the Special Exception use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the Special Exception use; (c) The effect on the amount and flow of traffic within the vicinity of the proposed Special Exception use.

6. Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) does not adversely affect property values in adjacent areas; (c) would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations; (d) does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

The proposed Grocery Store is part of a master PUD that is currently in for review. The use is consistent with the PUD and should not have any adverse affect on adjacent Commercial Uses.

7. Please provide the following:

   a. Special Exception fee plus escrow of $800.00.

   b. Advertising costs: The petitioner shall pay all costs of publication of public hearing required in a newspaper of general circulation within the Town. This cost will be deducted from the escrow.

   c. Courtesy Notice Property Owners List. A complete list of property owners and mailing addresses of all property owners within 300 feet of the subject parcel as recorded in the latest official tax role in the County Court House. Certified Mail will be sent to all owners within 300 feet; postage will be deducted from escrow.

   d. The applicant must place a 3'x 3' sign on the property to be readily visible to vehicular and pedestrian traffic stating "THIS SITE IS BEING CONSIDERED FOR A CONDITIONAL USE – TOWN OF LAKE PARK". The applicant shall remove sign from subject property within ten (10) days of final action.

   e. Location Map

f. Provide a site plan drawn to scale indicating the size of the buildings, the intended floor area ratios, the quantity of parking spaces proposed to be provided, the intended access road(s), the general type of construction in accordance with the Florida Building Code and the codes of the Town of Lake Park, and the availability and approximate location of utilities.

g. Provide a certified boundary survey by a surveyor registered in the State of Florida containing an accurate legal description of the property and a computation of the total acreage of the parcel.

DOCUMENTS:

1. A statement of the applicant's interest in the property.

2. A warranty deed with an affidavit from the applicant that the deed represents the current ownership.

REPORTS:

A traffic impact analysis, if required by the Town Engineer or staff, on the project generated Traffic impact on the external street serving the site.

For the final review, 13 complete sets of all final required documents, after approval of all other governing agencies, must be submitted.

The Town of Lake Park
Community Development Department

PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that the Town of Lake Park Code of Ordinances under Section 51-6 provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs can include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional staff time, cost of reports and studies, NPDES stormwater review and inspection costs, all engineering fees and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions please contact the Community Development Department at 561-881-3318.

I, _____, have read and understand the regulations above regarding cost recovery

_____ _____
Signature of Property Owner Date

535 Park Avenue, Lake Park, Florida 33403
Phone: (561) 881-3318 Fax: (561) 881-3323
Web Site www.lakeparkflorida.gov

Community
MAR 07 2014
Development

THE TOWN OF LAKE PARK

APPLICATION FOR SITE PLAN REVIEW

Project Name: ALDI - Lake Park

Property Address: North Congress Avenue, Lake Park, FL 33403

Owner: CONGRESS AVENUE PROPERTIES LTD Address 4500 PGA Boulevard Suite 207 Palm Beach Gardens, FL 33418

Applicant (if not owner) Jeffrey Williams / ALDI Florida LLC

Applicant's Address 2056 Vista Parkway, Suite 200 West Palm Beach, FL 33411 Phone 813-446-5915

Fax: 888-635-6198 Cell Phone: _____ E-Mail jeff.williams@aldi.us

Property Control Number (PNC) 3643421900005040

Site Information:

General Location Parcel of Land on East side of North Congress Avenue between Water Tower Road and Park Avenue West

Address: North Congress Avenue, Lake Park, FL 33403

Zoning District: C-2 Business district Future Land Use: Comm_Lt_Industrial Acreage: 2.54

Adjacent Property:

Direction	Zoning	Business Name	Use
North	C2	Vacant	Vacant Commercial
East	C2	Vacant	Vacant Commercial
South	C2	Vacant	Vacant Commercial
West	TND	Residential	Residential

Justification:

Information concerning all requests (attach additional sheets if needed.)

1. Explain the nature of the request Construction of a +/- 17,135 square foot ALDI grocery store and associated parking lot and driveways.

2 What will be the impact of the proposed change on the surrounding area?

The proposed site is within a commercial business area so the proposed project should not have an adverse impact to surrounding projects.

3 How does the proposed project comply with Town of Lake Park's zoning requirements?

Proposed commercial business use complies with the current zoning and future land use designation.

Legal Description:

The subject property is located approximately _____ mile(s) from the intersection of

_____, on the _____ north, __X__ east _____, south, _____,

west side of North Congress Avenue (street/road)

Legal Description See attached legal description.

I hereby certify that I am (we are) owner(s) of record of the above described property or that I (we) have written permission from the owner(s) of record to request this action

Signature of Owner/Applicant

3-5-14
Date

Consent Form from Owner and Designation of Authorized Agent:

Before me, the undersigned authority, personally appeared _____
who, being by me first duly sworn, on oath deposed and says:

1. That he/she is the fee simple title owner of the property described in the attached Legal Description
2. That he/she is requesting _____ in the Town of Lark Park, Florida
3. That he/she has appointed Ryan Thomas, Brandon Ulmer, Thomas Engineering Group to act as authorized on his/her behalf to accomplish the above project

Name of Owner CONGRESS AVENUE PROPERTIES Ltd.

Signature of Owner

Judith Galvin, V. President
By Name/Title

4500 PGA Boulevard Suite 207
Street Address

Palm Beach Gardens, FL 33418
City, State, Zip code

P O Box

City, State, Zip code

561-691-9050
Telephone Number

561-622-1851
Fax Number

Email Address

Sworn and subscribed before me this 5th day of March, 2014

DEBBIE POWELL
MY COMMISSION # EE 142483
EXPIRES: December 13, 2015
Bonded Thru Notary Public Underwriters

Debbie Powell
Notary Public

My Commission expires.

The Palm Beach Post
Real News Starts Here

RECEIPT

LEGAL NOTICE OF PUBLIC HEARING FOR A SPECIAL EXCEPTION USE AND SITE PLAN APPLICATION - TOWN OF LAKE PARK

Please take notice and be advised that the Planning & Zoning Board will hold a public hearing on **Monday, September 8, 2014 at 7:00 p.m.,** in the Town Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, for a Special Exception Use Application and a Site Plan Application by ALDI Florida, LLC. The Special Exception Use Application seeks to establish the use of a general grocery store within the Congress Business Park Planned Unit Development (PUD), to be located on a parcel between Watertower Road and the Park Avenue West, on the east side of North Congress Avenue. The Site Plan Application proposes the development of the proposed 17,107 square foot, one-story general grocery store within the above-referenced PUD. The applications will also tentatively be heard by the Town Commission of the Town of Lake Park at the meeting of **Wednesday October 1, 2014 at 6:30 p.m.,** or as soon thereafter as can be heard, in the Lake Park Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida.

If a person decides to appeal any decision made by the Planning and Zoning Board or the Town Commission with respect to any hearing, they 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. For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez
8-29/ 2014 #294761

Town of Lake Park
Community Development Department

Certified Mail – ***You are receiving this notice because you are the legal owner of record for property that is located within 300 feet of the subject property.***

August 28, 2014

Re: ALDI Florida, LLC - Special Exception Use & Site Plan Application

Dear Property Owner:

Please be advised that ALDI Florida, LLC (also known as "ALDI") has filed an application for Special Exception to establish the use of a general grocery store within the Congress Business Park Planned Unit Development (PUD), to be located on a parcel between Watertower Road and Park Avenue West, on the east side of North Congress Avenue. The Applicant is also requesting approval of a Site Plan Application to develop the 17,107 square foot, one-story general grocery store in the above referenced PUD.

The **Planning and Zoning Board** will conduct a public hearing to consider these applications on **Monday, September 8, 2014 at 7:00 p.m.**

The item will also tentatively be heard by the **Town Commission** on **Wednesday, October 1, 2014 at 6:30 p.m.**, or as soon thereafter as can be heard.

Both hearings will be held in the Town Hall Commission Chambers located at 535 Park Avenue, Lake Park, Florida. If you have any questions, please do not hesitate to call the Community Development Department at (561) 881-3319.

Sincerely,

Debbie Abraham, *Town Planner*

535 Park Avenue, Lake Park, Florida 33403 – Phone: 561-881-3320 Fax: 561-881-3323
Web Site: www.lakeparkflorida.gov Email: dabraham@lakeparkflorida.gob

Exhibit "B"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 1, 2014 **Agenda Item No.** 5

Agenda Title: RESOLUTION AMENDING THE TOWN OF LAKE PARK HANDBOOK OF PROCEDURES AND POLICIES FOR EMPLOYEES OF THE TOWN OF LAKE PARK TO REVISE THE TOWN DRUG FREE WORKPLACE POLICY

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

Approved by Town Manager _____ **Date:** 9/19/14

Name/Title HUMAN RESOURCES DIRECTOR

Originating Department: **Human Resources**	**Costs: $ -0-** Funding Source: Acct. # [ ] Finance _____	**Attachments: Resolution and Copy of Proposed Revised Drug Free Workplace Policy in Redline Format**
Advertised: Date: _____ Paper: _____ **[x] 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: BMT** **Please initial one.**

Summary Explanation/Background:

The Town's current Drug Free Workplace Policy is set forth in the 2012 edition of the Handbook of Procedures and Policies for Employee of the Town of Lake Park (Employee Handbook) which was adopted by the Town Commission on August 15, 2012. It is necessary that periodic adjustments be made to the Drug Free Workplace Policy in order to ensure that it is consistent with applicable state and federal laws.

The purpose of this action is to amend the Employee Handbook to revise and update the Town's Drug Free Workplace Policy. A copy of the revised policy is attached in redline format as Exhibit A.

Staff recommends approval.

Recommended Motion: I move to adopt Resolution 34-10:14

Ordinance on First Reading

TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 15, 2014 **Agenda Item No.** 3

Agenda Title: Repealing Chapter 2, Article I, Section 2-4 of the Town Code Entitled Provisions for Processing Public Records Request

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[X] PUBLIC HEARING ORDINANCE ON FIRST READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 10/1/14

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Ordinance**
Advertised: Date: _____ Paper: _____ **[X] 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: Florida State Statute Chapter 119 known as the "Public Records Act" provides a public right of access to any public record which is made or received in connection with communicating the official business of any public agency. The Legislature seems to change the Public Records Act quite often causing the Town Code to easily become outdated. In order to keep current, staff is recommending repealing the current but outdated section of the Town Code.

Staff has reviewed Town Code chapter 2, article I, section 2-4, which is in conflict with F.S.S. 119. Staff will be recommending the adoption of a resolution, which will follow current Florida State Statute on the Public Records Act. Staff is recommending repealing this section of the Town Code and adopting the proposed ordinance to avoid a conflict with state law.

Recommended Motion: I move to adopt Ordinance 13-2014 on first reading.

ORDINANCE NO. 13-2014

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, REPEALING CHAPTER 2, ARTICLE I, SECTION 2-4 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK ENTITLED "PROVISIONS FOR PROCESSING PUBLIC RECORDS REQUESTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, both Article 1, Section 24(a) of the Florida Constitution, and Chapter 119, F.S., the "Public Records Act" ("Act"), provide a public right of access to any public record which is made or received in connection with communicating the official business of any public agency as defined therein; and

WHEREAS, the Town Manager and Town Clerk have recommended that the Town Commission repeal Section 2-4 of the Town Code pertaining to the processing of public records requests; and

WHEREAS, the Town Commission has reviewed the recommendations of the Town Manager and Town Clerk, and has determined that repealing Section 2-4, of Chapter 2, Article I, should be replaced with a resolution pertaining to the Town staff's processing of public records requests pursuant to the requirements of the Act.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. Chapter 2, Article I, Section 2-4 of the Code of Ordinances of the Town of Lake Park, Florida is hereby repealed in its entirety.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance 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. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

New Business

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 15, 2014 **Agenda Item No.** 4

Agenda Title: A REQUEST FROM THE EVENT ORGANIZERS OF THE LAKE PARK SEAFOOD AND MUSIC FESTIVAL TO WAIVE THE FACILITY RENTAL(S) AND PARKING METER FEES.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING - ORDINANCE ON 1st READING
[X] NEW BUSINESS
[ ] OTHER:

Approved by Town Manager _____ **Date:** 10/1/14

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ 0** Funding Source: Acct. # [ ] Finance _____	**Attachments:** ➔ **Copy of Special Event Application**
Advertised: Date: ***N/A*** Paper: [ ] 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__*ND* or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

A special event permit application was submitted by Larry Marble and the Lake Park & Jupiter Kiwanis on September 22, 2014 to the Community Development Department. The permit application is proposing a *Lake Park Seafood & Music Festival* event to be held in Lake Shore Park on Saturday, November 22, 2014 and Sunday, November 23, 2014 from 10:00am – 9:00pm each day. Mr. Larry Marble and Mr. Johnny Ringo are working with the Lake Park & Jupiter Kiwanis in organizing this event. They are requesting that the Town Commission consider approving the following special requests which cannot be granted administratively. They are not requesting waivers from any required Palm Beach County Sheriff's Office services; Public Works sanitation services; and signage or special event application fees.

As an added note, it is important to recognize that this event is proposing live entertainment throughout both days, with a main country band performance from 6pm-9pm on Sunday evening. While the Code exempts public performances being conducted in conjunction with a special event permit under Section 10-161(2) from meeting the noise levels in the noise ordinance, it is important to recognize that above-normal noise levels will project from the park area on both event days. Consequently, as part of the special event permit conditions of approval, staff will be requiring that event flyers are posted within surrounding residential complexes located immediately adjacent to the park at least 14 days before the start of the event.

REQUESTED CATEGORY	VALUE *(monetary or other)*	APPLICANT REQUEST	NOTES
Parking Meters (Tennis Court Lot; Lake Shore Lot; Greenbriar Drive; Foresteria Drive)	***(potential value)*** $114 per hour (over **$2,508** at full capacity for two days @ 22 total hours).	**WAIVE ALL FEES**	Operating Hours: **6am - 8pm** *(event proposed from 10am-9pm each day)* Meter Cost: **$1 per hour** Total # of Meters: **114** *Greenbriar Drive (30); Foresteria Drive (19); Lakeshore Lot (42); Tennis Court Lot (23)*
Indoor Pavilion Facility Rental	**$763.20** rental fee; **$60** staffing fee; **$400** refundable deposit (*$200 per day*)	**WAIVE RENTAL, STAFFING AND DEPOSIT FEES**	The Pavilion will not be open to the public and is proposed to be used by the event organizers for coordination/setup/storage purposes only on Saturday 11/22/14 and Sunday 11/23/14 from 9am-9pm each day at $30 per hour for a total facility rental rate of $720 plus tax = $763.20. A staff member will only be required to open, close and perform a final inspection of the facility therefore, a 2-hour staffing fee is also assessed by the Parks & Recreation Department, for a total staffing fee of $60. Finally, the Indoor Pavilion is also assessed a $200, per day, refundable deposit, for a total of $400 for the two days.
Lake Shore Park Rental	**$848.00** rental fee; $1,000 refundable deposit ($500 per day)	**WAIVE RENTAL FEE** Applicant is **NOT** requesting a waiver from the refundable deposit fee and intends on paying it.	11/22/14 and 11/23/14 from 9am-9pm

TOTAL:

Potential Revenue Loss *(assuming parking meters are utilized at full capacity)*
= Facility Rentals: $1,611.20
Parking Meters: $2,508

Additional Requested Waivers
= Indoor Pavilion Refundable Deposit: $400
Indoor Pavilion Staffing Fee: $60

DATE/TIME RECEIVED:
Community
SEP 2 2 2014
Development
10:17am

TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL EVENT PERMIT APPLICATION

For Events being held on Town Property, Town services may be requested for an additional fee(s). Please schedule a pre-submittal meeting with the Community Development Director at least 60 days in advance of your event by calling 561-881-3319.
This Application must be completed and submitted by the Event Organizer ("Applicant")

Instructions:

This completed Special Event Permit Application and all relevant attachments must be submitted to the Community Development Department not less than twenty-one (21) calendar days prior to the date of the proposed Event.
For events being proposed on Town Property, the deadline to submit is sixty (60) calendar days prior to the date of the proposed Event.

Application Fee Due and Payable Upon Submittal: $75.00 ***($25.00 for Non-profit organizations)***

Non-Profit IRS Tax Identification Number (*required if Applicant is a non-profit*):

Name of Applicant (i.e. Event Organizer): LARRY MARBLE (#5370565) / (If applicable) LAKE PARK & JUPITER KIWANIS
CONTACT - ROGER MICHAUD 561-512-3914
primary planners

Name of Event: LAKE PARK SEAFOOD & MUSIC FESTIVAL

Address/Location of Event: LAKE SHORE PARK.

If this Event requires a Town facility rental, please contact our Parks and Recreation Department at 561-881-3338 regarding the completion of the Facility Usage Application PRIOR to submitting this application.

Dates/Times of the event (*as applicable*):

	Date	Day	Begin Time	End Time
Event Day 1	11/22	SAT	10 (X) AM ( ) PM	9 ( ) AM (X) PM
Event Day 2	11/23	SUN	10 (X) AM ( ) PM	9 ( ) AM (X) PM
Event Day 3			( ) AM ( ) PM	( ) AM ( ) PM
Event Day 4			( ) AM ( ) PM	( ) AM ( ) PM
Event Day 5			( ) AM ( ) PM	( ) AM ( ) PM
Event Day 6			( ) AM ( ) PM	( ) AM ( ) PM

Additional Applicant Information:

JUPITER & LAKE PARK KIWANIS ROGER MICHAUD (561) 5123914

Name: JOHNNY SMITH (RINGO)

Address: 1084 RAINTREE DR.

State/Zip PBG, FL. 33410

CONTACT PHONE: 561 633-2041

Alternate Phone # _____

Fax: _____

E-mail : PIRATEHEADS@YAHOO.COM

Description and Purpose of the Event

Estimated number of participants? 5,000

Has this event ever occurred in the Town of Lake Park? Yes X No _____

Has this site had a Special Event Permit this calendar year? Yes X No _____

Will there be an admission fee for the Event? *If yes, how much?* Yes ___($__)No X FREE

THE FOLLOWING SECTIONS MAY NOT APPLY TO NON-COMMERCIAL EVENTS

Will your event require road closure? Yes ____ No X

If YES, describe the requested street segment closure and time and provide a Traffic Circulation Plan prepared by a Traffic Engineer, including a detour signage plan. You are responsible for notifying affected businesses/entities, including Palm Tran, regarding affected routes: _____
(Initial to acknowledge statement)

EVENT COMPONENTS (Check the items that will be associated with your event.)

____ Road closure
X Electric service hook-up required
____ Water service hook-up required
____ Sidewalks blocked
____ Municipal park(s) prepared
____ Booths or other temporary structures
____ Parking lots to be partially or completely closed
X Food Vendors
____ Town litter pick-up or street sweeping
X Tents (check with PBC Fire-Rescue)
____ Barricades ordered
X Alcohol served — will review application & provide requirement
X Police needed (contact PBSO) — PBSO FOR EVENT SECURITY
X Music, bands, DJ
____ Rides or other amusements
____ Do you want animals disallowed at event?
____ Fireworks
X Food to be cooked at site (Food Vendors) — PRIVATE SECURITY COMP FOR OVERNIGHT SECURITY.
____ Bleachers
____ Designated parking area
X Town Restroom required → Portalets
X Portable Restrooms required (see map)
X Dumpsters/Trash Receptacles (PW will review & provide requirement)
X Portable stage
____ Other (e.g., bounce house, etc.)

EVENT VENDOR(S) NAMES

KP CONCESSIONS

Will the event require the use of electricity? Yes X No ____

Will the event require water hook-up? Yes X No ____

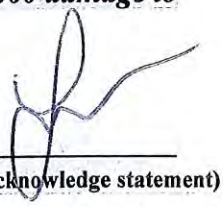
Describe restroom availability: see map

*Will food and/or beverages be served? Yes X No ____

*Will the event have vendors or concession sales, including food? Yes X No ____

If the answers to the above questions are YES, the Applicant is responsible for securing all respective Palm Beach County and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses. Florida hood system inspection reports are required for all food trucks and must accompany this Special Event Permit Application.

All Applicants must also provide to the Town a Certificate of Insurance issued no more than thirty (30) days prior to the date of the event and naming the Town of Lake Park (and the CRA, if the event is taking place within the CRA area) as certificate holder and an additional insured with respect to commercial general liability. The required limits are $1 million per occurrence and $2 million aggregate. $100,000 damage to rented premises must also be provided.

The Applicant holds full responsibility and liability for its vendors.  ____

(Initial to acknowledge statement)

**Will alcoholic beverages be served? Yes X No ____

****If the answer to the above question is YES, additional liquor legal liability insurance usual to the insured's operations with a $1million limit must be included on the Certificate of Insurance.***

***Are you proposing signage? Yes X No ____

*****If the answer to the above question is YES, please fill out the Signage Permit Application attached. An additional $100.00 application fee is required for signage.***

Will the event have an official "Flyer" and/or promotional materials? Yes X No ____
If yes, please provide a copy of the "Flyer".

Please provide a sketch of the Special Event site including: Proposed location of parking, tent(s), concession stand(s), booth(s), stage(s), etc. OR provide an attachment:

SEE ATTACHED

REQUEST COMMISSION TO
- WAIVE PARK FEES
- WAIVE PARKING FEES (METERS)
- WAIVE PAVILLION RENTAL FEE
  (deposit/staffing)

(will be used for event coordination purposes only)

NOTE: Public parking spaces are on a first-come, first-serve basis, and may be metered depending on where your event is being held.

IF TENTS ARE BEING UTILIZED:
MAXIMUM ALLOWABLE TENT SIZE IS 35' X 45'.

For ALL tents larger than 10 ft. x 10 ft. (pop-up style), a *Certificate of Flame Resistance* is required and must accompany this Special Event Permit Application.

(FOR OFFICE USE ONLY)

SIGNATURES/APPROVALS:

Please Sign and Date

PARKS & RECREATION DIRECTOR: *(If applicable)*

_____ **DATE:**_____

PUBLIC WORKS DIRECTOR:

_____ **DATE:**_____

MARINA DIRECTOR: *(If applicable)* N/A

_____ **DATE:**_____

PALM BEACH COUNTY SHERIFF:

_____ **DATE:**_____

PALM BEACH COUNTY FIRE-RESCUE:

_____ **DATE:**_____

RISK MANAGEMENT: *(If applicable)*

_____ **DATE:**_____

} ADA Requirements
} Insurance Requirements

CODE COMPLIANCE OFFICER:

_____ **DATE:**_____

COMMUNITY DEVELOPMENT DIRECTOR:

_____ **DATE:**_____

Additional Comments:

APPLICANT SIGNATURE: _____

APPLICANT PRINTED NAME: LARRY MARBLE

DATE: 9/17/14

LAKE PARK SEAFOOD
& MUSIC FEST
2014
Bars
VIP Area
Portalets
Bounce Houses
MAIN STAGE
BAR
Host Tent
FOOD COURT
VENDOR PARKING
GoogleEarth_Placemark
Sponsor VIP Parking
Kelsey Park, Lake Shore Dr, Lake Park, FL
© 2012 Google
Mollys trolly pick up/drop off
Imagery Date: 3/21/2011
26°47'53.55" N 80°03'09.25" W elev 0 ft
Eye alt 825 ft
Google earth

TAB 5

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 15, 2014 **Agenda Item No.** 5

Agenda Title: AWARD CONTRACT FOR BUILDING OFFICIAL, INSPECTIONS AND RELATED SERVICES.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON __ READING
[X] NEW BUSINESS
[ ] OTHER

Approved by Town Manager _____ **Date:** 10/6/14

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ Legal Ad** Funding Source: **Town Clerk** Acct: **#106-48100** [ ] Finance _____	**Attachments:** 36-10 → **Resolution __-2014** → **Public Notice – Request for Proposals (RFP)** → **Proposal Score Table** → **Contract** → **Permit Fee Schedule Cost-Sharing details** → **Calvin, Giordano & Associates, Inc. submittal** ***(available in the Dropbox)*** → **HyByrd, Inc. submittal** ***(available in the Dropbox)*** → **M.T. Causley, Inc. submittal** ***(available in the Dropbox)***
Advertised: Date: **08-28-2014** Paper: **Palm Beach Post** [ ] 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 ***ND (through the Town Clerk's Office and pursuant to the purchasing guidelines)*** or Not applicable in this case __ **Please initial one.**

Summary Explanation/Background:
Staff is requesting that the Town Commission award the Building Official, Inspections and Related Services contract to HyByrd, Incorporated with a monthly compensation equal to seventy-five percent (75%) of the building permit, inspections and related fees generated by the Community Development Department. Over the past two fiscal years, these services have averaged

approximately $110,000. Therefore, by example, a 75% compensation percentage would be equal to $82,500 annually/$6,875 monthly. If additional hourly services, not associated with building permits, are requested either by the Town for a Town project, or by a property owner for a project on private property, these services would be compensated on an hourly basis pursuant to the hourly rates of the enclosed contract. The term of the contract will commence on November 1, 2014 and run for two years, with one, two-year renewal option.

The Town has historically contracted for Building Official, Inspections and Related Services. For the past twelve years, the Town has contracted with HyByrd, Incorporated with the latest contract running through October 30, 2014. In order to keep the services competitive, the Town solicited proposals through a Request for Proposal (RFP) process. The RFP required the following:

1. A list of five (5) client/customer references providing the client/customer name, address, project representative and telephone number for clients served within the past three (3) years of which at least three (3) must be governmental entities. Include a brief description of the services performed for each client/customer for whom the proposer has provided similar services as set forth in the proposer's proposal documents, and which is verified by the Town.

2. List of equipment and facilities available to do the work.

3. Evidence of valid state, county and local licenses and receipts (as applicable) proving authority to conduct business in the jurisdiction of the work (even if a transfer of licenses to the State/jurisdiction is required).

4. List of experience and personnel requirements.
   → Building Official, with a minimum of 10 (ten) years experience in the construction industry, who is responsible for ensuring compliance with the Florida Building Code; federal, state and local ordinances; and statutes regarding health, safety and welfare; and Federal Emergency Management Contractor requirements.

   → Plans examiner, with a minimum 5 (five) years experience in the construction industry, who will enforce the current Florida Building Code and Town of Lake Park Code of Ordinances, specifically including the Zoning Code regulations in working with Community Development staff.

   → Building inspector(s), with a minimum 5 (five) years experience in the construction industry, who shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the Town.

   → Qualified individuals to perform the additional service tasks as listed

5. A proposed organizational chart (or other) identifying professionals to provide building official, plan review, building inspection and related services for the Town and their area of responsibilities and certifications.

The RFP also detailed that the selected firm would be expected to adhere to the following performance standards:

1. Responses to public inquiries (within one business day or scheduled appointment during on-site office hours).

2. Plan review (within three calendar days, unless the nature of the permit requires more extensive review/research)

3. Inspections (all inspections to be scheduled on the next business day for requests made prior to 4:00 p.m. the prior day).

4. Under normal circumstances, all inspections shall be conducted within the normal business hours of 8:30am to 5:00pm, Monday through Friday, and inspection results made available by 10:00am the following business day.

5. Proposer shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of one (1) hour, five (5) days each week and be available by telephone or on-call for emergency situations at all other times during regular business hours.

6. Inspector(s), the plans examiner and Building Official shall maintain appropriate licensure in accordance with Florida State Statutes.

7. Workloads for the inspector(s) and plans examiner will vary based on need; and it is expected that inspections performed will also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town.

8. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply. The following standards shall be adhered to or exceeded whenever possible. Responses to customer inquiries will be provided within one (1) business day of receipt. Customer appointments shall be promptly attended as per pre-scheduled times.

9. All personnel performing services shall be able to understand, converse and write the English language and must be legally able to work in the United States.

10. The proposer shall work with the Town to continuously upgrade a program of disseminating information to keep contractors and members of the public aware of any and all code changes, and the logic underlying the changes.

11. Employees of the proposer shall maintain all necessary licensure and certifications required to perform under the contract.

12. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from the proposer providing services shall be the property of the Town.

13. The proposer shall coordinate activities with the Florida Building Commission as needed.

14. The proposer shall coordinate activities with the Palm Beach County Fire Department Staff as needed.

15. The Town prefers that the Firm review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.

16. The Town prefers that the proposer maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

A total of three submittals were received by the bid opening of Thursday, September 18 at 3:00pm: Calvin, Giordano, & Associates, Inc.; HyByrd, Inc.; and M.T. Causley, Inc. All submittals were responsive. A scoring of each proposal was performed and the results of the scoring is illustrated on the enclosed score table. The scoring was evaluated based on the evidence of qualifications and experience of the firm; references provided; location considerations; and contract price (cost-sharing and hourly). The scoring is based on a 100 point scale. The higher the number, the better the rank.

HyByrd, Inc. scored the highest, M.T. Causley, Inc. placed second, and Calvin, Giordano & Associates, Inc. scored third. When one looks closer into what made up the scoring, one finds that HyByrd's hourly rates for additional services average $60/hour, while M.T. Causley's hourly rates for additional services average $80/hour. HyByrd's rates would provide some cost savings to the town for town projects, and to property owners for projects on private property. While M.T. Causley's proposal includes a 70(firm)/30(town) cost-sharing split, and HyByrd's includes a 75(firm)/25(town) split, HyByrd is located in Palm Beach County with a proposal that clearly describes the various Building Officials; Building Inspectors; and Plan Reviewers on staff and their respective years of experience, along with copies of their licenses. M.T. Causley's proposal includes notations evidencing that the RFP personnel requirements will be met, but a breakdown of the firm's personnel and their respective licenses was not provided.

It is important to note that HyByrd's public crimes form was submitted and signed however, the statement box was not checked. This does not represent a substantive deficiency and will be rectified upon contract award. The Town's required insurance limits are also required upon contract award.

Staff recommends that the Building Official, Inspections and Related Services contract be awarded to HyByrd, Incorporated for a two-year term commencing November 1, 2014, with a 75(firm)/25(town) cost-sharing compensation and hourly services compensated at the contract rates.

Recommended Motion: I move to authorize the Mayor to sign the contract with HyByrd, Inc. for Building Official, Inspections and Related Services, as detailed in the enclosed contract.

RESOLUTION NO. 36-10-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH HYBYRD, INC. FOR BUILDING OFFICIAL SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 28, 2014, the Town of Lake Park (the Town) advertised a Request for Proposal seeking firms or individuals who could provide the professional services of a Building Official; and

WHEREAS, the Town received proposals from three firms which were opened on September 18, 2014; and

WHEREAS, the Town's Community Development Director, Finance Director, Planner, and the Administrative Assistant to the Community Development Director numerically scored and evaluated each firm's proposal; and

WHEREAS, HyByrd, Inc. scored the highest amongst the three firms who responded; and

WHEREAS, the town staff recommends that the Commission select HyByrd, Inc. to provide Building Official services to the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida

Section 1: The whereas clauses are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute a contract with HyByrd, Inc..

Section 3: This Resolution shall take effect upon its adoption.

RECEIPT

TOWN OF LAKE PARK
REQUEST FOR PROPOSALS (RFP)
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed proposals for:
COMMUNITY DEVELOPMENT BUILDING OFFICIAL,
INSPECTIONS AND RELATED SERVICES
TOWN OF LAKE PARK
Town Bid Proposal No. 105-2014

The Town of Lake Park requests proposals from all qualified and interested firms with the experience and technical qualifications to provide comprehensive Community Development Building Official Services, Inspections and Related Services commencing November 1, 2014. Proposing firms shall have the capability of providing personnel possessing all licenses and certifications required by Florida Statutes. Work will be performed within the Town of Lake Park. The selected firm will be responsible for all Building-related services including, but not limited to, permit reviews, plans examining, Building Official duties in accordance with state statutory provisions, building inspections, code enforcement inspections, drainage system inspections, natural disaster inspections and building damage assessments and all communications and meetings required by the Town involving these Building Division responsibilities.
Compensation will be on a cost-sharing and hourly basis for additional services and proposal evaluation allocates 50% of the overall available score to the Proposer's compensation proposal. Proposers shall also demonstrate qualifications and experience with similar services; experience working with Government Agencies; availability of qualified personnel; certifications/licenses; provide a minimum of five (5) references for which at least three (3) must be government references within the past three (3) years; demonstrate environment for good communication; and demonstrate location considerations and how it impacts on maintaining effective communication between the Town & Proposer.

Sealed proposals will be received in five (5) copies by the Town Clerk until 3:00 p.m., on September 18, 2014, at the Town of Lake Park, Town Hall located at 535 Park Avenue, Lake Park, Florida, 33403. Proposals received after this time will be returned unopened.

Project Documents
Proposal documents may be obtained starting August 28 by calling the Town Clerk at (561) 881-3311, 8:30 a.m. – 5:00 p.m., Monday–Friday, upon payment of a $15.00 non-refundable fee, for each proposal set.

Proposals shall be submitted on the form(s) provided.

Proposal Documents
Envelope containing proposal must be sealed and be clearly marked on the outside of the envelope, "Community Development Building Official, Inspections, and Related Services, Bid Proposal No. 105-2014, due 3:00 p.m., September 18, 2014".

Proposals will be opened and read aloud in the Town of Lake Park Commission Chambers at 3:00 p.m. on September 18, 2014. Award of contract will be made at a future Town Commission meeting.

All proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All proposers are advised that the Town will not supply or sell materials to proposers in connection with submission or preparation of proposals, or any other matter, including but not limited to envelopes, labels or tape.

The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, FLORIDA
PUB: The Palm Beach Post
8-28/ 2014 #294400

PROPOSAL SCORE TABLE	Calvin, Giordano & Associates, Inc.	Hy-Byrd, Inc.	M.T. Causley, Inc.
*submitted required forms (drug free workplace; public entity crimes; proposal form) - **insurance limits required prior to contract execution*	**Yes**	**Partial** (public entity form did not select a category)	**Yes**
Qualifications & Experience of Firm - Total of 25 points			
Qualifications/Experience with Similar Projects (5 points)	5	5	5
Experience working with government agencies (8 points)	8	8	8
Availability of qualified personnel (8 points)	8	8	8
Certifications/Licenses (4 points)	4	4	2 (copies of B.O.; inspectors/Plans Examiner licenses or years of experience not provided)
References (provide a minimum of 5) - Total of 15 points			
Provide at least three (3) government references from the past three (3) years (10 points)	10	10	10
Demonstrated Environment for good communication (5 points)	5	5	5
Location Considerations - Total of 10 points			
How it impacts maintaining effective communication between Town & Consultant	10	10	7.5 (head office located in Miami-Dade County)
Contract Price (Cost-sharing percentage and hourly rates) - Total of 50 points			
Cost-Sharing (maximum of 40 points) Town/Firm: 10%/90% (10 points); 20%/80% (20 points); 30%/70% (30 points); 40% or more/60% or less (40 points)	10	25	30
Hourly Rates @ upper range for B.O./Inspector/Plans Examiner (maximum of 10 points - $40/hour (10 points); $60/hour (7.5 points); $80/hour (5 points); $100/hour (2.5 points); greater than $110/hour (1 point)	1	7.5	5
TOTAL	61	82.5	80.5

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 20__, by and between the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as the TOWN, and _____ [ ] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

WHEREAS, the Town requires the services of a consultant with whom it can contract to provide services which are necessary to carry out the responsibilities and authority of a Building Official pursuant to the Florida Building Code, and the Town Code; and

WHEREAS, the TOWN solicited through a Request for Proposals the services of qualified firms to carry out the above referenced responsibilities, reviewed the responses, and selected a CONTRACTOR; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

ARTICLE 1. SERVICES

The CONTRACTOR shall furnish an on-site Building Official and provide necessary personnel to accommodate the TOWN's needs for Community Development Department Building Official, Inspections, and Related Services as described in the Scope of Work/Specifications Section of the RFP and also listed below. These will be based on the following rates:

____% Town/ ____% Contractor ____(Cost Sharing Percentage for Building Permits/Re-inspections/Permit Revisions/Sub-Permits) and additional hourly rates for non-permit related research and projects, as may be required, as follows:

Building Official	Per hour
Plans Examiner	Per hour
Building Inspector	Per hour
Natural Disaster	Per hour
Code Enforcement	Per hour
Drainage Systems	Per hour

SCOPE OF WORK/SPECIFICATIONS

Building Official

The CONTRACTOR shall be responsible for providing a qualified Building Official, with a minimum of 10 (ten) years experience in the construction industry, who is responsible for ensuring compliance with the Florida Building Code; federal, state and local ordinances; and statutes regarding health, safety and welfare; and Federal Emergency Management Contractor

requirements. The Building Official provides direct regulatory responsibilities for plan review, inspections and enforcement. Other specific duties include, but are not limited to:

- Responsible for assisting in the permitting process established by the Town with regulatory administration of plan review, enforcement, inspection of building construction, and alteration projects that require compliance with state and local codes;

- Coordinating inspections and serving as technical advisor for the Building Department, as well as generating building reports, issuing all types of construction permits as appropriate, preparing certified letters, documents, in-house memos and form updates associated with Building Department activities/actions.

- Serving as liaison to the construction industry, the State of Florida, contractors and the general public, and providing direct customer service in person or by telephone/e-mail;

- Providing administrative guidance to technical and clerical staff engaged in construction, permitting, inspection and recording of data;

- Reviewing state statutes affecting construction and determining the impact on the Town and the department; and

- Reviewing, researching, and making recommendations for approval of adoption of departmental policies regarding issuing of permits, licensing of contractors and inspection procedures and serving as an expert witness as the Town's Building Official, when needed by the Town.

- Assisting the Town in its participation in the National Flood Insurance Program's ("NFIP") Community Rating System ("CRS"), including, but not limited to, attending and participating in all NFIP meetings and audits alongside the Town's Floodplain Administrator.

- Maintaining all National Incident Management System (NIMS) certifications and providing all necessary property inspections following natural disasters using NIMS procedures.

Plans Examiner

The CONTRACTOR shall be responsible for providing a qualified plans examiner, with a minimum 5 (five) years experience in the construction industry, who will enforce the current Florida Building Code and Town of Lake Park Code of Ordinances, specifically including the Zoning Code regulations in working with Community Development staff. This position reviews all construction trade plans for new single and multiple-family dwellings, all new non-residential development and all residential and non-residential additions/re-models for compliance with codes. Other duties include determining building permit valuations for inspected construction projects, impact fee calculations (as applicable) and providing the Town with recommended code revisions that are either desirable or required.

Building Inspector

The CONTRACTOR shall be responsible for providing qualified inspector(s), with a minimum 5 (five) years experience in the construction industry, who shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the Town. The proposer must provide both residential and commercial licensed inspector/s whose combined certifications include all trades (commercial building, electrical, plumbing, mechanical, and one, two and multi-family dwellings). Inspections shall include new building construction, repair, addition, remodeling, demolition or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by state law or Town codes. Change of occupancy inspections for businesses shall also be included. Other duties include complaint investigations, hazardous building inspections and assistance with the prosecution of building code and hazardous building violations.

Additional Services

The CONTRACTOR shall be responsible for providing qualified individuals to perform the following additional services:

1. Natural disaster services, including inspections and post-disaster building/property damage assessments.

2. Code enforcement inspections, including testimony at Special Magistrate hearings (as necessary)

3. Inspection of stormwater drainage facilities (qualified individual shall be familiar with the requirements of the Palm Beach County Municipal Separate Stormwater System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit).

Personnel and Equipment:

Contract employees shall be neat and clean in appearance and shall display their identification to the public and keep such identification on their person at all times. All employees assigned to this contract shall be physically able to perform all job requirements and conduct themselves in a courteous, positive and professional manner. Professional and personal behavior of contract staff shall be in keeping with the Town's expected conduct guidelines and personnel policies. Any staff member that does not perform in accordance with the Town's standards may be removed at the request of the Town. The inspector(s) and plans examiner shall only perform building code inspections and plan reviews that are within the disciplines covered by such individual's license or certification pursuant to Florida Statute (Chapters 468, 471 or 481).

The CONTRACTOR shall provide its general employee background check policy, the background services company name, pre-employment testing procedures, current employee screening methods, and a list of any offenses that would exclude someone from employment with the proposer. All field personnel are required to pass a Level Two (2) background check as

per Chapter 435, Florida Statutes. Verification of background check and current list of employees that will be used on this contract shall be provided upon award. The employee list will need to be updated anytime there is a change in/addition to staff.

The Town shall provide a desk, phone and computer with internet access at Town Hall during on-site office hours.

Timeframes:

During the course of performing Building Division services, the following response times shall be adhered to:

1. Responses to public inquiries (within one business day or scheduled appointment during on-site office hours).

2. Plan review (within three calendar days, unless the nature of the permit requires more extensive review/research)

3. Inspections (all inspections to be scheduled on the next business day for requests made prior to 4:00 p.m. the prior day).

Performance Standards:
This subsection provides a summary of the minimum performance standards required of the proposer. Final provisions shall be determined during contract negotiations:

1. Under normal circumstances, all inspections shall be conducted within the normal business hours of 8:30am to 5:00pm, Monday through Friday, and inspection results made available by 10:00am the following business day.

2. Proposer shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of one (1) hour, five (5) days each week and be available by telephone or on-call for emergency situations at all other times during regular business hours.

3. Inspector(s), the plans examiner and Building Official shall maintain appropriate licensure in accordance with Florida State Statutes.

4. Workloads for the inspector(s) and plans examiner will vary based on need; and it is expected that inspections performed will also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town.

5. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply. The following standards shall be adhered to or exceeded whenever possible. Responses to customer inquiries will be provided within one (1) business day of receipt. Customer appointments shall be promptly attended as per pre-scheduled times.

6. All personnel performing services shall be able to understand, converse and write the English language and must be legally able to work in the United States.

7. The contractor shall work with the Town to continuously upgrade a program of disseminating information to keep contractors and members of the public aware of any and all code changes, and the logic underlying the changes.

8. Employees of the proposer shall maintain all necessary licensure and certifications required to perform under the contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Town of Lake Park within 30 days of contract award and shall be kept up-to-date throughout the duration of the contract.

9. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from the proposer providing services shall be the property of the Town.

10. The proposer shall coordinate activities with the Florida Building Commission as needed.

11. The proposer shall coordinate activities with the Palm Beach County Fire Department Staff as needed.

12. The Town prefers that the Firm review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.

13. The Town prefers that the proposer maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

The TOWN'S individual who shall be responsible for the CONTRACTOR'S performance of this Contract shall be the Community Development Director.

ARTICLE 2. TERM/COMMENCEMENT DATE

This commencement date of the Contract shall be November 1, 2014. The Term of the Contract shall be three years, unless earlier terminated in accordance with Article 4, herein. The TOWN shall have the option to renew this Contract for one additional three year term upon the same terms and conditions contained herein by providing written notice to CONTRACTOR at least 30 days prior to the expiration of the initial term and providing that renewals shall be contingent upon satisfactory performance by the firm and subject to the availability of appropriate funds.

ARTICLE 3. COMPENSATION TO CONTRACTOR

A. Generally - The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR'S Proposal is attached hereto and incorporated herein as Exhibit __.. The total and cumulative compensation for this contract shall not exceed the compensation terms outlined in Article 1, and will need to be budgeted annually by the TOWN.

B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the TOWN'S representative referenced in Article 1, above,

indicating that services have been rendered in conformity with the Contract. Upon approval, the invoice will be directed to the Finance Department for payment. CONTRACTOR shall invoice the TOWN in advance for each payment period. Invoices will normally be paid within 30 days following the TOWN representative's approval. [Cost-Sharing payments will be made by the 15th of each month for the prior month's revenue.

ARTICLE 4. TERMINATION

The Town may unilaterally cancel the Contract for the refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material subject to the provisions of F.S. ch. 119 and made or received by the contractor in conjunction with the contract and pursuant to Article 22.

This Contract may be terminated by the CONTRACTOR upon 30 days' prior written notice to the TOWN'S representative in the event of a default by the TOWN. A default shall occur upon the TOWN'S failure to perform in accordance with the terms of this Contract. The TOWN may terminate the Contract upon default, or for convience upon giving CONTRACTOR30 days advance written notice. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN, the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work pursuant to the TOWN'S direction.

D. Continue and complete all parts of the work that have not been terminated.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

ARTICLE 5. PERSONNEL

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

B. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully

qualified and, if required, licensed, authorized or permitted under state and local law to perform such services.

C. The CONTRACTOR warrants that all services shall be performed by skilled, licensed and competent personnel to the highest professional standards in the field.

D. All of the CONTRACTOR'S personnel while on Town premises, shall comply with all Town requirements governing conduct, safety, and security.

ARTICLE 6. INSURANCE

A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without 30 days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

The CONTRACTOR shall maintain during the life of this contract:
Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable State and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than $1,000,000.00 each accident; $1,000,000.00 disease-policy limit; and $1,000,000.00 disease-each employee.
Comprehensive general liability of $1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement $2,000,000.00 aggregate.
Business auto liability of $1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.

The TOWN OF LAKE PARK shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the TOWN shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies. A complete certified copy of the insurance policy(ies) is required. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability: B+ to A+, of which evidence shall be provided to the TOWN's representative. All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the CONTRACTOR and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

ARTICLE 7. INDEMNIFICATION

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its elected and appointed officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. The CONTRACTOR shall not be required to indemnify the TOWN, its elected and appointed officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, or its elected or appointed officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR.,

D. Nothing in this Contract shall be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 8. SUCCESSORS AND ASSIGNS

The TOWN and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

ARTICLE 9. INDEPENDENT CONTRACTOR RELATIONSHIP

A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or

servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

B. The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 10. NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 11. ATTORNEY FEES/ COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party shall be entitled to recover it's reasonable attorney's fees, and all expenses even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 12. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE 13. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, shall be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its employees, affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 15. AMENDMENTS TO THE CONTRACT

The provisions, terms and conditions set forth herein shall only be modified upon the execution of a written amendment to the Contract. TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto.

ARTICLE 16. NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33410
Attention: Vivian Mendez, Town Clerk

and if sent to the CONTRACTOR shall be mailed to:

_____
_____
_____

ARTICLE 17. ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

ARTICLE 18. WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 19. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 20. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the TOWN and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the Request for Proposals and CONTRACTOR'S response thereto documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 21. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

ARTICLE 22. PUBLIC RECORDS

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes including, but not limited to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service in paper and/or electronic formats.

B. Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall, upon request be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF LAKE PARK

BY: _____
MAYOR

ATTEST:

BY: _____
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Thomas J. Baird TOWN ATTORNEY

PROPOSER (CONTRACTOR):

BY: _____
Name of Authorized Representative:

_____
Title: _____

WITNESSED BY:

_____
Print Name:

= Cost-Sharing per Contract
= Compensated 100% pursuant to contracted hourly rates
_____ (no shading) = Solely Town of Lake Park fees (0% compensation)

APPROVED BY RESOLUTION 30-09-14 on 09-17-2014

BUILDING PERMIT FEES:

The Permit Fee Schedule shall be based on total valuation as follows:

Minimum Permit Fee up to $ 2,499.00 in value.....$100.00
$ 2,500.00 - $ 999,999.00.....$100.00 PLUS - 2.0 %
$ 1,000,000 and up..... $100.00 PLUS - 1.25 %
(Note: If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one(1)-hour charge)

Inspection Fee.....$40.00
(All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, a $40 inspection fee PER inspection will be assessed)

Re-inspection Fee.....$75.00

Low-Voltage alarm system permit for one and two-family homes.....$55.00

ADDITIONAL PERMIT-RELATED FEES

Permit Revision Administrative Fee utilizing the same Permit Number.....$50.00

Sub-Permit Administrative Fee.....$50.00

Administrative Fee for Permit
Renewal/Reissuance.....$60.00

ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related Building Official; Plans Examiner; Building Inspector; and Related Services.....Per hour fee based on Town Contract, minimum half hour charge

Holiday/Weekend Inspections (minimum three(3)-hour charge)
.....Per hour fee based on Town Contract

PENALTIES

Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees.

MOVING PERMIT FEES:

For the moving of any building or structure exceeding 500 Sq Ft
the Permit Fee shall be: $500.00

DEMOLITION PERMIT FEES:

For the demolition of any building or structure exceeding 500 sq ft the Permit Fee
shall be: ..... $200.00 for the first 500 sq feet with the remainder @ $1.00 / 500 sq ft

CONTRACTOR REGISTRATION FEES:

With Palm Beach County registration with a "W" designation $2.00
All Other Contractors $10.00

SIGN PERMIT FEES:

Minimum Permit Fee up to $ 3,000.00 in value $100.00
$ 3,000.00 and up in value $200.00
Window Signage (per store window frontage) $50.00

TAB 6

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 15, 2014 **Agenda Item No.** 6

Agenda Title: Four Month Extension of Marina Landscape Maintenance Contract with Chris Wayne & Associates, Inc.

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

Approved by Town Manager _____ **Date:** 10/1/14

Paul Fleming / Interim Marina Director
Name/Title

Originating Department: **MARINA**	Costs: $ 11,629.68 Funding Source: Marina Fund Acct. # 800-34000 [X] Finance _____	**Attachments:** **Letter Agreement**

Summary Explanation/Background:

The Town Commission is being asked to approve a four month extension of the Marina's Landscape Maintenance Agreement with Chris Wayne and Associates, Inc. whom the Marina has used for many years.

The Marina has not been able to complete the bid documents required to advertise the landscape maintenance services. This requires the extension of the current contract for four months allowing the bid document to be completed, advertised, bids evaluated and a recommendation prepared for Commission approval.

Once the permanent Marina Director is recruited and brought on board, the Town will need to competitively bid this work through an advertised Request For Proposal. The goal is to have a new contract in place commencing February 1, 2015.

Recommended Motion:

I recommend that the Commission approve a four month extension of the annual Marina Landscape Maintenance contract with Chris Wayne & Associates, Inc.

Public Works
Department

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov

Mr. Chris Dellago, RLA
Chris Wayne & Associates, Inc.
15863 97th Drive North
Jupiter, Fl. 33478

September 15, 2014

Dear Mr. Dellago:

RE: Letter of Agreement
Contract Extension for CRA Landscape Maintenance
Contract Extension of Lake Park Harbor Marina Landscape Maintenance

Chris Wayne and Associates, Inc. currently performs landscape maintenance within the Lake Park CRA under a contract approved by the Lake Park CRA on July 3, 2013. The compensation for this service is $6,330.00 /month. The contract expires September 30, 2014.

Chris Wayne and Associates, Inc. currently performs landscape maintenance at the property of the Lake Park Harbor Marina under a contract approved by the Lake Park Town Commission on September 10, 2013. The compensation for this service is $2907.42/month. The contract expires September 30, 2014.

The Lake Park CRA and the Town of Lake Park have a need to extend the aforementioned contracts for four months (thru January 31, 2015) at which time it is anticipated that new landscape maintenance contracts will commence. The monthly costs and payments for these services thru January 31, 2015 will remain as currently exists. It is the intent for the CRA and the Town to publicly solicit bids and award contracts for these services.

Please indicate your acceptance of a four month contract extension of both contracts and compensation by signing below and returning to the Town of Lake Park Public Works Department.

Thank you.

Sincerely,
J. David Hunt
Director of Public Works

Accepted by: _____ Date: 9/19/2014
Chris Dellago, President CWA

TAB 7

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 15, 2014 **Agenda Item No.** 7

Agenda Title: Resolution Recognizing Florida City Government Week, October 19 – 25, 2014

[ ]	CONSENT AGENDA	[ ]	DISCUSSION/POSSIBLE ACTION
[ ]	PRESENTATION/PROCLAMATION	[X]	RESOLUTION
[ ]	PUBLIC HEARING	[ ]	ORDINANCE ON ____ READING
[ ]	BID/RFP AWARD	[ ]	OTHER:

Approved by Town Manager DSS **Date:** 9/26/14

Name/Title Kathleen Carroll, Recreation Manager

Originating Department: Recreation	Costs: $ **50.00** Funding Source: Gen Fund Acct. # 600-52000 [X] Finance BKR	**Attachments:** Resolution Florida League of Cities' Letter
Advertised: Date: _____ Paper: _____ [X] 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 KC or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:
The Florida League of Cities recognizes the benefits provided by municipal governments to the citizens of the State of Florida by sponsoring the *Florida City Government Week* annually in October. They ask its member municipalities to recognize this occasion with a Resolution supporting the important role that municipal government and their employees play in the lives of their citizens. This year, Florida City Government Week will take place October 19 – 25, 2014.

Recommended Motion:
I move to adopt the Resolution 37-10, 2014, recognizing Florida City Government Week, October 19 – 25, 2014.

RESOLUTION NO. 37-10-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 19-25, 2014 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. This Resolution shall take effect upon adoption.

301 South Bronough Street, Suite 300 • Post Office Box 1757 • Tallahassee, FL 32302-1757
(850) 222-9684 • Fax (850) 222-3806 • Web site: www.flcities.com

CELEBRATE FLORIDA CITY GOVERNMENT WEEK
OCTOBER 19-25, 2014

Florida City Government Week is **October 19-25, 2014** and the Florida League of Cities wants to encourage every city to take an active part in promoting their city through civic education activities. This is a great opportunity to speak to schools and civic groups, host an open house at city hall, or reach out to civic clubs and community organizations to explain city structure and function or helping others learn by serving charitable organizations in your community.

Florida City Government Week is part of an ongoing effort sponsored by the Florida League of Cities (FLC) to raise public awareness about the services that cities perform and to educate the public on how city government works. Cities are encouraged to involve their local schools, businesses, media and civic clubs in planning City Government Week activities.

Cities provide a higher level of service than most governments, and generally receive a higher approval rate than any other level of government, and yet, many residents are unaware of how city services impact their lives. Through *Florida City Government Week*, the League hopes to heighten the public's awareness of city government's role in enhancing the quality of life in communities.

This packet includes several ideas for celebrating the week. Because we recognize the tough state of the economy, most of these ideas are no to low cost to the city. We have also enclosed Media and PR Tips, a sample press release, a sample letter-to-the-editor, a sample resolution and evaluation form for your use.

CITIES CELEBRATE FLORIDA CITY GOVERNMENT WEEK

Here are some low cost ways to recognize the week, some of which can be ongoing activities:

- Set up exhibits at local shopping malls or other public places with information on your city government and its services.

- Sponsor a heritage day focusing on the history of the city and its government. This could be coordinated with a local historic group and include community workshops/speakers on selected historical city government events, buildings, parks, facilities and people.

- Involve businesses, sorority and fraternal organizations. Offer to send a speaker to their meetings to discuss current city issues or volunteer your time! Enlist their help in celebrating Florida City Government Week.

- Contact your local library; advise them of the week's activities. Ask if you can make available at their information desk details on celebrating Florida City Government Week.

- Work with senior citizens groups to find innovative ways to involve seniors in city government. Encourage seniors to volunteer their time with the city.

- Send speakers to senior citizen-related activities/events to tell them about the special week.

- Offer tours of city hall and other city facilities. Stagger tours to allow for small group interaction with city staff or city volunteers. For school groups, limit the focus of the tour to one aspect of city government, work with teachers to prepare students in advance and plan follow-up activities.

- Coordinate ongoing or new partnership programs with schools to stage something special during the week--student "mock" city council meetings (election of a Junior "student-based" city council) or "mock" code enforcement hearings, shadowing of city officials and staff, guest speakers from city government addressing school groups, city government career day, recognition of students and teachers at a city council meeting, volunteer or beautification projects at city sites, dedication of (or special events staged at) recreational facilities shared by cities and schools, recycling or environmental-related student activities, etc.

- Get acquainted with local school personnel and encourage opportunities for integrating city government into the school curriculum (*the League has lesson plans on its website-see the link below*). Another idea—key city government terms and definitions could be supplied for use in English classes (many can be found in the teacher handbook; math classes could address the city budget or could be exposed to the computer technology used in all aspects of city government today; and, of course, there could be more integration of the local government curriculum into all the social studies classes (government, civics, history, geography, economics).

- Share the League's model booklet with teachers—*"My City: I'm Part of It, I'm Proud of it"*, containing lessons and activities about city government. Share it with your local schools. *(This booklet is available on the Internet, http://www.floridaleagueofcities.com*

- Use the League's *ABC's of City Government booklet*, an educational supplement for elementary teachers, grades 2-5. Share it with your local schools. (*This booklet is also available on the League's website*)

- It's easy to develop a teachers' packet from your city that could be placed on your website, instead of incurring costly printing and mailing costs. Here are some ideas: offer a list of available speakers from city government; a list of resource materials available on city government; information on any special educational programs or services provided by your city (such as internships, mentor programs, volunteer opportunities etc.); and a "fact sheet" on the city government. This material could also include the city budget, organizational chart, copies of council meeting agendas, etc.

- Encourage schools to study the significance of your city's name, history, flag and/or logo design.

- Create an "adopt-a-school" program. Various departments of city government could "adopt" a school, or department within the school, to share information and plan speaking engagements to students that would enhance learning about a particular aspect of city government.

- Encourage a school City Government Club or Youth Council to study community issues that involve municipal services, volunteer opportunities and citizen participation in decision-making. *Visit the League's Resource page on the Website for ideas on developing a Youth Council.*

- Working in coordination with a middle or high school, create an advisory committee of students to study a particular city government issue of importance to teenagers (for example, recreation or volunteerism) and prepare a formal report with recommendations to council. Or, include student representation on an existing citizen committee, commission or board studying an issue of consequence to teens. Make a formal announcement of these appointments during Florida City Government Week.

- Sponsor an essay contest for city residents. Instead of using cash as a prize, the winner's prize could be acting as "Mayor/City Commissioner for a day" or "City Manager for a day" or "Volunteer your time to a special cause on their behalf."

- Sponsor a poster contest for area children related to a particular city government issue, e.g., recycling, water conservation, fire or police services, recreation and parks, transportation, planning, etc. This idea could also focus on careers in city government. Or, host a competition to seek the best solution to a city government problem. Instead of a monetary award, winners could receive a certificate, an article in your local paper and recognition of students and teachers at city council meetings.

Florida City Government Week

Publicity Checklist

There are several steps that can be taken to promote and publicize your city's project:

☑ Get the local media involved from the beginning!

☑ Be sure to designate a contact person for your project who can be reached by the media during city hours and after.

☑ Write a guest editorial that talks about Florida City Government Week and the importance of cities, and submit it to your newspaper(s) opinion page editor for use during Florida City Government Week. *(Check with your newspaper on deadlines.)*

☑ Schedule an editorial board meeting with your local newspaper(s) to formally discuss your city and the city's involvement with Florida City Government Week. *(Note: This meeting should occur at least one or two weeks prior to Florida City Government Week.)*

☑ Notify the education reporter or one that covers city activities for your local newspaper. Invite the reporter to sit in on or be a part of any meetings you have with the school.

☑ Keep reporters informed of your activities. Send the local newspaper(s), television and radio station(s) a media advisory to alert them to upcoming activities and a press release(s) to publicize your activities. *(A sample press release in enclosed.)*

☑ Send a letter-to-the-editor of your local newspaper(s). *(A sample letter is provided. Please amend as necessary. Be sure to verify the deadline and requirements for submission.)*

☑ As you coordinate this project with school officials, the supervisor of elections, your PTO/PTA, and other groups, encourage them to assist you in generating publicity.

☑ Consider scheduling an interview about your project on the local television or radio talk show and/or your cable-access channel.

☑ Highlight your activities on your city website/social media, with a link to FLC's website. Be sure to put your website address on ALL communications with the media. *(This can also be done on your social media sites, if you have them.)*

☑ If you conduct this event during Florida City Government Week, you can publicize the significance of hosting your project during this week, which focuses on citizen participation and pride in city government. Your event can be coordinated with other Florida City Government Week activities. And don't forget to stress the importance of students understanding the election process—especially this year!

☑ A post-press release may be issued.

☑ Be sure to send thank you letters to the newspaper reporter/editor if you receive favorable press on the event.

☑ Don't forget to plan for and take good quality photos for use in local publications and for dissemination. The Florida League of Cities would be interested in these photos for possible use in their publications. (See Summary and Evaluation of Activities Sheet)

City Sample Press Release

News

Contact: _____ (name)
_____ (phone)

FOR IMMEDIATE RELEASE
(Or date)

(Name of City)
CELEBRATES FLORIDA CITY GOVERNMENT WEEK:
(DATE)

The City of _____ will be sponsoring Florida City Government Week October 19-25, 2014. Florida City Government Week activities are being celebrated around the theme, "*My City: I'm Part of It, I'm Proud of It*".

Because city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents, municipal officials feel they have a responsibility to pass along their understanding of public services and their benefits.

"We are very excited about the upcoming events," said Mayor/City Manager _____. "We believe that through this event, (name of city) has a timely opportunity to help Florida's residents become more informed about the services of our city governments which, in turn, will lead to more knowledgeable citizen participation in the future. It is a responsibility that we take very seriously."

Events planned for the week are (list activities, date, time, and locations).

Cities across Florida will be celebrating City Government Week, sponsored by the Florida League of Cities (FLC), to showcase and celebrate cities and the many services they provide. The League is the official organization of the municipal governments in Florida, designed and established to meet and serve the needs of Florida's municipalities and their citizens.

[It would be good to get a quote from school officials or other groups that you involved in the project.]

Note: Please include specific information about your city, keeping information to the point and brief. Press releases are more effective when limited to one or two pages. Also, you may want to follow up with phone calls to your local media representatives to personally invite them to your city's event. If the public is invited to an event say so and provide relevant details.

Sample Resolution

Florida City Government Week 2014

A RESOLUTION OF THE CITY OF _____ RECOGNIZING CITY GOVERNMENT WEEK, OCTOBER 19-25, 2014 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

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

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF _____ AS FOLLOWS:

Section 1. That the City of _____ does encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 2. That the City of _____ does encourage educational partnerships between city government and schools.

Section 3. That the City of _____ does support and encourage all city governments to actively promote and sponsor "Florida City Government Week."

PASSED AND ADOPTED by the City of _____.

TAB 8

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 15, 2014 **Agenda Item No.** 8

Agenda Title: Award of Marina Seawall Construction Inspection Services Contract (RFP No. 106-2014) to GFA International, Inc.

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

Approved by Town Manager Dale S. Sym **Date:** 10/10/14

David Hunt / Public Works Director

Originating Department: **Public Works**	**Costs:** **Contract: $43,185.00** **Contingency: $ 8,637.00** **Total: $51,822.00** **Funding Source: Marina Fund** **Acct. #: 800-46060** **[X] Finance** for BKR	**Attachments:** **I) Public Notice, Invitation to Bid** **II) Bid Tabulation** **III) GFA International, Inc. Proposal Submittal** **IV) Submitted Schedule of Bid Items:** - Ardaman & Associates - Calvin, Giordano & Associates - HCR (Handex Consulting & Remediation, LLC) - Nova Engineering and Environmental - Universal Engineering Sciences **V) Bid Document w/ Drawings** **VI) Addendum 1** **VII) Resolution**
Advertised: **Date: September 14, 2014** **Paper: Palm Beach Post** [ ] 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.**

Summary Explanation/Background:

The contract work for the remediation of the Lake Park Harbor Marina seawall and walkways is scheduled to begin in the latter part of October. In order to ensure that the contractor performs to the engineered plans and specifications, the Town must employ a professional inspection services firm to serve as an independent third party to protect the Town's interests.

The inspection services firm will have personnel present while work is underway on the key geotechnical and structural elements of the remediation project. A professional engineer will review the daily inspection reports and submit weekly progress reports to the Town and to the building official. At the completion of the project, the firm shall submit a certificate of compliance to the building official, stating that the work was completed in accordance with the permitted drawings.

Town staff prepared and advertised a request for proposals (RFP No. 106-2014) for these professional construction inspection services. The RFP estimated the amount of time that would be spent in the field inspecting the contractor's work. These time estimates are subject to change depending upon the conditions encountered by the contractor. During the bid process an addendum was issued that deleted or reduced some of the requested inspection services. The addendum also added the task of having a professional engineer certify that the job was done in accordance with the permitted drawings. With the approval of this request, the Town will have one contract, with one inspection firm, to monitor the construction work through all six phases without delaying the contractor.

Six firms responded to the RFP and three were considered responsive based upon their complete submittal. The three firms deemed non-responsive did not submit bid bonds per the RFP requirements.

GFA International, Inc. submitted the lowest estimated cost of the three responsible, responsive firms. Their submittal was reviewed for completeness and for their referenced ability to perform the work responsibly. Staff recommends awarding the Marina Seawall Construction Inspection Services Contract (RFP No. 106-2014) to GFA International Inc. in the amount of $43,185.00.

Due to the engineer's inability to view all the subterranean conditions while preparing the project documents, a number of assumptions had to be made. These unknown conditions will affect the time estimates given for inspection services in the RFP. To allow for extra time to monitor the contractor's activities due to unforeseen conditions, it is advisable to have a twenty percent contingency available for this contract in the amount of $8,637.00.

Recommended Motion: I move to adopt Resolution No. 38-10-14 and to establish a contingency of $8,637.00.

1)

TOWN OF LAKE PARK
REQUEST FOR PROPOSAL
PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
RFP No. 106-2014

The Town of Lake Park is soliciting proposals from qualified PROFESSIONAL CONSTRUCTION INSPECTION FIRMS for services associated with the Lake Park Harbor Marina seawall remediation project. The selected firm must have a strong background in geotechnical analysis, along with the capability to monitor and report on contractor activities during soil remediation by chemical injection, soil backfill and compaction, concrete and asphalt placement, and concrete coring.

The project has a 120 day completion deadline and is broken into six phases with four specific inspection tasks to be completed in each phase. It is estimated that the quality control inspector will be required to spend, on average, approximately 26 hours per week on site for the duration of the project. The hours will be determined by the general contractor's schedule. The daily field reports generated by the Inspector shall be reviewed and certified by a professional engineer.

Sealed bids will be received by the Town Clerk, until **11:00 A.M.** on **Wednesday, October 8, 2014** at which time the bids will be publicly opened and read aloud in the Town Hall Commission Chambers. Responses received after that time will be returned unopened.

Submit one (1) unbound, marked original and two (2) bound copies with one (1) CD or flash drive of the submitted bid.

All Bids should be submitted in a sealed manila envelope and be delivered or mailed to:

Town of Lake Park
Attn: Town Clerk
535 Park Avenue
Lake Park, Florida 33403

Envelope must be identified as RFP No. 106-2014, PROFESSIONAL CONSTRUCTION INSPECTION SERVICES

Bid Documents will be available Wednesday, September 17, 2014. Bid documents may be obtained at the address above, or by calling the Office of the Town Clerk 561.881.3311, 8:30 a.m. - 5:00 p.m., Monday thru Friday. There will be no charge for each bid set (only one set per company). Bid documents will not be issued after the mandatory pre-bid conference on September 30, 2014.

A **mandatory** pre-bid conference will be held at **11:00 A.M.** on **Tuesday, September 30, 2014** in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, FL 33403. Questions regarding this solicitation must be received in writing via fax (561.881.3349) or email to dhunt@lakeparkflorida.gov. No questions received after October 2, 2014 at 3:00 P.M. will be addressed via addendum.

The Town reserves the right to accept or reject any and all bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the bid(s) which in its judgment will be in the best interest of and most advantageous to the Town.

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida
PUB: The Palm Beach Post
9-14/2014 300386

II)

TOWN OF LAKE PARK
PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
RFP No. 106-2014
BID TABULATION

				RESPONSIVE: ALL REQUIRED ITEMS SUBMITTED						NON-RESPONSIVE: BID PACKET MISSING ONE OR MORE REQUIRED ITEMS					
RESPONDING VENDORS:				GFA INTERNATIONAL, INC.		HCR (HANDEX CONSULTING & REMEDIATION, LLC)		CALVIN, GIORDANO & ASSOCIATES, INC.		NOVA ENGINEERING AND ENVIRONMENTAL		UNIVERSAL ENGINEERING SCIENCES		ARDAMAN & ASSOCIATES, INC.	
ITEM NO.	DESCRIPTION	QUANT. (EST.)	UNIT	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00	$100.00
2.	Bid Bond	1	Job	5%	[2,160.00]	5%	[2,925.00]	5%	[3,891.75]	N/R		N/R		N/R	
3.	Mobilization & Registration w/ Town	1	L.S.	200.00	200.00	1,000.00	1,000.00	0	0.00	0	0.00	100.00	100.00	0	0.00
4.	Eng. Technician Field Inspection Services	549	Hours	65.00	35,685.00	72.00	39,528.00	105.00	57,645.00	35.00	19,215.00	50.00	27,450.00	65.00	35,685.00
5.	Travel Time (Round Trip)	64	Rnd. Trips	20.00	1,280.00	144.00	9,216.00	105.00	6,720.00	50.00	3,200.00	25.00	1,600.00	20.00	1,280.00
6.	Travel Time (Call back)	16	One Way	10.00	160.00	72.00	1,152.00	105.00	6,720.00	25.00	400.00	15.00	240.00	10.00	160.00
7.	Professional Engineer Field Report Review	16	One / Week	220.00	3,520.00	115.00	1,840.00	175.00	2,800.00	110.00	1,760.00	115.00	1,840.00	120.00	1,920.00
8.	Professional Engineer (As needed)	16	Hours	110.00	1,760.00	115.00	1,840.00	175.00	2,800.00	110.00	1,760.00	115.00	1,840.00	120.00	1,920.00
9.	Misc. Clerical Services	16	Hours	30.00	480.00	52.00	832.00	50.00	800.00	35.00	560.00	35.00	560.00	50.00	800.00
10.	Signed and Sealed Certificate of Compliance	1	Job	0	00.0	3,000.00	3,000.00	350.00	350.00	250.00	250.00	250.00	250.00	1,000.00	1,000.00
	TOTAL ITEMS 1 THRU 10 (less No. 2)				$43,185.00		$58,508.00		$77,935.00		$27,245.00		$33,980.00		$42,865.00

Three of the six respondents submitted complete bid packets. Staff shall recommend to the Town Commission to award the inspection services contract (Town RFP No. 106-2014) to the lowest responsive and responsible Bidder, GFA International, Inc., based on their base bid submittal of $43,185.00.

II)

TOWN OF LAKE PARK
LAKE PARK HARBOR MARINA

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
BID OPENING
OCTOBER 8, 2014
11:00AM

(Firms listed attended mandatory pre-bid mtg. on 9/30/14) **Name of Firm Submitting**	Bid Bond	Addendum No. 1	Proof of Insurance	Signed Bid Form	Schedule of Bid Items (10)	Total Job Est. Cost
AMEC Envir. & Infrastr						
Ardaman & Assoc		X	X	X	X	$45,015.00
Buchart Horn. Inc.						
Calvin, Giordano & Assoc	X	X	X	X	X	$77,835.00
GFA Int'l	X	X	X	X	X	$43,185.00 Bid Bond: $2,150.00
HCR (Handex Consult)	X	X	X	X	X	$61,433.00
Nova Eng.		X			X	$28,607.25
PSI Inc.						
Testing Lab of the PB's						
Universal Eng. Sciences		X	X	X	X	$33,980.00

III)

Request for Proposal
Professional Construction Inspection Services
RFP #: 106-2014

ORIGINAL

GFA International, Inc.

Florida's Leading Engineering Source

TABLE OF CONTENTS

TAB 1
Bid Form
Schedule of Bid Items

TAB 2
Clarifications / Exceptions

TAB 3
List of Staff Certifications

TAB 4
Reference Form

TAB 5
Proof of Proper Licensing
Proof of Existing Insurance

TAB 6
Required Proposal Forms
- Drug-Free Workplace Form
- Non-Collusion Affidavit
- Anti-Kickback Affidavit
- Certification Non-segregated Facilities
- Addendums

TAB 7
- **Bid Bond**

BID FORM: No. 106-2014
PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA

Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).

Completion: 120 calendar days after Commencement of Work [Contractor will only be performing work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town]

Required documents attached?	(Yes or No)
- Schedule of Bid Items	Yes
- Acknowledge Addenda # 1 (if issued)	Yes
- Bid bond (minimum of 5% of total bid (signed)	Yes
- 1 Original and 2 copies of the following:	
- Bid Form (signed)	Yes
- Clarifications/Exceptions	Yes
- List of Staff Certifications	Yes
- List of References	Yes
- Licenses (copies of applicable licenses)	Yes
- Proof of Existing Insurance Coverage	Yes
- Drug Free Workplace Certification	Yes
- Non-collusion Affidavit of Prime Bidder	Yes
- Anti-kickback Affidavit	Yes
- Certification of Non-segregated Facilities	Yes

NAME OF FIRM: GFA International, Inc.

ADDRESS: 1215 Wallace Drive, Delray Beach, FL 33444

PHONE#: (561) 347-0070 FAX#: (561) 395-5805

AUTHORIZED SIGNATURE:

NAME & TITLE (TYPED or PRINTED): Thomas Ortner, Executive V.P.

POINT OF CONTACT EMAIL ADDRESS: tortner@teamgfa.com

DATE: 10/6/14 TAX PAYER ID#: 65-0874962

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK BID NO. 106-2014

SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY (ESTIMATED)	UNIT	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	$100.00	$100.00
2.	Bid Bond	1	Job	$2,160.00	$2,160.00
3.	Mobilization and Registration w/ Town	1	L.S.	$200.00	$200.00
4.	Engineering Technician Field Inspection Services	549	Hours	$65.00	$35,685.00
5.	Travel Time (Round Trip)	64	Rnd. Trips	$20.00	$1,280.00
6.	Travel Time (Call back)	16	One Way	$10.00	$160.00
7.	Professional Engineer Field Report Review	16	One / Week	$220.00	$3,520.00
8.	Professional Engineer (As needed)	16	Hours	$110.00	$1,760.00
9.	Misc. Clerical Services	16	Hours	$30.00	$480.00
10.	Submittal of Signed and Sealed Certificate of Compliance	1	Job	$0.00	$0.00
	ESTIMATED PROJECT SERVICES: TOTAL ITEMS 1 THRU ~~9~~ 10				$45,345.00

Written Amount $ Forty five thousand three hundred and forty five dollars

.....

Submitted By: _____

Name of Firm: GFA International, Inc.

NOTES:

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK BID NO. 106-2014

SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY (ESTIMATED)	UNIT	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	$100.00	$100.00
2.	Bid Bond	1	Job	$2,160.00	$2,160.00 (5%)
3.	Mobilization and Registration w/ Town	1	L.S.	$200.00	$200.00
4.	Engineering Technician Field Inspection Services	549	Hours	$65.00	$35,685.00
5.	Travel Time (Round Trip)	64	Rnd. Trips	$20.00	$1,280.00
6.	Travel Time (Call back)	16	One Way	$10.00	$160.00
7.	Professional Engineer Field Report Review	16	One / Week	$220.00	$3,520.00
8.	Professional Engineer (As needed)	16	Hours	$110.00	$1,760.00
9.	Misc. Clerical Services	16	Hours	$30.00	$480.00
	ESTIMATED PROJECT SERVICES: TOTAL ITEMS 1 THRU 9				$43,185.00 + 2,150.00 Bond

Written Amount $ Forty three thousand one hundred and eighty five dollars

.....

Submitted By: Thomas Ortner, Executive Vice President

Name of Firm: GFA International, Inc.

NOTES:

CLARIFICATIONS / EXCEPTIONS

None

LIST OF STAFF CERTIFICATIONS

State of Florida

Board of Professional Engineers

Attests that

GFA International

FBPE

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015
Audit No: 228201500368

Certificate of Authorization

CA Lic. No: 4930

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL GEOLOGISTS

LICENSE NUMBER	
GB118	

The GEOLOGY BUSINESS
Named below IS CERTIFIED
Under the provisions of Chapter 492 FS.
Expiration date: JUL 31, 2016

GFA INTERNATIONAL
1215 WALLACE DRIVE
DELRAY BEACH FL 33444

State of Florida

Board of Professional Engineers

Attests that

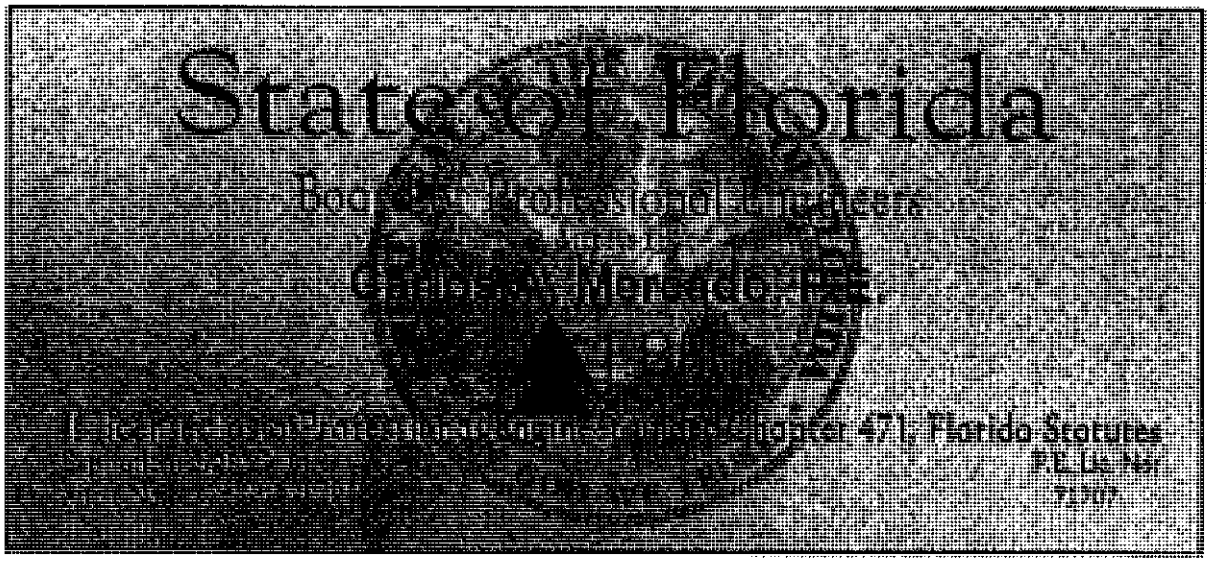
Paul Howard Danforth

FBPE

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2015 P.E. Lic. No: 44653

Audit No: 228201504378 Special Inspector SI Lic. No: 1103



LIST OF STAFF CERTIFICATIONS

Paul H. Danforth, P.E., SI
Regional Vice President, Executive-In-Charge
Professional Engineer
Special Inspector, Threshold Inspector

Paul H. Danforth, P.E., Regional Vice President and a Florida registered Professional Engineer, has been providing engineering consulting and building inspections for over 30 years. His past experience has included performing the duties of threshold inspector, geotechnical engineer, structural design engineer, civil engineer, project manager, engineering technician and quality control technician. As a licensed Special Inspector under F.S. 553, Mr. Danforth has provided qualification of numerous threshold buildings.

Mr. Danforth oversees the Delray Beach, Fort Myers, Miami, and Port St. Lucie operations of GFA including building inspection, threshold inspection, forensic, plan review, private provider, geotechnical evaluations, and construction materials testing services for numerous projects.

Education

- North Carolina State University, Raleigh, North Carolina
  - B.S. in Civil Engineering, 1987

Licenses and Registrations

- Florida Registered Professional Engineer, 1991, License No. 44653
- Florida Registered Special Inspector, 1996, License No. 1103

Organizations and Affiliations

- American Society of Civil Engineers
- Former Vice-Chairman of the City of Greenacres Code Enforcement Board

Selected Inspection Project Experience

- Waverly at Las Olas (12-story condominium and parking garage) (Ft. Lauderdale)
- Conniston Middle School (West Palm Beach, Florida)
- Atlantic High School, Delray Beach (All Buildings – designated as Hurricane Shelter)
- Wackenhut SE US Headquarters (Jupiter, Florida)
- Bear's Club Clubhouse (Jupiter, Florida)
- Abacoa Golf Clubhouse (Jupiter, Florida)
- The Floridian Golf Clubhouse (Palm City Florida)
- The Medalist Golf Clubhouse (Hobe Sound, Florida)
- John's Island Club Clubhouse (Vero Beach, Florida)
- Boston Red Sox Spring Training Facility (Ft. Myers, Florida)
- Allegro at Willoughby Assisted Living (Stuart, Florida)
- Ft. Pierce Federal Courthouse (Ft. Pierce, Florida)
- FGCU Student Housing (Ft. Myers, Florida)
- FGCU Parking Garage (Ft. Myers, Florida)

- Ft. Pierce Jai Alai Poker Room (Ft. Pierce, Florida)
- Regency Island Dunes (Hutchinson Island, Florida)
- Town of Jupiter Community Center (Jupiter, Florida)
- Lake Mary Community Center (Lake Mary, Florida)
- Mount Dora Community Center (Mount Dora, Florida)
- Lake County Judicial Expansion Parking Garage (7 story) (Tavares, Florida)
- Abacoa Town Center 1 Parking Garages (3 and 4 story) (Jupiter, Florida)
- Abacoa Town Center 2 Parking Garage (4 story) (Jupiter, Florida)
- Jefferson at Flagler (9-story condo, 4-story parking garage) (West Palm Beach, Florida)
- Via Delfino (20-story condominium and parking garage) (Singer Island, Florida)
- Oasis (Two 20-story condominiums and parking garage) (Singer Island, Florida)
- 1350 Main (17-story condo/retail and parking garage) (Sarasota, Florida)
- Wellington Regional Medical Center Women's Center (Wellington, Florida)
- Wellington Green Mall (1.1 million sf regional mall) (Wellington, Florida)
- Dolphin Mall (1.1 million sf regional mall) (Miami, Florida)
- Regency Dunes II (12 story condo) (Hutchinson Island, Florida)
- Jenson Beach High School (6 educational buildings) (Martin County, Florida)
- Martin County Middle School AA (Stuart, Florida)
- Jupiter Ocean Grande (8 -story condos) (Jupiter, Florida)
- Abacoa Town Center (5 story mixed use) (Jupiter, Florida)
- Crown Theatre (2 story theatre) (Jupiter, Florida)
- The Admiral at Jupiter Yacht Club (8 story condo) (Jupiter, Florida)
- The Point at Jupiter Yacht Club (8 story condo) (Jupiter, Florida)
- The Mariner at Jupiter Yacht Club (8 story condo) (Jupiter, Florida)
- The Office Building at Jupiter Yacht Club (5 story condo) (Jupiter, Florida)
- The Victor Hotel (5-story hotel) (Miami, Florida)
- Oleander Power Plant (Cocoa, Florida)
- Jupiter First Church (Jupiter, Florida)
- Lantana Middle School (Lantana, Florida)

Carlos A. Mercado, M.S., P.E.
Professional Engineer
Senior Geotechnical Engineer

Mr. Mercado has over 23 years of Professional Engineering experience.

Education

- Master of Science, Geotechnical Engineering – University of Illinois at Urbana-Champaign (1991)
  - B.S. Civil Engineering
  - Masters Degree
  - Specialized in soil mechanics, foundation engineering, and retaining structures

Certification

- Florida Professional Geotechnical Engineer (License #71707 PE)
- Professional Geotechnical Puerto Rico (License #11621 PE)

Affiliations

- American Society of Civil Engineers

Career Summary

In 1993, with only two years of experience in the geotechnical field, Mr. Mercado became Vice President of one of the largest and most influential geotechnical firms in Puerto Rico, Corporacion Geotec. In 1995, five years after obtaining Professional License and master's degree, Mr. Mercado created a geotechnical firm (Geo-Explor, Inc.) in partnership with former employer. In 2001, he acquired control of the entire corporation. As of 2013, Geo-Explor has gained practical soil experience in over 1,500 projects in Puerto Rico and Virgin Islands, which included projects ranging from high-rise buildings, state highway projects, schools, parking garages, commercial buildings, residential development, water treatment plants, pharmaceutical projects, electrical grids, sanitary pipes and force-lines, and military projects, among others. In addition, Mr. Mercado has worked on projects involving the stability of dams, levees, earth slopes, and earth retention systems.

Mr. Mercado is a Professional Geotechnical Engineer with over 23 years of experience in project management, design, and performance of:

- Drilling and sampling for geotechnical applications
- Installation and development of wells
- Groundwater monitoring
- Field and laboratory soil testing
- Installation of geotechnical instrumentation
- Pile driving and load test inspection
- Site feasibility studies
- Site reconnaissance
- Geotechnical computer programming
- Foundation design recommendations

- Earth retaining structures recommendations
- Grouting supervision
- Earthwork
- Hydrogeologic studies
- Sinkhole evaluations
- Slope stability analyses

Select Project Experience

- Fort Lauderdale Airport Runway Expansion (Fort Lauderdale, Florida)
- Aldi Store (Cooper City, Florida)
- Aldi Store (North Miami, Florida)
- Scheck Hillel Community School (North Miami, Florida)
- Rick Case Kia Dealership (Sunrise, Florida)
- St. Andrews School Addition (Boca Raton, Florida)
- Gunther Volkswagen (Coconut Creek, Florida)
- Gunther Kia (Fort Lauderdale, Florida)
- Mizner Lakes Apartments (Boca Raton, Florida)
- El Dorado Furniture (Miami, Florida)
- El Dorado Furniture (Cutler Bay, Florida)
- Pier 66 Marina (Fort Lauderdale, Florida)
- Phil Smith Chevrolet (Pompano Beach, Florida)
- Miami-Dade Fire Rescue Headquarters (Miami-Dade County, Florida)

Professional Experience

Geo-Explor, Inc.
San Juan, PR. (1995 – 2013)
President and Owner

Corporacion Geotec
San Juan, PR. (1993 – 2001)
Vice-President

- Engaged with clients in the preparing of proposal, execution of fieldwork, laboratory, writing of soils report, and billing
- Responsible for developing the consulting strategies, procedures, and directives
- Assigned work to the team members and monitored their performance and productivity

Corporacion Geotec
San Juan, PR. (1991 – 1993)
Field and Laboratory Engineer

- Coordinated drill crews on the field, supervised the drilling and sampling, and worked on field logs
- Supervised all laboratory tests on soil samples, including direct shear, triaxial tests, and consolidation tests
- Worked on drafting soils reports

Fritz Mackey
Soils & Materials Testing Division Manager

Mr. Mackey serves as GFA's Construction Services Manager, with over 28 years experience in testing and inspecting soils, concrete and asphaltic concrete.

His responsibilities include Quality Control and Quality Assurance of field and laboratory testing, assigning and monitoring field duties. By ensuring top-quality performance of field inspectors and technicians, Mr. Mackey coordinates various tests as they pertain to individual projects, and trains field technicians as to the proper testing and inspection practices and procedures.

Mr. Mackey's broad project experience includes a wide variety of drilling and sampling methods, as well as laboratory testing procedures and practices. He also provides contract negotiation and project management services, and assists in educating clients with proper quality control practices and related questions. He has extensive knowledge in the areas of high-rise structures, commercial property development, airports, hospitals, residential and roadway construction.

Certifications and Qualifications

- QC Manager
- Certified ACI Concrete Technician – Level 1
- Certified Nuclear Moisture Density Gauge Operator
- Florida Department of Transportation Field Technician
- CMEC Concrete Cylinder Testing Technician
- Laboratory Limerock Bearing Ratio Technician
- Rinker Materials – 3 year Advanced Management Program
- OSHA-HAZWOPER 40-hour Training Certification
- OSHA 8-hour Refresher Certification

Education

- Ohio University – Athens, Ohio
- B.S. Industrial Technology – Major: Management
- Owens Technical College – Toledo, Ohio

Professional Affiliations

- American Concrete Institute

Select Continuing Contract Experience

- Palm Beach County
- Broward County
- Miami-Dade County
- Martin County
- Palm Beach Gardens
- City of Coconut Creek
- City of Boynton Beach

- City of Miami
- City of Miami Beach
- City of Miami Gardens

Select Project Experience

- New Broward County Courthouse & Parking Garage
- Fort Lauderdale International Airport Runway Expansion
- Fort Lauderdale International Airport Parking Garage
- 8th Avenue Residences
- Conrad Fort Lauderdale (formerly Trump International)
- Sunrise Harbor
- Waverly Las Olas
- New River Village Hotel
- St. Mary's Medical Center
- Waterview Towers
- Bank United (West Palm Beach)
- South Olive Elementary School
- City Place South Tower
- West Palm Beach Christian Convention Center
- Valencia Square
- Florida Research Park
- Alloy Cladding Building
- Broward Center for the Performing Arts (Fort Lauderdale, Florida)
- Port Everglades Lift Station #17 (Fort Lauderdale, Florida)
- U.S. Southern Command Headquarters (Doral, Florida)
- G4S Headquarters (West Palm Beach, Florida)
- IKEA (Sunrise & Sweetwater, Florida)
- City View Garage (Miami, Florida)
- Miami Marlins Ballpark (Miami, Florida)
- New York Mets Spring Training Facility (West Palm Beach, Florida)
- City of Palm Beach Gardens Police Department (Palm Beach Gardens, Florida)
- Seminole Tribe of Florida Police Station
- Lockheed Martin Manufacturing Building (Riviera Beach, Florida)

Sam Albaz
Field Supervisor

Mr. Albaz has over 11 years of experience as an Engineering Technician.

Sam is currently the manager of GFA's CMT Department. Sam overlooks all work performed on all of GFA's FDOT projects. Responsibilities include, but are not limited to, preparing and delivering all samples to the laboratory ensuring proper chain of command, performing associated field reports, performing all field testing in accordance with F.D.O.T. and ASTM Standards.

Certifications and Qualifications

- QC Manager
- ACI Concrete Field Testing Technician – Grade 1
- ACI Concrete Strength Testing Technician – Grade 1
- Construction Inspector
- CTQP Earthwork Construction Inspection – Level 2
- CTQP Asphalt Paving Technician – Level 1
- DOT Drilled Shaft Inspector
- CPN Nuclear Training Course
- CTQP Concrete Field Technician – Level 1
- CTQP Concrete Lab Technician – Level 1
- CTQP Earthwork Construction Inspection – Level 1

Education

- Broward Community College

Professional Affiliations

- American Concrete Institute
- ASFE COMET committee

Select Continuing Contract Experience

- Palm Beach County
- Broward County
- Miami-Dade County
- Palm Beach Gardens
- City of Coconut Creek
- City of Miami
- City of Miami Beach
- City of Miami Gardens

Select Project Experience

- New Broward County Courthouse & Parking Garage
- Fort Lauderdale International Airport Runway Expansion
- Fort Lauderdale International Airport Parking Garage

- Las Olas City Centre
- 200 Las Olas
- 350 Las Olas
- 450 Las Olas
- 8th Avenue Residences
- Conrad Fort Lauderdale (formerly Trump International)
- Sunrise Harbor
- Waverly Las Olas
- L'Ambiance
- New River Village Hotel
- Riverside Hotel (renovations)
- St. Mary's Medical Center
- Waterview Towers
- Bank United (West Palm Beach)
- South Olive Elementary School
- City Place South Tower
- West Palm Beach Christian Convention Center
- Valencia Square
- Florida Research Park
- Alloy Cladding Building
- Seminole Hard Rock Hotel & Casino (Hollywood, Florida)
- Broward Center for the Performing Arts (Fort Lauderdale, Florida)
- Port Everglades Lift Station #17 (Fort Lauderdale, Florida)
- U.S. Southern Command Headquarters (Doral, Florida)
- G4S Headquarters (West Palm Beach, Florida)
- IKEA (Sunrise & Sweetwater, Florida)
- City View Garage (Miami, Florida)
- Miami Marlins Ballpark (Miami, Florida)
- New York Mets Spring Training Facility (West Palm Beach, Florida)
- City of Palm Beach Gardens Police Department (Palm Beach Gardens, Florida)
- Seminole Tribe of Florida Police Station
- Lockheed Martin Manufacturing Building (Riviera Beach, Florida)

David May
Laboratory Testing Manager

David May, GFA's Construction Materials Testing Manager has over 30 years experience providing Quality Control and Construction Materials Testing services to the construction, engineering and architectural design industries.

His primary responsibility is assure that GFA's CMEC certification of Materials Testing Labs and technical staff provide the highest quality engineering testing services to clients. Laboratory services include soil density tests, concrete test, asphalt testing as well as other construction material testing services. In his capacity as Construction Materials Testing Manager, Mr. May is responsible for scheduling, overseeing, managing the laboratory and associated staff, and for managing the costs of all materials testing projects performed. He assists in geotechnical project coordination and is responsible for record keeping and preparing technical reports. Mr. May performs LBR tests, break/cap concrete cylinders and other lab related tests and also performs aggregate testing for an FDOT approved aggregate mine. His experience also includes serving as Principal driller on multiple environmental, geotechnical, FDOT and barge drilling projects.

Professional Certifications

- FDOT CTQP Aggregate Testing Technician
- FDOT CTQP Aggregate Base Testing Technician
- FDOT CTQP Qualified Sampler
- FDOT CTQP Asphalt Paving, Level I
- FDOT CTQP Concrete Lab Testing Technician, Level I
- FDOT CTQP Earthwork Level I
- FDOT CTQP LBR Technician
- ACI Strength Testing Technician
- ACI Base Testing Technician
- ACI Concrete Lab Testing Technician
- Face Floor Profiler Technician
- HAZMAT Certified for Transportation
- Troxler Radiation Safety Officer
- Troxler Certified

Professional Affiliations

- American Concrete Institute
- ASFE COMET Committee

Select Continuing Contract Experience

- Palm Beach County
- Broward County
- Miami-Dade County
- Palm Beach Gardens
- City of Boynton Beach

- City of Miami
- City of Miami Beach
- City of Miami Gardens

Select Project Experience

- New Broward County Courthouse & Parking Garage
- Fort Lauderdale International Airport Runway Expansion
- Fort Lauderdale International Airport Parking Garage
- Las Olas City Centre
- 200 Las Olas
- 350 Las Olas
- 450 Las Olas
- 8th Avenue Residences
- Conrad Fort Lauderdale (formerly Trump International)
- Sunrise Harbor
- Waverly Las Olas
- L'Ambiance
- New River Village Hotel
- Riverside Hotel (renovations)
- St. Mary's Medical Center
- Waterview Towers
- Bank United (West Palm Beach)
- South Olive Elementary School
- City Place South Tower
- West Palm Beach Christian Convention Center
- Valencia Square
- Florida Research Park
- Alloy Cladding Building
- Seminole Hard Rock Hotel & Casino (Hollywood, Florida)
- Broward Center for the Performing Arts (Fort Lauderdale, Florida)
- Port Everglades Lift Station #17 (Fort Lauderdale, Florida)
- U.S. Southern Command Headquarters (Doral, Florida)
- G4S Headquarters (West Palm Beach, Florida)
- IKEA (Sunrise & Sweetwater, Florida)
- City View Garage (Miami, Florida)
- Miami Marlins Ballpark (Miami, Florida)
- New York Mets Spring Training Facility (West Palm Beach, Florida)
- City of Palm Beach Gardens Police Department (Palm Beach Gardens, Florida)
- Seminole Tribe of Florida Police Station

LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REFERENCE #1

Company/Agency Name: Stiles Construction
Address: 301 E. Las Olas Blvd.
Fort Lauderdale, FL 33301

Point of Contact: Jeff Lis
Phone Number: (954) 627-9150
Fax Number: (954) 627-9288
E-mail: jeff.lis@stiles.com

REFERENCE #2

Company/Agency Name: Hensel Phelps
Address: 6280 Hazeltine Drive
Orlando, FL 32822

Point of Contact: Joseph Guinta
Phone Number: (407) 856-2400
Fax Number: N/A
E-mail: N/A

REFERENCE #3

Company/Agency Name: Treviicos South
Address: 38 Third Avenue
Charlestown, MA 02129

Point of Contact: Mario Mauro
Phone Number: (617) 241-4800
Fax Number: (617) 241-4801
E-mail: mmauro@treviicos.com

PROOF OF PROPER LICENSING TO PERFORM THE REQUIRED SERVICES

Additional Licenses – SEE TAB 3

State of Florida
Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998, effective October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 10, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this is the Tenth day of January, 2013

Ken Detzner

Secretary of State

Authentication ID: CC6005561488

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

GFA International, Inc.

1215 Wallace Drive
Delray Beach, FL 33444

Accreditation ID: 1001730

This is to certify that this laboratory has been accredited for technical competence and found to meet the requirements for performing the test methods listed below for the inspection and testing of construction materials.

AASHTO R18

Reinspection Due Date: 5/19/2015

Concrete: C1064T309, C1231, C138T121, C143T119, C172R60, C173T196, C31T23, C39T22, C511, C617T231, C78T97, Specification C1077, Specification E329
Expires-8/17/2016

Aggregate: C117T11 Coarse, C117T11 Fine, C127T85, C128T84, C136T27 Coarse, C136T27 Fine, C29T19, C702T248, C88T104, Specification C1077, Specification E329
Expires-8/17/2015

Soil: D1140, D1557T180, D1883T193, D2216T265, D2487, D422T88, D4318T89, D4318T90, D698T99, FM5514, FM5515, FM5550, FM5551, FM5552, FM5553, Specification D3740, Specification E329, T267
Expires-8/17/2015

David A. Savage
David A. Savage
Director of Accreditation

Christopher J. Robinson
Christopher J. Robinson, P.E.
Executive Director

The current scope of accreditation can be obtained by viewing the CMEC Directory of Accredited Laboratories (www.cmec.org)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.: 100204

May 9, 2012

CERTIFICATION EXPIRATION DATE
May 9, 2015

Mr. Frederick Kaub, President
GFA International, Inc.
1215 Wallace Drive
Delray Beach, FL 33444

Dear Mr. Kaub:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Professional Engineering and Geology Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. *FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.*

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Colleen M Robbs

Colleen M. Robbs
Sr. Compliance Specialist
Procurement Bureau

/cr

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FLORIDA ONLY 1-800-432-2045
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

August 27, 2014

Frederick Kaub, President
GFA INTERNATIONAL, INC.
1215 Wallace Drive
Delray Beach, Florida 33444

Dear Mr. Kaub:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to technically qualify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.4.1 - Standard Foundation Studies
- 9.5 - Geotechnical Specialty Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense	Published Fee Schedule
Indirect Cost	265.71%	0.776%	Reimbursed	45.10% (Home)	Yes

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

www.dot.state.fl.us

DEPARTMENT OF THE ARMY
ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
GEOTECHNICAL AND STRUCTURES LABORATORY
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 39180-6199

January 8, 2013

Reply to the Attention of:
Concrete and Materials Branch

Mr. Thomas Ortner
GFA International, Inc.
1215 Wallace Drive
Delray Beach, FL 33444

Dear Mr. Ortner:

An inspection of your materials testing laboratory was performed on November 27, 2012. You provided deficiency corrections to the Materials Testing Center (MTC) on January 7, 2013. These deficiency corrections were compared to the ASTM Standards for compliance and found to be satisfactory.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material test methods that you are validated to perform for the U.S. Army Corps of Engineers are:

Aggregate Tests: ASTM C40, C117, C127, C128, C136, C29, C88, C131, C142, C535, C566, C702, and D75.

Bituminous Tests: ASTM D2726, D2950, D3666, and E329.

Concrete Tests: ASTM C31, C39, C138, C143, C172, C173, C231, C1064, C42, C78, C470, C511, C617, C1077, C1231, and E329.

Masonry, Mortar, & Grout Tests: ASTM C140, C780, and C1019.

Rock Tests: ASTM D5312 and D5313.

Soil Tests: ASTM D421, D422, D698, D854, D1140, D1556, D1557, D2166, D2168, D2216, D2487, D2488, D2974, D3740, D4220, D4318, D4643, D5084, D6938, and E329.

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the MTC page at http://gsl.erdc.usace.army.mil/SL/MTC/. All Corps offices will be notified of this decision and will have the opportunity to use your services. GFA International, Inc., Delray Beach, FL will remain on our list of laboratories qualified to conduct material tests until **November 27, 2015** three (3) years from the date of the inspection.

Sincerely,

Alfred B. Crawley, PE
Director
Materials Testing Center

Copy Furnished:
Bruce Tappmeyer / Jacksonville District

PROOF OF EXISTING INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900 FAX (A/C, No): 954-941-2006 E-MAIL ADDRESS: amedlin@bgsagency.com
INSURED GFAIN GFA International, Inc. 1215 Wallace Drive Delray Beach FL 33444	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Amerisure Insurance Co. — 19488 INSURER B: Amerisure Partners Insurance Company — 11050 INSURER C: Amerisure Mutual Insurance Co. — 23396 INSURER D: Endurance American Specialty Ins. — 41718 INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: 74212736 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X XCU/Contractual X Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC			GL20281850901	4/1/2014	4/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			CA20757660405	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CU2028[illegible]7100	4/1/2014	4/1/2015	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC[illegible]476503	4/1/2014	4/1/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Professional Liability Claims Made Policy			PPL10003579301	4/1/2014	4/1/2015	Per Claim Aggregate Deductible	$2,000,000 $4,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance Only

CERTIFICATE HOLDER

PROOF OF INSURANCE ONLY
IF ORIGINAL IS NEEDED;
PLEASE CONTACT INSURED/CLEINT

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Duran Brown

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of GFA International, Inc., maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.

2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

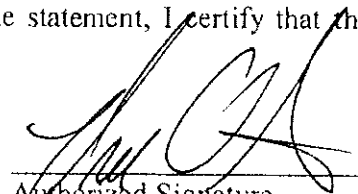
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



10/6/14

Authorized Signature (Date)

Thomas Ortner, Executive Vice President

Name & title (typed)

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

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

1. The business address of GFA International, Inc.
(name of bidder or contractor)
is Executive Vice President.

2. My relationship to GFA International, Inc.
(name of bidder or contractor)
is Executive Vice President
(relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

Signature/Date (undersigned authority)

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

county of Palm Beach.

on the 6th day of October, 20 14

Notary Public

My commission expires:

(Notary Seal)

CZARINA BAUTISTA
Notary Public - State of Florida
My Comm. Expires May 31, 2018
Commission # FF 091011

ANTI-KICKBACK AFFADAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am Thomas Ortner of GFA International, the bidder that has submitted a proposal to perform work for the following project:

Contract # RFP 106-2014 Project name: Construction Inspection Services

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

Signature

Subscribed and sworn to (or affirmed) before me this 6th day of October 2014

by Thomas Ortner, who is personally known to me or who has

produced _____ as identification.

NOTARY SEAL:

CZARINA BAUTISTA
Notary Public - State of Florida
My Comm. Expires May 31, 2018
Commission # FF 091011

Notary Signature: Czarina Bautista

Notary Name: _____
Notary Public-State of Florida

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Project Name: Construction Inspection Services

Company Name and Address: GFA International, Inc.
1215 Wallace Drive, Delray Beach, FL 33444

Signature: _____

Name & Title: Thomas Ortner
Executive Vice President

Public Works
Department

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3315
Fax: (561) 881-3314

www.lakeparkflorida.gov

ADDENDUM NO. 1

TOWN OF LAKE PARK
PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
SEAWALL REMEDIATION PROJECT
LAKE PARK HARBOR MARINA
RFP NO. 106-2014

Each recipient of the Addendum No.1 to the Request for Proposal (RFP), who responds to the bid, acknowledges all of the provisions set forth in the RFP, and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *PROFESSIONAL CONSTRUCTION INSPECTION SERVICES, Town of Lake Park RFP No. 106-2014.*

A) PUBLISHED AD (Page 5) and SCOPE OF WORK (Page 23)
Clarification: The project is broken into six phases, however this contract for inspection services will only be for five phases. The Town will issue a separate purchase order for inspection services during the first phase (labeled Phase 3 in contract drawings) that is scheduled to begin the first half of October, 2014.

Clarification: It is estimated that the quality control inspector will be required to spend, on average, approximately 31 hours per week on site for the duration of the project. (See Item 'D' below.)

B) SCOPE OF WORK (Page 23)
The selected firm, at the completion of the project, shall submit a certificate of compliance to the building official, certified by a professional engineer, stating that the work was done in accordance with the permitted drawing. This certification process will only apply to those phases actually inspected by the selected firm.

C) SCHEDULE OF BID ITEMS (Page 28)
Add "ITEM NO. 10, Submittal of Signed and Sealed Certificate of Compliance, 1 Job, ESTIMATED COST".

D) TASK THREE – CONCRETE AND STEEL PLACING (Page 24)
DELETE the first bulleted item, "- Confirm proper placement [of] steel reinforcing bars or welded wire mesh and expansion material. Inspect forms for proper slope. EST. HOURS, 2". Note: This task will be performed by others.

Attachments: Simmons & White, Marina Seawall Remediation Engineering Report October 24, 2013 *(For reference only. Not a part of bid packet)*

Attachments (cont.):
Revised Scope of Work, Page 23
Revised Task Three, Page 24
Revised Schedule of Bid Items, Page 28

Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. *Failure to return this addendum with your bid submittal may be cause for disqualification.*

Issued By: Town of Lake Park
Office of the Town Clerk
October 1, 2014

Signed By: _____
Vivian Mendez, CMC
Town Clerk

Bidder:

Signed By: _____
Print Name: Thomas Ortner
Title: Executive Vice President
Date: 10/6/14

End of Addendum #1

BID BOND

In lieu of the construction bid bond, we are providing a cashier's check in the value of: **$2,160.00**.

This is 5% of our proposal to perform the requirements of the solicitation.

We request, in advance that if we are not awarded the contract, that we will pick up the check within 5 days after the posted Recommendation of Award.

DELRAY BEACH
1215 Wallace Drive
Delray Beach, Florida 33444
(561) 347 – 0070
(561) 395 – 5805 Fax

FORT MYERS
5851 Country Lake Drive
Fort Myers, Florida 33905

MIAMI
1565 NW 88th Avenue, C
Miami, Florida 33172

PORT ST. LUCIE
521 NW Enterprise Drive
Port St. Lucie, Florida 34986

GFA International, Inc.

Florida's Leading Engineering Source

teamgfa.com

IV)

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK BID NO. 106-2014

SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY (ESTIMATED)	UNIT	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	$100.00	$100.00
2.	Bid Bond	1	Job	2150	$ 2,150.00
3.	Mobilization and Registration w/ Town	1	L.S.	~~0~~	~~0~~
4.	Engineering Technician Field Inspection Services	549	Hours	$ 65.00	$ 35,685.00
5.	Travel Time (Round Trip)	64	Rnd. Trips	$20.00	$ 1,280.00
6.	Travel Time (Call back)	16	One Way	$ 10.00	$ 160.00
7.	Professional Engineer Field Report Review	16	One / Week	$ 120.00	$ 1,920.00
8.	Professional Engineer (As needed)	16	Hours	$ 120.00	$ 1,920.00
9.	Misc. Clerical Services	16	Hours	$ 50.00	$ 800.00
10.	Submittal of Signed and Sealed Certificate of Compliance	1	Job	$1,000	$ 1,000.00
	ESTIMATED PROJECT SERVICES: TOTAL ITEMS 1 THRU 9-10				$ 45,015.00

Written Amount $ Forty five thousand and fifteen $\frac{00}{100}$ –

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Submitted By: Andrew Nixon

Name of Firm: Ardaman & Associates, Inc.

NOTES:

IV)

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK BID NO. 106-2014

SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY (ESTIMATED)	UNIT	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	$100.00	$100.00
2.	Bid Bond	1	Job	n/a	$0.00
3.	Mobilization and Registration w/ Town	1	L.S.	n/a	$0.00
4.	Engineering Technician Field Inspection Services	549	Hours	105.00	57,645.00
5.	Travel Time (Round Trip)	64	Rnd. Trips	105.00	6,720.00
6.	Travel Time (Call back)	16	One Way	105.00	6,720.00
7.	Professional Engineer Field Report Review	16	One / Week	175.00	2,800.00
8.	Professional Engineer (As needed)	16	Hours	175.00	2,800.00
9.	Misc. Clerical Services	16	Hours	50.00	800.00
10.	Submittal of Signed and Sealed Certificate of Compliance	1	Job	350.00	350.00
	ESTIMATED PROJECT SERVICES: TOTAL ITEMS 1 THRU ~~9~~ 10				$ 77,835.00

Written Amount $ Seventy Seven Thousand, Eight Hundred, Thirty Five and 00/100 Dollars

Submitted By: Dennis Giordano

Name of Firm: Calvin, Giordano & Assocaites, Inc.

NOTES:

IV)

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK BID NO. 106-2014

SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY (ESTIMATED)	UNIT	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	$100.00	$100.00
2.	Bid Bond	1	Job	$2925.00	$2,925.00
3.	Mobilization and Registration w/ Town	1	L.S.	$1,000.00	$ 1,000.00
4.	Engineering Technician Field Inspection Services	549	Hours	$ 72.00	$39,528.00
5.	Travel Time (Round Trip)	64	Rnd. Trips	$144.00	$ 9,216.00
6.	Travel Time (Call back)	16	One Way	$ 72.00	$ 1,152.00
7.	Professional Engineer Field Report Review	16	One / Week	$ 115.00	$ 1,840.00
8.	Professional Engineer (As needed)	16	Hours	$ 115.00	$ 1,840.00
9.	Misc. Clerical Services	16	Hours	$ 52.00	$ 832.00
10.	Submittal of Signed and Sealed Certificate of Compliance	1	Job	$ 3,000.00	$ 3,000.00
	ESTIMATED PROJECT SERVICES: TOTAL ITEMS 1 THRU 9-10				$61,433.00

Written Amount $ SIXTY - ONE THOUSANDS FOUR HUNDRED THIRTY - THREE AND 00/100

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Submitted By: Bruce Bolton

Name of Firm: HCR

NOTES:

IV)

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK BID NO. 106-2014

SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY (ESTIMATED)	UNIT	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	$100.00	$100.00
2.	Bid Bond	1	Job	$ 1,362.25	$ 1,362.25
3.	Mobilization and Registration w/ Town	1	L.S.	$ 0.00	$ 0.00
4.	Engineering Technician Field Inspection Services	549	Hours	$ 35.00	$ 19,215.00
5.	Travel Time (Round Trip)	64	Rnd. Trips	$ 50.00	$ 3,200.00
6.	Travel Time (Call back)	16	One Way	$ 25.00	$ 400.00
7.	Professional Engineer Field Report Review	16	One / Week	$ 110.00	$ 1,760.00
8.	Professional Engineer (As needed)	16	Hours	$ 110.00	$ 1,760.00
9.	Misc. Clerical Services	16	Hours	$ 35.00	$ 560.00
10.	Submittal of Signed and Sealed Certificate of Compliance	1	Job	$ 250.00	$ 250.00
	ESTIMATED PROJECT SERVICES: TOTAL ITEMS 1 THRU 9-10				$ 28,607.25

Written Amount $ Twenty-eight thousand six hundred seven dollars and twenty-five cents.

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Submitted By: Jason Hill, Executive Vice President

Name of Firm: NOVA Engineering and Environmental, LLC

NOTES:

IV)

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK BID NO. 106-2014

SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY (ESTIMATED)	UNIT	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	$100.00	$100.00
2.	Bid Bond	1	Job	—	—
3.	Mobilization and Registration w/ Town	1	L.S.	$100.00	$100.00
4.	Engineering Technician Field Inspection Services	549	Hours	$50.00	$27,450.00
5.	Travel Time (Round Trip)	64	Rnd. Trips	$25.00	$1,600.00
6.	Travel Time (Call back)	16	One Way	$15.00	$240.00
7.	Professional Engineer Field Report Review	16	One / Week	$115.00	$1,840.00
8.	Professional Engineer (As needed)	16	Hours	$115.00	$1,840.00
9.	Misc. Clerical Services	16	Hours	$35.00	$560.00
10.	Submittal of Signed and Sealed Certificate of Compliance	1	Job	$250.00	$250.00
	ESTIMATED PROJECT SERVICES: TOTAL ITEMS 1 THRU ~~9~~ 10				$33,980.00

Written Amount $ Thirty Three Thousand Nine Hundred and Eighty dollars

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Submitted By: Peter G. Read

Name of Firm: Universal Engineering Sciences, Inc.

NOTES:

V)

TOWN OF LAKE PARK

535 Park Ave.
Lake Park, Florida 33403

REQUEST FOR PROPOSAL

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES

Prepared by:

TOWN OF LAKE PARK
David Hunt, Public Works Director
650 Old Dixie Highway
Lake Park, Florida 33403
Tel. 561-881-3345
Fax 561-881-3349
Email: dhunt@lakeparkflorida.gov

Town of Lake Park RFP No. 106-2014

Date of Advertisement: **September 14, 2014**

PROJECT DATA

Project Title:	Professional Construction Inspection Services associated with the Seawall Remediation Project at the Lake Park Harbor Marina
Project Number:	Town Bid No. 106-2014
Project Location:	105 Lake Shore Drive Lake Park Florida.
Project Owner:	Town of Lake Park
Town Commission:	James DuBois, Mayor Kimberly Glas Castro, Vice-Mayor Erin T. Flaherty, Commissioner Michael O'Rourke, Commissioner Kathleen Rapoza, Commissioner
Owner's Representative:	Dale S. Sugerman, Ph.D. Town Manager 535 Park Avenue Lake Park, Florida 33403 Phone: (561) 881-3304 Fax: (561) 881-3314
Project Manager:	Richard Pittman Project Manager 650 Old Dixie Highway Lake Park, Florida 33403 Phone: (561) 881-3347 Fax: (561) 881-3349

END OF PROJECT DATA

TABLE OF CONTENTS

Page 1	Cover Page
	Begin Contract Documents:
Page 2	Project Data
Page 3	Table of Contents
Page 4	List of Reference Drawings
Pages 5 to 6	Notice to Bidders
Pages 7 to 8	Bidders Understanding
Pages 9 to 15	Instruction to Bidders
Pages 16 to 20	Contract Agreement Information
Pages 21 to 22	Contract Agreement
Page 23 to 25	Scope of Work
Page 26	Technical Specifications
Page 27	Bid Form
Page 28	Schedule of Bid Items
Page 29	Clarification/Exceptions
Page 30	List of Staff Certifications
Page 31	List of References
Page 32	Licensing (copies of applicable licenses)
Page 33	Proof of Existing Insurance Coverage
Page 34	Certification of Drug Free Workplace Program
Page 35	Non-Collusion Affidavit of Prime Bidder
Page 36	Anti-Kickback Affidavit
Page 37	Certification of Non-segregated Facilities

LIST OF REFERENCE DRAWINGS

SEAWALL REMEDIATION
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK

TOWN OF LAKE PARK
TOWN BID NO. 103-2014

SHEET NO.	TITLE
1	Title Sheet
2	Aerial: Void Detection Summary
3-4	Seawall Rehabilitation Plans & Details
5	Details
6	Chemical Grouting Details
7	Structural Sidewalk Slab Details
8	Pollution Prevention Plan
Misc:	- Town Detail Sheet (8.5"x 14"): Gangway & Wire Fabric - Town Detail Sheet (11"x 17"): Walkway Cross Slope, Sod & Irrigation - Construction Contract: Schedule of Bid Items

END OF LIST OF REFERENCE DRAWINGS

TOWN OF LAKE PARK
REQUEST FOR PROPOSAL
PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
RFP No. 106-2014

The Town of Lake Park is soliciting proposals from qualified PROFESSIONAL CONSTRUCTION INSPECTION FIRMS for services associated with the Lake Park Harbor Marina seawall remediation project. The selected firm must have a strong background in geotechnical analysis, along with the capability to monitor and report on contractor activities during soil remediation by chemical injection, soil backfill and compaction, concrete and asphalt placement, and concrete coring.

The project has a 120 day completion deadline and is broken into six phases with four specific inspection tasks to be completed in each phase. It is estimated that the quality control inspector will be required to spend, on average, approximately 26 hours per week on site for the duration of the project. The hours will be determined by the general contractor's schedule. The daily field reports generated by the inspector shall be reviewed and certified by a professional engineer.

Sealed bids will be received by the Town Clerk until **11:00 A.M.** on **Wednesday, October 8, 2014** at which time the bids will be publicly opened and read aloud in the Town Hall Commission Chambers. Responses received after that time will be returned unopened.

Submit one (1) unbound, marked original and two (2) bound copies with one (1) CD or flash drive of the submitted bid.

All Bids should be submitted in a sealed manila envelope and be delivered or mailed to:

Town of Lake Park
Attn: Town Clerk
535 Park Avenue
Lake Park, Florida 33403

Envelope must be identified as RFP No. 106-2014, PROFESSIONAL CONSTRUCTION INSPECTION SERVICES

Bid Documents will be available Wednesday, September 17, 2014. Bid documents may be obtained at the address above, or by calling the Office of the Town Clerk, 561.881.3311, 8:30 a.m. - 5:00 p.m., Monday thru Friday. There will be no charge for each bid set (only one set per company). Bid documents will not be issued after the mandatory pre-bid conference on September 30, 2014.

A **mandatory** pre-bid conference will be held at **11:00 A.M.** on **Tuesday, September 30, 2014** in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, FL 33403. Questions regarding this solicitation must be received in writing via fax (561.881.3349) or email to dhunt@lakeparkflorida.gov. No questions received after October 2, 2014 at 3:00 P.M. will be addressed via addendum.

The Town reserves the right to accept or reject any and all bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the bid(s) which in its judgment will be in the best interest of and most advantageous to the Town.

_____

Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida
Published on: September 14, 2014, Palm Beach Post

BIDDERS UNDERSTANDING

MANDATORY REQUIREMENTS:

- All bids, to include any Addenda or acknowledgement of Addenda, must be sealed, and mailed or delivered to the office of the Town Clerk, at 535 Park Avenue, Lake Park, Florida, 33403. Please note, no fax, email, or phone bids will be accepted.

- All sealed bids must have the following information plainly marked on the outside of the envelope or package:

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
Bid No. 106-2014 , Due 11:00 a.m. on Wednesday, October 8, 2014
Attn: TOWN CLERK

MANDATORY PRE-BID CONFERENCE:
11:00 A.M. on **Tuesday, September 30, 2014** in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, FL 33403

PURPOSE OF BID

The sole purpose of this bid is to retain a professional construction inspections services company to provide qualified personnel to perform field inspections, document site conditions, and provide professional opinions as to the extent of soil remediation required associated with the Lake Park Harbor Marina Seawall Remediation Project per the requirements of the project plans and specifications.

No Bid may be withdrawn for a period of ninety (90) days after the scheduled closing for the receipt of bids.

Note: Soil density and material testing services will be performed under a separate contract.

DELIVERY

All services must be delivered as bid. It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Bidder agrees to **not** commence work without the following:

- Fully executed Contract Agreement Form.
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering with the Town as a vendor (if not already registered).
- Receipt of a Town Purchase Order, referencing the project.

- A Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will serve as the NTP unless otherwise agreed).

REQUIRED SUBMITTAL ITEMS

By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:

ONE (1) UNBOUND ORIGINAL and TWO (2) BOUND COPIES of the following documents:

- All Addenda (signed and/or acknowledged on Bid Form)
- Bid Form (signed)
- Clarifications/Exceptions Form
- List of Staff Certifications
- References Form
- Proof of proper licensing - applicable licensing to perform the required services. If a license is not required for the ordered services, please provide a valid Occupational License/Business Tax Receipt, issued to the contractor, for this type of service.
- *Proof of existing insurance in accordance with this solicitation (outlined in the Contract Agreement Information Insurance Section)
- Drug-Free Workplace Form (signed)
- Noncollusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification Nonsegregated Facilities

ONE (1) ORIGINAL OR COPY of the following documents:

- **Bid Bond**, (see Instructions to Bidders, paragraph 2)

**Please Note that in addition to the proof of insurability required above, a project-specific Certificate of Insurance, reflecting the minimum levels of insurance coverage outlined herein, will be required of the awarded contractor, prior to commencing work.*

End of Bidders Understanding

INSTRUCTIONS TO BIDDERS

1. BIDDER'S UNDERSTANDING (Additional)

Bidders shall visit the work site to ascertain by inspection pertinent conditions. They must also carefully examine all plans, bid specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions and construction plans and specifications will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

2. BOND REQUIREMENTS

A. **BID BOND** - If your bid price to perform the requirements of this solicitation is equal to or exceeds $25,000, then you are required to submit a surety bond with your bid in the amount equal to five percent (5%) of the bid total. The Town accepts, as fulfillment of this requirement, cash, a cashier's check or money order made out to TOWN OF LAKE PARK (referencing the project), or a construction bid bond. The bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK), the Principal (Bidder), and the Surety (bonding company or firm). It must be accompanied by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds, undertakings, contracts and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

B. **PERFORMANCE AND PAYMENT BONDS**
NOT APPLICABLE

3. PREPARATION OF BIDS

A. Bids shall be submitted in triplicate, one ORIGINAL (unbound) and two copies (bound), in the form(s) provided, and must be signed by the Bidder or his/her authorized representative.

Bids will be completed in ink (preferably typed), and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should any information requested not be provided or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

B. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words 'No Bid' where appropriate.

4. BIDDERS SUBMITTING MORE THAN ONE BID

Multiple bids submitted by a single Bidder shall not be accepted, unless said additional bids are identified as 'Alternates'. The Town may accept or reject 'Alternate' bids, in its best interest. Please annotate the words: **ALTERNATE BID** on the sealed envelope which contains the alternate bid. If multiple bids from the same Bidder are received and there is no distinguishing markings indicating which the "alternate" bid is, then the first bid opened will be considered as the main bid.

This provision shall NOT prohibit subcontractors or suppliers from submitting quotes to several potential Bidders.

5. REJECTION OF BIDS

The Town reserves the right to reject any and all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

6. AWARD OF BID

A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder based on the base bid, or in the opinion of the Town, to the company whose bid is most advantageous, and provides the best value. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.

B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.

C. If a recommendation of award is made, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's pre-construction requirements, then the Town reserves the right to cancel the recommendation, and recommend the next-highest

Bidder, or that Bidder, which in the sole determination of the Town, offers the Town the next-best value and/or the most advantageous opportunity to construct the project.

7. **GUARANTEE**

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

8. **RETURN OF BID SECURITY**

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Award. If the recommended Bidder's surety is provided in the form of a cashier's check, money order or cash, it will be available for return upon the delivery of acceptable performance and payment bonds.

9. **EXECUTION OF CONTRACT**

The Contract Agreement Form shall be signed by the Contractor and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, the bid security (or Bid Bond) accompanying the bid, will be forfeited to the Town. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's option.

10. **SUBLETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its immediate superintendence, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor be released from responsibility.

11. **ADDENDA -- CHANGES WHILE BIDDING**

It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document.

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

12. PROTEST PROCEDURE

Protests may only be filed by a firm which has submitted a timely bid.

Protests must be addressed to the TOWN OF LAKE PARK Town Manager, in writing, identifying the protester, the solicitation and basis for the protest; and must be received by the Town Clerk within three (3) business days (excluding Saturdays, Sundays, and legal holidays) after the date that notice of the written recommendation of contract award has been posted on the Town's website. It shall be the responsibility of the Bidder to ascertain bid award information from the Town Clerk. The protest is considered filed when it is received by the Town Manager. Failure to file a protest within the specified time frame shall constitute a waiver of protest rights.

13. FEDERAL AND STATE TAX

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

14. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

NOT APPLICABLE

15. 'DRUG FREE WORKPLACE CERTIFICATION'

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

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

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

17. **ANTI-KICKBACK AFFIDAVIT**

The attached anti-kickback affidavit must be fully executed and submitted. It confirms that no portion of the sum bid in connection with the work to be performed will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by any member of the vendor's firm or by an officer of the corporation.

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

SEC. 202, "... all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:
The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor."

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

19. **LIQUIDATED DAMAGES**
NOT APPLICABLE

20. **CONTRACT TIME**
NOT APPLICABLE

21. **PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted

application for payment on a construction contract is due ***20 days after it is stamped as "received" by the Town.*** If an "Agent", meaning a professional service company under contract to the Town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, Richard Pittman, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice.

AIA style payment application G702/G703 is encouraged.

22. APPROVAL OF ACCOUNTING SYSTEM

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Town has determined in writing that:

1) The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
2) The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

23. RIGHT TO INSPECT

The Town may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the Town.

24. RIGHT TO AUDIT RECORDS

1) Audit of Cost or Pricing Data: The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such costs or pricing data for three (3) years from the dated of the final payment under the contract.

2) Contract Audit: The Town shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years form the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

3) Contractor Records: If a contract is being funded in whole or in part by assistance from a Federal agency, then the contract shall include provisions:

A) Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and requiring the contractor and subcontractor, at any tier, to provide to the Town, or Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

25. ADDITIONAL INFORMATION

Requests for additional information should be referred to David Hunt, Public Works Director, at dhunt@lakeparkflorida.gov or Richard Pittman, Project Manager, at rpittman@lakeparkflorida.gov. Phone: (561) 881-3345.

End of Instructions to Bidders

CONTRACT AGREEMENT INFORMATION

1. FORM

The page attached at the end of this section demonstrates the Agreement to be executed between the Town and the Contractor for this project. This Agreement formally incorporates the bid document and the Contractor's bid into the Construction Contract.

2. GENERAL CONDITIONS

"STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT" prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

3. SUPPLEMENTARY GENERAL CONDITIONS

The following conditions modify or are in addition to the "General Conditions" noted #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

INSURANCE REQUIREMENTS

CONTRACTOR'S INSURANCE:

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The limits of liability for the insurance required shall provide coverage for not less that the following amounts:

A. Worker's Compensation:

1. State Statutory

2. Employer's Liability	$1,000,000
a) Disease-policy	$1,000,000
b) Disease-each employee	$1,000,000

B. Commercial General Liability:
(Including Premises -- Operations: XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit

Each Occurrence	$1,000,000
Annual Aggregate per job/contract	$2,000,000

C. Business Auto Liability: (Any-auto, including hired and non-owned auto)

1.	Each Occurrence	$1,000,000
2.	Combined single limit for bodily injury and property damage	$1,000,000

D. Professional Liability (Errors & Omissions)

Provide proof of policy that is underwritten, bound, and issued.

The town shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the proposer or vendor's bid documents. There shall be a 30 day notification to the town in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the town's verification and approval as part of the town's evaluation of the bid or proposal. The town may require the contractor or vendor to provide a complete certified copy of the insurance policy(ies). If the contractor or vendor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

CONTRACT TERMS

The contract shall include, but not be limited to, the following:

A) All terms, conditions, plans, and specifications of this bid.

B) Lump sum total for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.

C) Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract. These documents shall become 'Public Record'

WAIVER

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

SURVIVORSHIP OF BENEFITS

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This contract (consisting of the bid, any Addenda, contractor's bid, and Contract Agreement Form) states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. **Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK.**

SEVERABILITY

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

TERMINATION

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

PERMITS, TAXES, LICENSES

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. Currently, there is no requirement for a Notice of Commencement.

MANNER OF PERFORMANCE

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall

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

End of Contract Agreement Information

Contract Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR
PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA
TOWN BID NO. 106-2014

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and_____("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation For Bid No. 106 -2014. All terms, conditions, plans and specifications of Bid No. 106-2014, Addenda Nos. _____ and contractor's accepted bid, dated _____ _____shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be based upon the UNIT PRICES submitted in the SCHEDULE OF BID ITEMS with respect to the DOCUMENTED NUMBER OF HOURS devoted to this project.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____day of _____, 2014: and _____authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

Attest:

By: _____
James DuBois, Mayor

_____ _____day of _____, 2014
Vivian Mendez Lemley, Town Clerk

(Town Seal)

Approved as to form and legality
For the use of and reliance by the
Town of Lake Park only:

By: _____
Thomas Baird, Town Attorney

____day of_____, 2014

AGREEMENT BETWEEN OWNER AND CONTRACTOR (Cont.)

Contractor:

_____
Name of Contractor

_____
Signature

_____
Print Name, Title

_____day of_____, 2014

(CORPORATE SEAL)

STATE OF FLORIDA)
):ss
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2014 by _____ who (check one) [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Notary Public, State of _____

_____
Print or Type Name of Notary Public

My commission expires:

SCOPE OF WORK

ARTICLE I. INTRODUCTION AND GENERAL DESCRIPTION OF SERVICES
(SUBMIT WITH RESPONSE TO RFP)

The Town of Lake Park is soliciting proposals from qualified PROFESSIONAL CONSTRUCTION INSPECTION FIRMS for services associated with the Lake Park Harbor Marina Seawall Remediation project. The selected firm must have a strong background in geotechnical analysis, along with the capability to monitor and report on contractor activities during soil remediation by chemical injection, soil backfill and compaction, concrete and asphalt placement, and concrete coring. The selected contractor will be required to submit to the Town daily field logs, reviewed and certified by a professional engineer, of the field technician's observations. The field technician, in conjunction with an off-site professional, should be prepared to serve as an independent third party in determining the extent and manner of soil remediation and be able to comment upon the contractor's adherence to the contract specifications.

The project has a 120 day completion deadline and is broken into six phases with four specific inspection tasks to be completed in each phase. It is estimated that the quality control inspector will be required to spend, on average, approximately 32 hours per week on site for the duration of the project. The hours will be determined by the general contractor's schedule.

TASK ONE – DEMOLITION AND EXCAVATION	EST. HOURS
- Report the area, measured in square yards, of the existing carpet covered plywood and lumber removed and disposed of.	1
- Report the lineal feet of concrete curbing demolished.	1
- Once exposed, mark areas of paver depressions. Upon removal of the pavers, use a steel rod to probe to depths up to ten feet deep to determine the extent of voids.	4
- Upon excavation of three feet of overburden, use a steel rod to probe any further suspect areas of poor soil compaction. Mark areas in need of soil remediation.	2
- Make field determinations regarding the necessity of removal of flowable fill and large debris as it may affect the chemical grout probe and backfill compaction. Document quantities of debris removed by contractor (unit price is based upon the number of 10 cubic yard dumpsters filled).	6
- Based upon probe test results, determine what areas are in need of clean backfill in advance of chemical grouting.	1
- Report the quantity of backfill material, measured in cubic yards, imported to the site (by Town crews) for placement in areas of large voids. Confirm maximum material placement by water jetting (These areas will be later injected with grout to achieve maximum density).	4
TOTAL ESTIMATED HOURS	19

TASK TWO – CHEMICAL GROUTING, SEAWALL CORING, BACKFILLING	EST. HOURS
- Monitor chemical injection process. Record quantities injected. Confirm tip of injection tube has reached design depth. Make recommendation to grout from waterside if necessary.	24
- Monitor waterside chemical injection process. Record quantities injected. Confirm all drilled grout holes completely penetrate the seawall. Record holes that do not go full depth. Confirm that all exposed steel and seawall penetrations have been properly coated and sealed.	12
- Confirm elevation of wall drain core to specification. Collect and label core locations. Examine for cut reinforcing steel and report. Confirm that exposed rebar has been coated in advance of wall drain placement.	12
- Confirm proper backfill above water table. Locate density tests and schedule.	6
TOTAL ESTIMATED HOURS	54

TASK THREE – CONCRETE AND STEEL PLACING	EST. HOURS
- Confirm proper placement steel reinforcing bars or welded wire mesh and expansion material. Inspect forms for proper slope.	2
- Schedule slump test and concrete test cylinders with testing lab.	0.5
- Monitor concrete placement, confirm slump and water content. Confirm undisturbed reinforcing steel or welded wire mesh.	8
TOTAL ESTIMATED HOURS	10.5

TASK FOUR – SITE WORK (Close-out of each Phase)	EST. HOURS
- Confirm the area of sod and soil (or asphalt) needed to be removed, measured in square yards, that is required to blend or 'harmonize' areas adjacent to the rear of poured concrete walkways.	3
- Confirm proper depth of re-set irrigation lines before backfill.	1
- Confirm irrigation operation.	2
- Confirm quantity of sod (or asphalt) replaced in harmonization areas.	2
TOTAL ESTIMATED HOURS	8

NOTE: The listed hours for each task are merely an estimate and are provided as an aid for evaluating bid submittals. The estimated times also provide the bidder with a general idea of the staffing commitment that will be required for the duration of the project.

This is any hourly rate contract. Payment shall be based upon listed unit rates times the number of hours, documented in the technician's daily field report, spent on task. Travel Time costs shall be calculated at one round trip per day. If the field inspector leaves the job site to return later in the same day, additional Travel Time will only be reimbursed at half the round trip rate.
Professional Engineering review of field reports should be bid as a weekly task. The unit price should be a lump sum calculation for each week's review and certification.

Professional Engineering hourly rates should also be provided for any "as-needed" services associated with resolving disputes arising in the field.

ARTICLE II. PROFESSIONAL DISCIPLINES

Consultants submitting qualifications shall include in their proposals sufficient information to clearly describe their ability to provide services associated with the tasks required in Article I. The proposer shall include the disciplines and certifications of the "in-house" staff specific to the requirements of this job.

The Town's selection of the successful service provider will take into consideration the qualifications and capabilities of their "in-house" staff, local presence and local experience.

ARTICLE III. SAFETY PLAN

WORKER SAFETY WHEN WORKING ON OR NEAR WATER: A U.S. Coast Guard approved PFD should be worn whenever employees are working on or near water where the danger of drowning exists. Employers should have life-rings readily available for workers who work on or near water. Employers should develop, implement and enforce a comprehensive written safety program for all workers that includes training in hazard recognition and the avoidance of unsafe conditions when working on or near water. Employers should develop, implement and enforce a comprehensive written safety program for all workers that includes training in hazard recognition and the avoidance of unsafe conditions when working on or near water. See OSHA 1926.106

End of Scope of Work

TECHNICAL SPECIFICATIONS

Attached to this document are separate plans/drawings available as a compliment to the Scope of Work for this project. The Inspections Services Provider shall ensure that the General Contractor and its sub-contractors adhere to these plans and specifications.

Questions/Clarifications to these specifications will be discussed at the Pre-bid Meeting, and written requests for questions/clarifications will be received as indicated in the section entitled "INSTRUCTIONS TO BIDDERS", Paragraph 11

BID FORM: No. 106-2014
PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA

Instructions: Remove this and all following pages, complete and execute, and submit in triplicate with your bid package (1 Original and 2 copies).

Completion: 120 calendar days after Commencement of Work [Contractor will only be performing work on this project Monday – Friday between 8am – 5pm, unless pre-approved for other hours by the Town]

Required documents attached?	(Yes or No)
- Schedule of Bid Items	_____
- Acknowledge Addenda # ___ (if issued)	_____
- Bid bond (minimum of 5% of total bid (signed)	_____
- 1 Original and 2 copies of the following:	
- Bid Form (signed)	_____
- Clarifications/Exceptions	_____
- List of Staff Certifications	_____
- List of References	_____
- Licenses (copies of applicable licenses)	_____
- Proof of Existing Insurance Coverage	_____
- Drug Free Workplace Certification	_____
- Non-collusion Affidavit of Prime Bidder	_____
- Anti-kickback Affidavit	_____
- Certification of Non-segregated Facilities	_____

NAME OF FIRM:_____

ADDRESS:_____

_____

PHONE#:_____ FAX#:_____

AUTHORIZED SIGNATURE:_____

NAME & TITLE (TYPED or PRINTED):_____

POINT OF CONTACT EMAIL ADDRESS:_____

DATE:_____ TAX PAYER ID#:_____

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK BID NO. 106-2014

SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY (ESTIMATED)	UNIT	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	$100.00	$100.00
2.	Bid Bond	1	Job		
3.	Mobilization and Registration w/ Town	1	L.S.		
4.	Engineering Technician Field Inspection Services	549	Hours		
5.	Travel Time (Round Trip)	64	Rnd. Trips		
6.	Travel Time (Call back)	16	One Way		
7.	Professional Engineer Field Report Review	16	One / Week		
8.	Professional Engineer (As needed)	16	Hours		
9.	Misc. Clerical Services	16	Hours		
	ESTIMATED PROJECT SERVICES: TOTAL ITEMS 1 THRU 9				

Written Amount $ _____

.....

Submitted By: _____

Name of Firm: _____

NOTES:

CLARIFICATIONS/EXCEPTIONS

Please list any clarifications of your bid in this section, as well as any exceptions you may have.

LIST OF STAFF CERTIFICATIONS

LIST OF REFERENCES

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REFERENCE #1

Company/Agency Name: _____
Address: _____
_____

Point of Contact: _____
Phone Number: _____
Fax Number: _____
E-mail: _____

REFERENCE #2

Company/Agency Name: _____
Address: _____
_____

Point of Contact: _____
Phone Number: _____
Fax Number: _____
E-mail: _____

REFERENCE #3

Company/Agency Name: _____
Address: _____
_____

Point of Contact: _____
Phone Number: _____
Fax Number: _____
E-mail: _____

INCLUDE PROOF OF PROPER LICENSING (APPLICABLE LICENSING TO PERFORM THE REQUIRED SERVICES)

INCLUDE PROOF OF EXISTING INSURANCE
(See Contract Agreement Information, 3. Supplementary General Conditions, Insurance Requirements.)

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

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

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace; and specifying that actions will be taken against employees for violations of such prohibitions.

2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).

4. In the statement specified subsection one (1), we notify the employee that, as a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement; and will notify the employer of any conviction of, or plea of guilty or 'nolo contendere' to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. We impose a sanction on, or require the satisfactory participation in a drug-abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Authorized Signature (Date)

_____

Name & title (typed)

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

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

1. The business address of _____
(name of bidder or contractor)
is _____.

2. My relationship to _____
(name of bidder or contractor)
is _____.
(relationship such as sole proprietor, partner, president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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

_____
Signature/Date (undersigned authority)

Sworn to and subscribed before me in the state of _____and

county of_____.

on the_____ day of_____ , 20____ .

_____ (Affix seal)
Notary Public
My commission expires: _____

ANTI-KICKBACK AFFADAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

Contract #_____ Project name:_____

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

_____
Signature

Subscribed and sworn to (or affirmed) before me this ____ day of _____ 20___

by _____, who is personally known to me or who has

produced _____ as identification.

NOTARY SEAL: Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

Project Name: _____

Company Name and Address:

Signature: _____

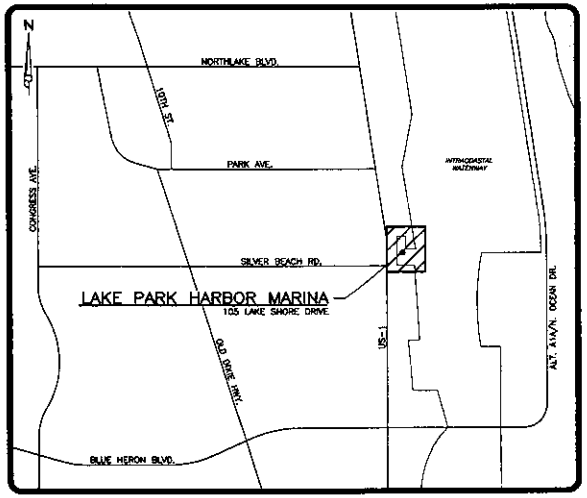
Name & Title: _____

LAKE PARK MARINA
SEAWALL REMEDIATION
TOWN OF LAKE PARK, FLORIDA

TOWN BID No. 103-2014

TOWN COMMISSION

JAMES DUBOIS	– MAYOR
KIMBERLY GLAS CASTRO	– VICE MAYOR
ERIN T. FLAHERTY	– COMMISSIONER
MICHAEL O'ROURKE	– COMMISSIONER
KATHLEEN RAPOZA	– COMMISSIONER
DALE S. SUGERMAN, PH.D.	– TOWN MANAGER
THOMAS J. BAIRD, ESQ.	– TOWN ATTORNEY
VIVIAN MENDEZ, CMC	– TOWN CLERK



LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	AERIAL/VOID DETECTION SUMMARY
3	SEAWALL REHABILITATION PLAN
4	SEAWALL REHABILITATION PLAN & DETAILS
5	DETAILS
6	CHEMICAL GROUTING DETAILS
7	STRUCTURAL SIDEWALK SLAB DETAILS
8	POLLUTION PREVENTION PLAN

CONSTRUCTION PLAN SET

REVISIONS	DESIGN: R.R.	DRAWN: D.S.	CHECKED	APPROVED	DATE	SIMMONS & WHITE

LAKE PARK MARINA
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
TITLE SHEET

JOB NO. 11-1068 | DRAWING NO. 11106(8)S01 | SHEET 1 OF 8

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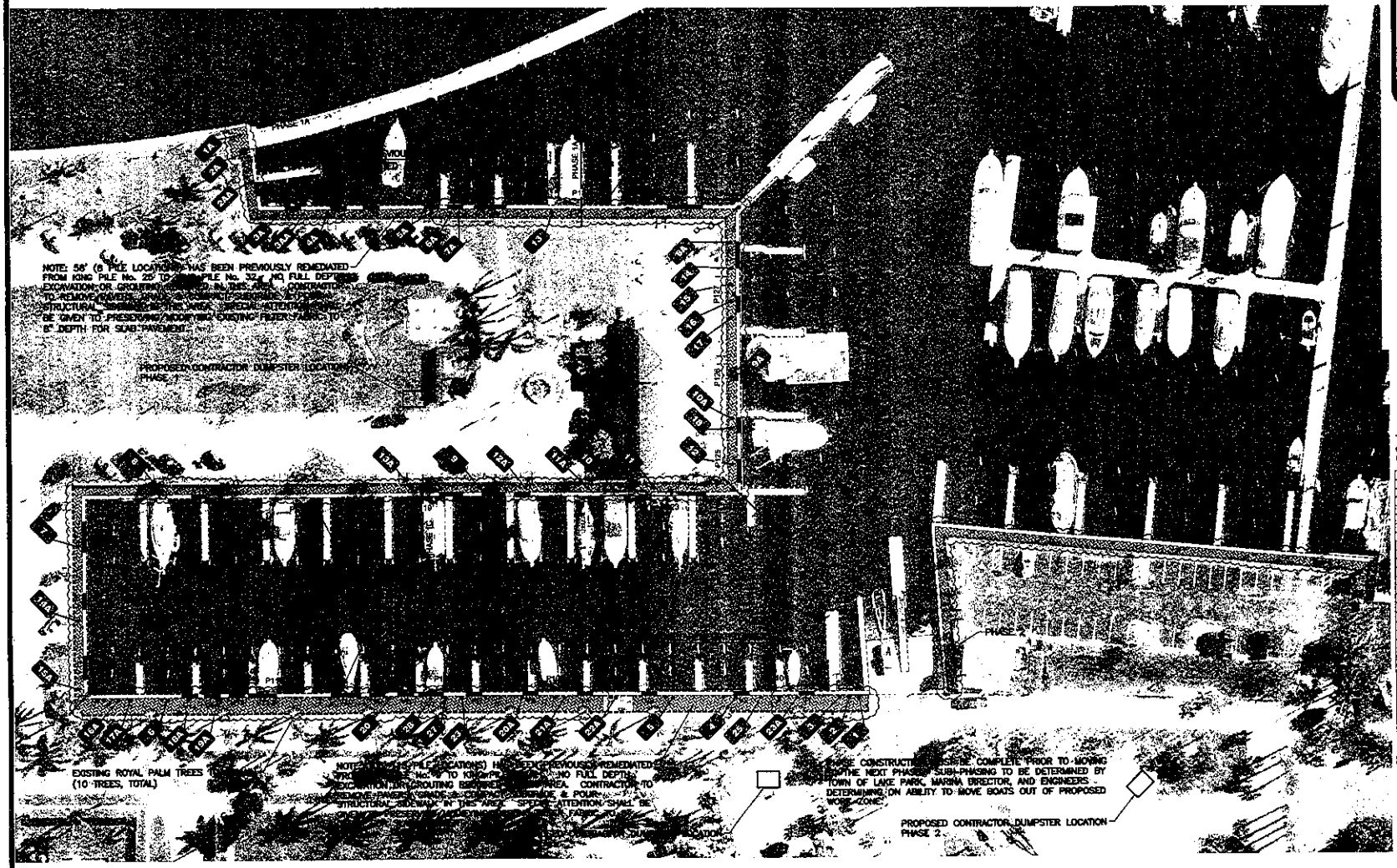

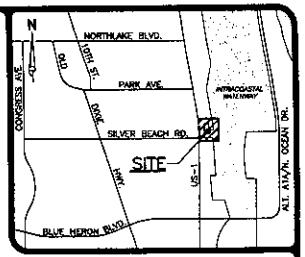

SECTION 21, TOWNSHIP 42S., RANGE 43E.

LOCATION MAP

NOT TO SCALE

N

30 15 0 30 60

SCALE IN FEET
1"=30'

LEGEND

P115 — UTILITY PEDESTAL & NUMBER (PEDESTAL ON 24"X24" CONCRETE FOUNDATION, TO REMAIN)

25 — PHOTO REFERENCE NUMBER OF PREVIOUSLY NOTED VOIDS FROM CALVIN GIORDANO MARINA EXHIBIT (20 SHEETS)

V2 — GPR DETECTED VOID LOCATION

LIMITS OF WORK

EXISTING PAVERS & 8" HEADER CURB TO BE REMOVED & REPLACED W/ STRUCTURAL CONCRETE SLAB. SEE STRUCTURAL SIDEWALK SLAB DETAILS

GPR VOID TABLE

Day 1: Friday 5/10/13 3:00 PM - 5:30 PM
Day 2: Monday 5/13/13 4:30 PM - 6:30 PM

Void #	Day Located	Description
V1	D1/D2	15' south of P101 (by Fire Extinguisher)
V2	D1/D2	1' south of P302 (pavers removed)
V3	D1/D2	8' north of P103 (12'x2' section of pavers removed)
V4	D2	15' north of P104
V5	D2	8' north of P105
V6	D2	9' south of P307
V7	D1/D2	5' south of P107
V8	D2	35' north of P107
V9	D2	10' north of P108
V10	D1/D2	4' south of P309
V11	D1/D2	10 north of P310 (1st dip marked as V10 as "very deep")
V12	D2	10' south of P111
V13	D1/D2	12' north of P111
V14	D1/D2	15' north of P111
V15	D1/D2	25' east of northwest corner
V16	D1/D2	40' east of northwest corner
V17	D1/D2	65' east of northwest corner
V18	D2	10' south of P335
V19	D1/D2	8' south of P119
V20	D1/D2	4' south of P120
V21	D2	7' north of P121
V22	D1/D2	3' north of P124
V23	D1/D2	15' east of P125
V24	D2	10' west of P126
V25	D1/D2	7' west of P127
V26	D1/D2	8' east of P127
V27	D1/D2	10' north of P129
V28	D1/D2	2' south of P131
V29	D1/D2	12' north of P132
V30	D1/D2	1' south of P134 (2'X2' section of pavers removed)
V31	D1/D2	25' north of P134 (18'X2' section of pavers removed)
V32	D1/D2	40' south of corner
V33	D1/D2	10' south of corner
V34	D1/D2	7' west of P134

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • MIAMI-DADE
ST. LUCIE • MARTIN COUNTIES
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES NOTIFICATION CENTER

REVISIONS

SIMMONS & WHITE
Professional Engineers | Planners | Surveyors | Landscape Architecture
2601 Cumberland Blvd. • Suite 300 • Mail: Palm Beach, Florida 33407 • (561) 478-7848

DESIGN	DRAWN	CHECKED	APPROVED	DATE
R.R.	D.B.			

LAKE PARK MARINA
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
AERIAL/VOID DETECTION SUMMARY

JOB NO.	DRAWING NO.	SHEET
11-1058	11108(8)502	2 OF 8

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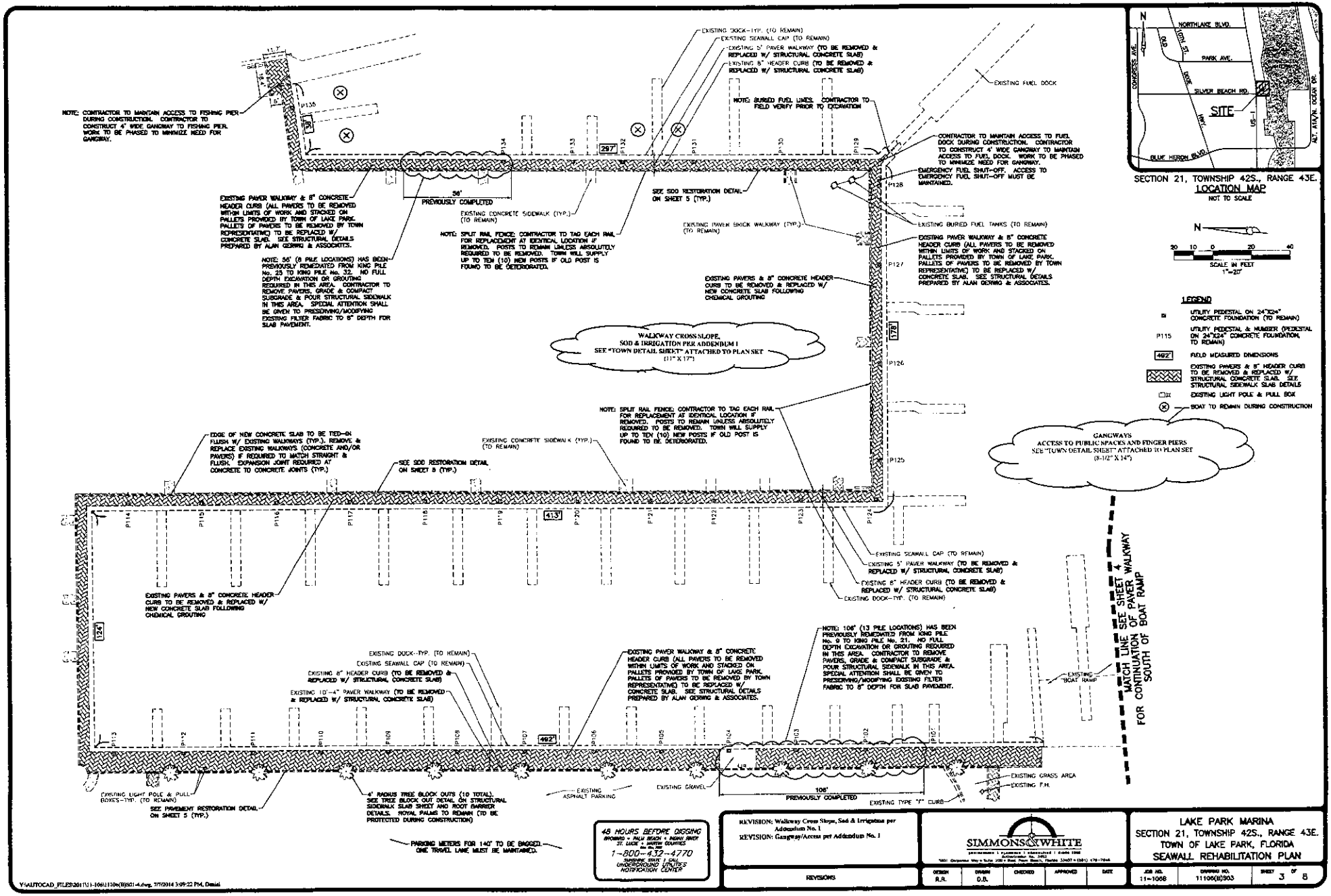

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER
ST. LUCIE • MARTIN COUNTIES
1-800-432-4770
SUNSHINE STATE 1-CALL UNDERGROUND UTILITIES NOTIFICATION CENTER

REVISION: Walkway Cross Slope, Sod & Irrigation per Addendum No. 1
REVISION: Gangway/Access per Addendum No. 1
REVISIONS

SIMMONS & WHITE

DESIGN	DRAWN	CHECKED	APPROVED	DATE
R.R.	D.B.			

LAKE PARK MARINA
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
SEAWALL REHABILITATION PLAN

JOB NO.	DRAWING NO.	SHEET
11-1068	11106(8)S03	3 OF 8

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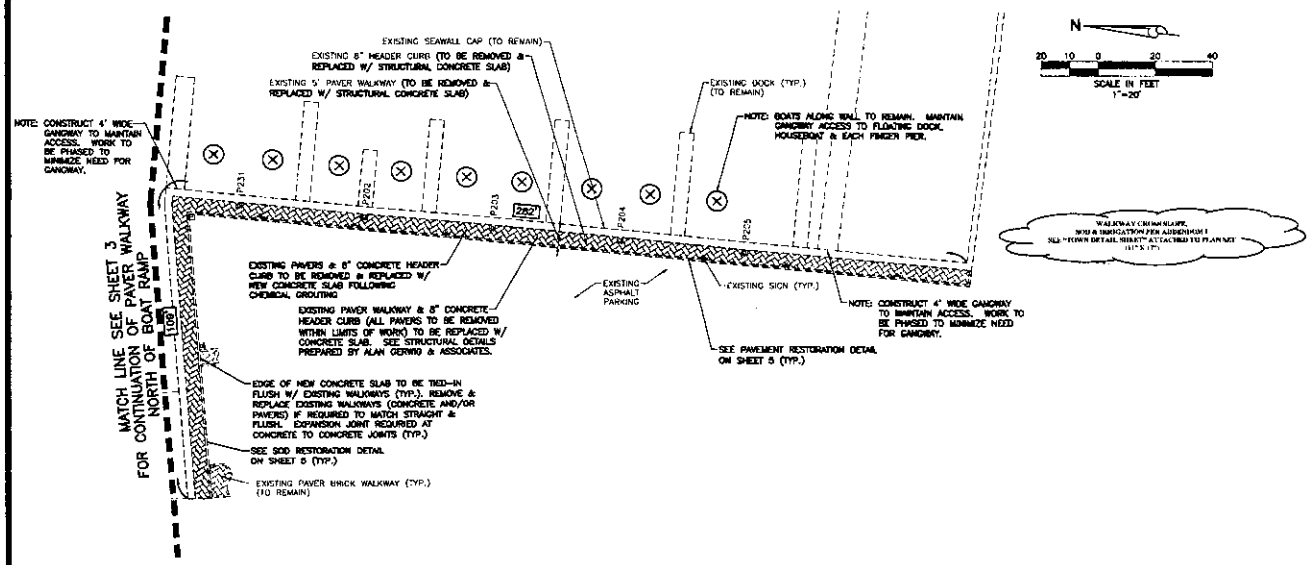
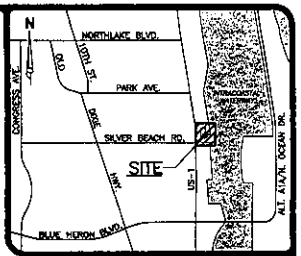




SECTION 21, TOWNSHIP 42S., RANGE 43E.

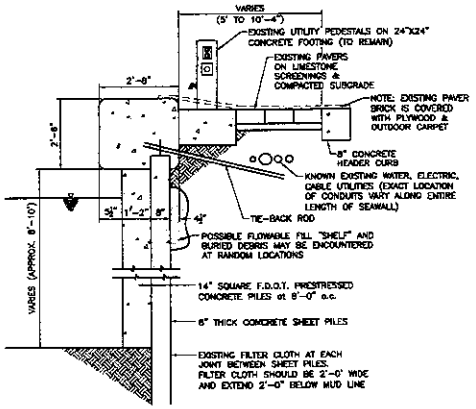
LOCATION MAP

NOT TO SCALE

LEGEND

- UTILITY PEDESTAL ON 24"X24" CONCRETE FOUNDATION (TO REMAIN)
- P115 — UTILITY PEDESTAL & NUMBER (PEDESTAL ON 24"X24" CONCRETE FOUNDATION, TO REMAIN)
- 482" — FIELD MEASURED DIMENSIONS
- EXISTING PAVERS & 8" HEADER CURB TO BE REMOVED & REPLACED W/ STRUCTURAL CONCRETE SLAB. SEE STRUCTURAL SIDEWALK SLAB DETAILS
- EXISTING LIGHT POLE & PULL BOX
- EXISTING SIGN
- BOAT TO REMAIN DURING CONSTRUCTION

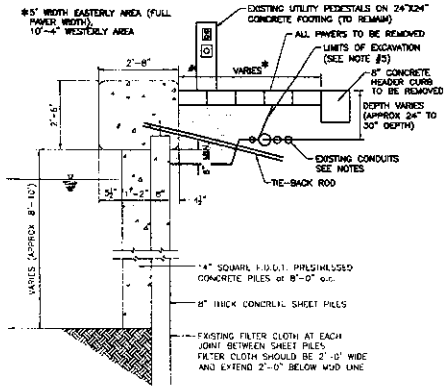
GANGWAYS ACCESS TO PUBLIC BEACHES AND FINGER PIERS SEE "TOWN DETAIL SHEET" ATTACHED TO PLAN SET (11"X 17")



NOTE: FILTER CLOTH HAS BEEN OBSERVED TO BE UNSUPPORTED AND SAGGING AT TEST HOLE LOCATIONS. INITIAL IN-FIELD OBSERVATION REVEALS FILTER FABRIC NOT INSTALLED PER ORIGINAL DESIGN SPECIFICATIONS

EXISTING CONDITION DETAIL

NOT TO SCALE



EXCAVATION DETAIL

NOT TO SCALE

EXCAVATION DETAIL AND PROCEDURE NOTES:

1. CONTRACTOR TO REMOVE AND DISPOSE OF ALL EXISTING LUMBER PLYWOOD, CARPET AND FASTENERS.

2. CONTRACTOR TO REMOVE 8" CONCRETE HEADER CURB AND FULL WIDTH OF PAVERS FROM ENTIRE WORK AREA (PAVER WIDTH VARIES FROM 5' TO 10'-4") AND STACK NEATLY ON TOWN SUPPLIED PALLETS. TOWN TO REMOVE AND STORE PAVERS OFFSITE. PAVER REMOVAL TO BE UNIT COST, PER S.F., CONCRETE HEADER CURB REMOVAL TO BE UNIT COST, PER L.F.

3. CONTRACTOR TO EXCAVATE ENTIRE LENGTH OF EXISTING SEAWALL BACKFILL TO A MINIMUM DEPTH OF 6" BELOW SEAWALL CAP (APPROXIMATE TOTAL DEPTH OF 36") WITH TOTAL TRENCH WIDTH AS REQUIRED (APPROX. 36"). SUPPORT AND PROTECTION OF EXISTING CONDUITS IS RESPONSIBILITY OF CONTRACTOR. EXCAVATED BACKFILL MATERIAL TO REMAIN ADJACENT TO TRENCH. EXCAVATION TO BE UNIT COST, PER L.F. OF SEAWALL.

4. IF FLOWABLE FILL AND/OR MISC. DEBRIS IS LOCATED, CONTRACTOR TO IDENTIFY TO THE EXTENT POSSIBLE THE LIMITS OF THE MATERIAL AND REMOVE WITHIN THE EXCAVATION LIMITS. CONTRACTOR DEPOSIT DEBRIS IN TOWN PROVIDED ROLL OFF CONTAINER IN DRY DETENTION AREA NEXT TO MARINA DUMPSTER.

5. CONTRACTOR TO NOTIFY TOWN UPON COMPLETION OF EXCAVATION. TOWN GEOTECHNICAL ENGINEER (ARDAMAN & ASSOCIATES) AND REPRESENTATIVE OF CONTRACTOR TO PROBE EXCAVATION TO DETERMINE/IDENTIFY VOIDS, DECOMPACTED SOILS, AND LOCATION/LIMITS OF EXISTING FLOWABLE FILL/DEBRIS. THAT MAY AFFECT THE LANDWARD CHEMICAL GROUTING PROCESS.

6. TIE RODS EXPOSED DURING EXCAVATION TO BE CLEANED OF ALL LOOSE DEBRIS, WIRE BRUSHED, AND RE-COATED WITH A COAL TAR BITUMASTIC MATERIAL. SUBMIT SHOP DRAWINGS/PRODUCT SPECIFICATIONS FOR APPROVAL. TIE-BACK RE-COATING TO BE UNIT COST, PER L.F. OF ROD.

7. EXCAVATION NOT REQUIRED AT EASTERLY TEST AREA (56 L.F.) AND WESTERLY TEST AREA (108 L.F.) AS SHOWN ON PLAN. PAVERS AND HEADER CURB TO BE REMOVED, AND SUBGRADE PREPARED FOR CONCRETE SIDEWALK SLAB.

8. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ADHERE TO ALL O.S.H.A. RULES AND FLORIDA LAWS RELATED TO TRENCH SAFETY.

48 HOURS BEFORE DIGGING
1-800-432-4770
SUNSHINE STATE 1 CALL UNDERGROUND UTILITIES NOTIFICATION CENTER

REVISION: Walkway Cross Slope, Sod & Irrigation per Addendum No. 1
REVISION: Gangway/Access per Addendum No. 1

REVISIONS

SIMMONS & WHITE

DESIGN	DRAWN	CHECKED	APPROVED	DATE
R.R.	D.B.			

LAKE PARK MARINA
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
SEAWALL REHABILITATION PLAN

JOB NO.	DRAWING NO.	SHEET
11-108B	11108(8)S04	4 OF 8

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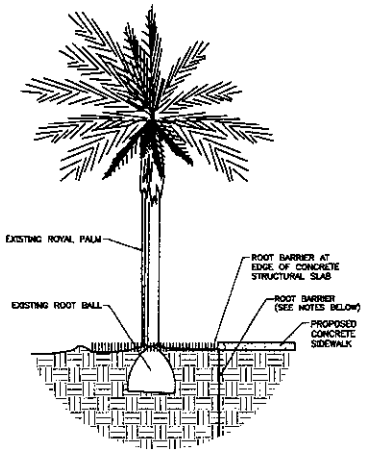
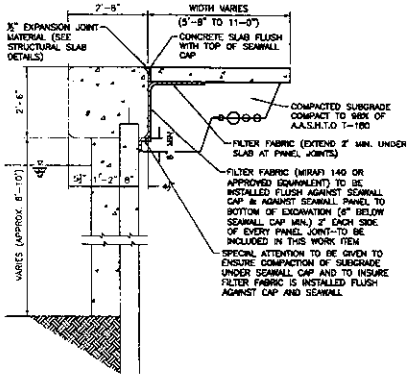


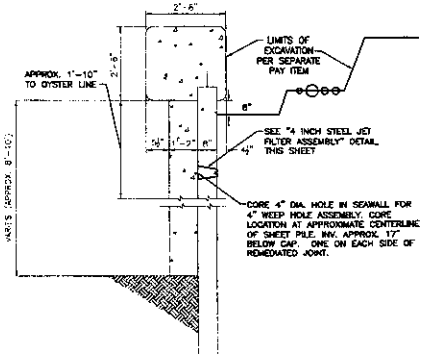
ROOT BARRIER DETAIL
NOT TO SCALE

ROOT BARRIER NOTES:

1. PRIOR TO INSTALLATION OF CONCRETE SLAB AT 10 ROYAL PALM TREES ALONG WESTERLY WALKWAY, ROOTS SHALL BE COMPLETELY REMOVED TO A DEPTH OF THE BOTTOM OF THE PROPOSED SLAB EDGE AND ROOT BARRIER SHALL BE INSTALLED.
2. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH TOWN OF LAKE PARK AND INSPECTED PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXEND UP TO FINISHED GRADE.
3. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY BIOBARRIER.
4. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.
5. CONTRACTOR TO PROVIDE ALL LABOR AND MATERIAL FOR THE COMPLETE INSTALLATION OF ROOT BARRIER IN ACCORDANCE WITH ALL SPECIFICATIONS. PAY ITEM SHALL BE UNIT COST, PER LINEAR FOOT.
6. SLAB "CUT OUT" FOR ROYAL PALMS TO BE 4' RADIUS SEMICIRCLE IDENTICAL TO EXISTING PAVER BRICK HALF CIRCLE CUT OUT.

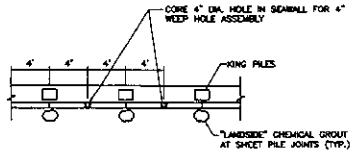


EXCAVATION BACKFILL
NOT TO SCALE



WALL DRAIN DETAIL SECTION
NOT TO SCALE

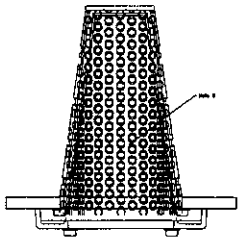
NOTE: THIS DETAIL IS INTENDED TO BE USED FOR BOTH LANDSIDE AND WATERSIDE GROUTING. SEE PLAN VIEW DETAILS FOR WALL DRAINS AT "LANDSIDE" AND "WATERSIDE" CHEMICAL GROUTING LOCATIONS

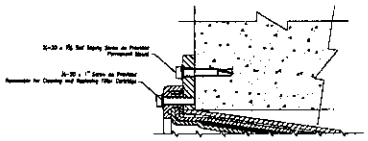


WALL DRAIN DETAIL AT "LANDSIDE" & "WATERSIDE" CHEMICAL GROUTING LOCATIONS (PLAN VIEW)
NOT TO SCALE

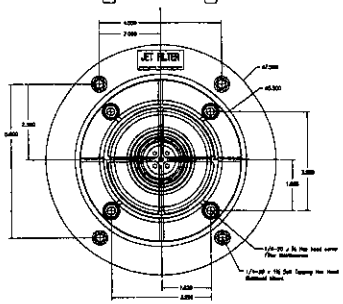
WALL DRAIN DEMONSTRATION ALTERNATIVE NOTES:

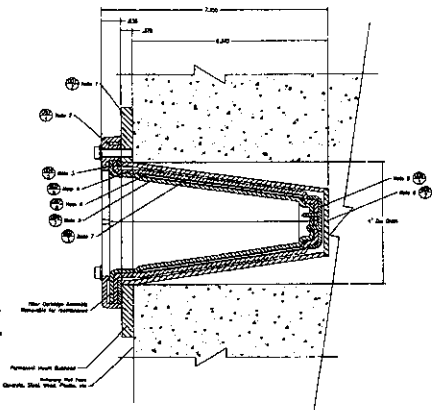
1. CONTRACTOR TO PROVIDE ALL LABOR AND MATERIALS TO PROVIDE A COMPLETED 4" WALL DRAIN.
2. EXCAVATION TO A DEPTH OF 6" BELOW THE SEAWALL CAP NOT INCLUDED IN THIS WORK ITEM AND TO BE PAID AS A SEPARATE WORK ITEM (SEE EXCAVATION DETAIL).
3. WALL DRAIN TO BE A UNIT COST WORK ITEM BASED ON EACH WEEP HOLE.





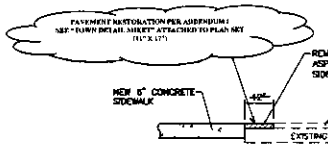
Recommended Bulkhead & Filter Assembly Mounting



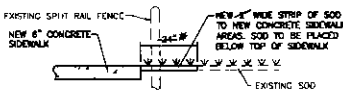


4 INCH STEEL JET FILTER ASSEMBLY DETAIL
NOT TO SCALE

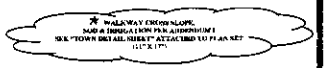
ONE ON EACH SIDE OF REMEDIATED JOINT. INSTALL PER MANUFACTURER SPECIFICATIONS



PAVEMENT RESTORATION DETAIL
NOT TO SCALE



SOD RESTORATION DETAIL
NOT TO SCALE



REVISION: Walkway Cross Slope, Sod & Irrigation per Addendum No. 1
REVISION: Pavement Restoration per Addendum No. 1

REVISIONS

SIMMONS & WHITE

DESIGN	DRAWN	CHECKED	APPROVED	DATE
R.R.	D.B.			

LAKE PARK MARINA
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
DETAILS

JOB NO.	DRAWING NO.	SHEET
11-1068	11108(8)S05	5 OF 8

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CHEMICAL GROUTING SPECIFICATIONS

1.01 Purpose

A. Furnish all materials, labor, tools and equipment to stabilize soils and fill voids as indicated on drawings or in contract documents.

1.02 Quality Assurance

A. Manufacturer of polyurethane material shall have been in existence for a period of not less than 15 (fifteen) years.

1. The contractor must provide the engineer with job references where they successfully used hydrophobic polyurethane resins for soil stabilization.

1.03 Delivery, Storage, and Handling

A. Deliver the specified products in original, unopened containers with manufacturer's name, labels, product identification, and batch numbers intact.

B. Store and condition the specified product as recommended by the manufacturer.

1.04 Job Conditions

A. Do not apply the material if it is or it appears that it will be raining unless precautions are taken to protect the material from moisture.

B. Contractor will take all precautions necessary to insure that no damage will occur to any work zone due to handling or pumping of the polyurethane resin.

Part 2 Materials

2.01 Acceptable Manufacturers

A. Prime Flex 920, as manufactured by Prime Resins, Inc., Conyers, Georgia (800-321-7212) is considered to conform to the requirements of this specification and has performed satisfactorily for soil stabilization and void filling during the demonstration field test.

B. SPETEC H-100 as manufactured by Resiplast U.S. PO Box 308, Cypress, TX 77410 is considered to conform to the requirements of this specification.

C. The use of a product other than specified will be considered providing the contractor requests its use in writing to the Engineer. Acrylamide grouts will not be considered. The request shall be accompanied by a notarized certification of compliance from an approved independent testing laboratory that the proposed substitute product meets or exceeds the specified performance criteria, tested in accordance with the specified test standards, and documented proof that the proposed product has a proven record of performance of soil stabilization, confirmed by actual field tests and five successful installations that the Engineer can investigate.

2.02 Performance Criteria

A. Physical properties of polyurethane resin:

1. Water activated resin.
2. Variable cure rate.
3. Viscosity 130 cps. - 20 cps
4. Solids Content 100% solids
5. Characteristics Hydrophobic polymer

B. Physical properties of Catalyst:

1. Appearance - Clear liquid
2. Viscosity 15 - 20 cps
3. Solids content 100%

C. Physical properties of polyurethane resin cured under pressure:

1. Shrinkage - (ASTM D-1042 / D-756) None
2. Tensile Properties (ASTM D-1623)
   a. Tensile strength: 41 psi
   b. Elongation 3.4%

2.03 Materials

A. Polyurethane Resin

1. Polyurethane resin shall be a single component material that requires catalyst. Adjusting the percentage of catalyst to the base resin shall control reaction time of the grout.
2. Material shall be a water reactive grout.
3. Polyurethane resin shall be based on MDI.
4. Polyurethane resin shall be nontoxicable in nature.
5. Polyurethane resin shall be NSF ANSI 61 certified for use in potable water.

Part 3 Execution

3.01 Preparation

A. contractor shall determine appropriate spacing and depth placement for landside injection probes to successfully seal, stabilize and fill area as shown in drawings. Test sections may be necessary to determine best probe spacing depending on soil types and conditions encountered. Probes: Pipe shall utilize Prime Resins Soil Probe or Expendable Drive Point to keep dirt from clogging pipe during driving. Type and size to be determined by contractor.

B. Prior to injecting landside grout contractor shall ensure that the soils contain enough moisture to fully react the grout OR shall use a plural component pump to inject water and grout simultaneously (twin streaming) through injection pipe/probe. When twin streaming is done a ratio of 10 : 1 (grout : water) shall be used. A pump capable of injection pressures from 100 psi - 2500 psi is recommended. Flow rate of pumps shall be .33 gpm minimum. Manually operated or "hand pumps" are considered unacceptable and cannot be used.

C. For soil grouting: To determine the best ratio of catalyst to grout, contractor shall gather three one-gallon containers of soil typical of that to be injected and prepare three eight-ounce samples of grout. One sample of grout shall be catalyzed with 1% catalyst, the second with 3% catalyst, and the third with 5% catalyst. Make a hole (approximately 2" in diameter) extending three-fourths of the distance to the bottom in the center of each compacted soil sample. Pour one mixture of catalyzed grout into the center hole in each soil sample. Press the soil back over the hole and allow the grout to cure for approximately 15 minutes. After the material has cured, dump out the contents of the containers and determine which mixture of grout and catalyst has produced the best pattern of migration.

D. A grout log shall be maintained for both landside and waterside grouting recording amount of grout and percentage of catalyst used for each pipe/probe and shall be available for inspection by the Engineer at all times. Request for payment of grout shall include a copy of grout log detailing quantities used.

3.02 Application

A. Determine pattern for probe placement and install probes.

B. Contractor to perform a "cup test" with marina water (ambient temperature) in the presence of the Town of Lake Park representatives based on time and conditions of proposed application. Separate cup tests to be performed to determine "kick time" for changed weather/time of day/or other varying application conditions.

C. Contractor shall determine amount of grout to be injected into each probe to ensure all areas with the work area are fully grouted. Grouting shall use the "Lift Grouting Technique" where the pipe is raised or jacked up and grout is injected in 12" intervals or lifts. The amount of grout to be injected at each lift is to be determined by the contractor based on soil conditions for that particular area. Injection pressures will vary depending on soil conditions. (Assume 0.75 gallons per vertical foot for both landside and waterside grouting.)

D. If flowable fill or other random obstructions are encountered, grouting must be done via the waterside method.

E. Adhere to all limitations and cautions set forth by the manufacturer.

3.03 Safety

A. Copy of Data sheet and Material Safety Data Sheet (MSDS) of all chemicals used must be on site at all times.

B. Workers must wear protective rubber gloves, full protection (front and side) safety glasses, chemical goggles or face shield and any other necessary precautions as outlined in product MSDS when handling or pumping grout.

C. All chemicals used on site including grout, catalyst and chemicals to clean pumps and equipment shall be non-flammable.

3.04 Cleaning

A. Flush the pump and hoses with approved pump flush. Do not use solvents to clean off human skin.

B. Uncured polyurethane resin can be removed from tools with an approved solvent. Cured polyurethane can only be removed mechanically.

C. Remove all pipes from work area.

D. Leave work area clean and neat.

Part 4 Payment

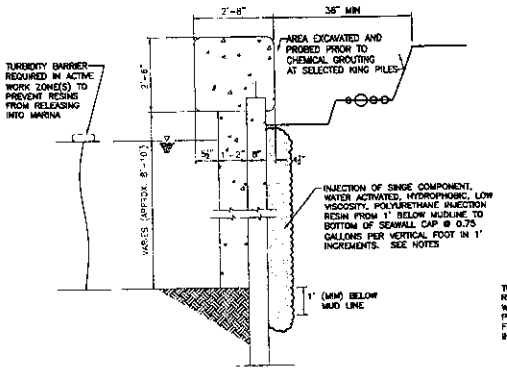
4.0 Measurement

A. Lump sum price shall be given for mobilization, all necessary tools, equipment, labor, permits, materials, except for Chemical Grout, Catalyst, and incidental piping.

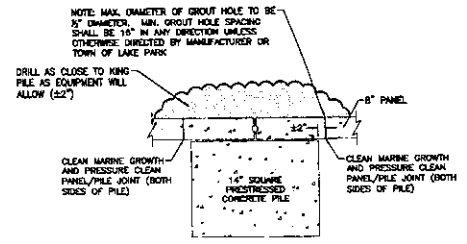
B. Unit price for Chemical Grout shall be based on actual quantity of chemical grout (including catalyst) pumped in gallons. Payment shall be made based on quantities reported in grout logbook and approved by Engineer or inspector. All pipe, fittings, modifications (cutting, threading, etc.,) and accessories including drive tips or probes necessary for the completion of the work shall be incidental and included in the per gallon unit cost.

CHEMICAL GROUTING NOTES (BOTH LANDSIDE AND WATERSIDE)

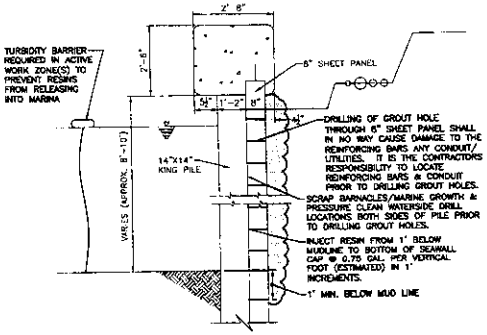
1. CONTRACTOR TO SUPPLY ALL LABOR AND MATERIAL TO INJECT A THIN LIQUID RESIN THAT REACTS WITH WATER AND EXPANDS TO FORM A CLOSED CELL, WATER TIGHT, RIGID FOAM TO FILL VOIDS, STABILIZE SOILS, AND SEAL THE SHEET PILE JOINT AT THE KING PILE. MATERIAL TO BE A SINGLE COMPONENT, WATER ACTIVATED HYDROPHOBIC LOW VISCOCITY POLYURETHANE INJECTION RESIN THAT REQUIRES THE USE OF A CATALYST.
2. THE LANDSIDE CHEMICAL GROUTING TO UTILIZE A ¾" DIAMETER (OR APPROVED EQUIVALENT) STAINLESS STEEL INJECTION ROD OF A LENGTH SUITABLE TO PENETRATE TO 1' BELOW THE SEAWALL MUDLINE (APPROXIMATELY 9 - 11') AND GENERALLY INJECT APPROXIMATELY 0.75 GALLONS PER VERTICAL FOOT OF SPECIFIED MATERIAL. VOLUME OF MATERIAL INJECTED MAY VARY TO OBTAIN 6" MIN. (9" PREFERRED) WIDTH OF COVERAGE EACH SIDE OF SHEET PILE LANDSIDE JOINT.
3. THE MANUFACTURER OF THE SPECIFIED PRODUCT SHALL HAVE AN ESTABLISHED PROGRAM OF TRAINING AND TECHNICALLY SUPPORT APPROVED CONTRACTORS.
4. CONTRACTOR SHALL BE AN QUALIFIED APPLICATOR OF THE MANUFACTURER OF THE SPECIFIED PRODUCT, WHO HAS BEEN INSTRUCTED IN THE USE OF THE SPECIFIED REPAIR MATERIAL, AND PROVIDE CERTIFICATION FROM THE MANUFACTURER ATTESTING TO THEIR QUALIFIED APLICATOR STATUS. CONTRACTOR SHALL BE ABLE TO DEMONSTRATE PAST PERFORMANCE ON JOBS OF SIMILAR SCOPE AND SIZE. CONTRACTOR MUST HAVE A MINIMUM OF TWO YEARS EXPERIENCE INJECTING POLYURETHANE GROUTS.
5. IF REQUESTED BY TOWN ENGINEER, MAKE ALL ARRANGEMENTS AND PAY ALL COSTS TO HAVE MANUFACTURER'S AUTHORIZED REPRESENTATIVE ON THE JOB AT THE BEGINNING OF ALL MAJOR PHASES OF THE WORK, INCLUDING JOINT PREPARATION, AND INSTALLATION OF POLYURETHANE GROUT, TO ENSURE PROPER PROCEDURES AND QUALITY CONTROL TECHNIQUES ARE IN COMPLIANCE.
6. SUBMIT MANUFACTURER'S PRODUCT DATA, INSTALLATION INSTRUCTIONS, USE LIMITATIONS AND RECOMMENDATIONS FOR POLYURETHANE GROUT MATERIAL.
7. THE CONTRACTOR SHALL SUBMIT A COMPLETE LIST OF EQUIPMENT AND PROCEDURES FOR THE PROPOSED SEALING OF CONCRETE JOINTS.
8. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A DETAILED PROCEDURE FOR THE INSTALLATION OF THE WATER REACTIVE POLYURETHANE GROUT.
9. PROVIDE A CERTIFICATE OF COMPLIANCE STATING THAT THE REPAIR MATERIAL MEETS THE SPECIFIED PRINTED LITERATURE ON THE SPECIFIED PRODUCT.
10. MATERIAL TO BE PRIME FLEX 920 AS MANUFACTURED BY PRIME RESINS, 2291 PLUNKETT ROAD, CONYERS, GEORGIA 30012 (770-388-0826) OR APPROVED EQUIVALENT (POTENTIALLY SIMILAR TO SPETEC H-100 AS MANUFACTURED BY RESIPLAST U.S. PO BOX 308, CYPRESS, TX 77410. SUBJECT TO ENGINEER'S APPROVAL OF SHOP DRAWINGS/SPECIFICATIONS). THE GROUTING MATERIAL SHALL BE A HYDROPHOBIC POLYURETHANE LIQUID WITH CATALYST DEVELOPED TO STOP HIGHLY ACTIVE LEAKS. THE GROUT SHALL BE NON-TOXIC AFTER CURING. THE POLYURETHANE LIQUID SHALL REACT WITH WATER TO FOAM AND EXPAND TO FORM A FLEXIBLE, TOUGH, CASHCT THAT STOPS WATER. THE CATALYST IS ADDED TO THE GROUT TO DETERMINE THE REACTION TIME WITH WATER.
11. THE MANUFACTURER'S FIELD REPRESENTATIVE SHALL BE FULLY QUALIFIED TO PERFORM THE WORK AND SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
12. THE REPAIR OF LEAKING CRACKS WILL BE PAID FOR AT THE CONTRACT UNIT BID PRICE PER GALLON OF MATERIAL USED AS STIPULATED IN THE SCHEDULE OF BID PRICES, WHICH PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING AND INSTALLING ALL MATERIALS, LABOR, TOOLS, EQUIPMENT AND OTHER INCIDENTALS NECESSARY TO COMPLETE THE SPECIFIED WORK.
13. A WALL DRAIN SHALL BE INSTALLED AT CHEMICAL GROUTING AREAS. SEE WALL DRAIN DETAILS. WALL DRAIN TO BE SEPARATE PAY ITEM.



LANDSIDE "PREFERRED"
CHEMICAL GROUTING DETAIL
NOT TO SCALE

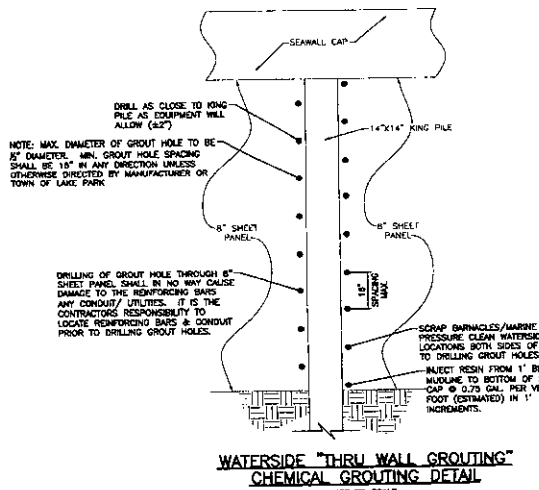


PLAN VIEW



WATERSIDE "DEFAULT" CHEMICAL GROUTING

1. EVERY EFFORT SHALL BE MADE TO UTILIZE THE "LANDSIDE" CHEMICAL GROUTING AS THE PREFERRED METHOD. IF DEBRIS, FLOWABLE FILL OR OTHER LANDSIDE OBSTRUCTIONS ARE ENCOUNTERED AND ATTEMPTS TO DRILL/PROBE LANDSIDE INJECTORS FAIL, THE WATERSIDE METHOD SHALL BE UTILIZED AS A DEFAULT OBSTRUCTIONS METHOD. CONTRACTOR TO NOTIFY ENGINEER OF LANDSIDE OBSTRUCTIONS ENCOUNTERED AND, IN THE PRESENCE OF THE ENGINEER, MAKE BEST EFFORT TO THE EXTENT POSSIBLE TO DRILL/INSERT THE INJECTION ROD TO THE FULL DEPTH (ONE FOOT BELOW MUD LINE). IF CONTRACTOR FAILS TO MEET FULL DEPTH OF INJECTION ROD IN PRESENCE OF ENGINEER, CONTRACTOR TO PROCEED WITH WATERSIDE METHOD.
2. CONTRACTOR TO CLEAN OYSTERS AND OTHER MARINE GROWTH FROM DRILL LOCATIONS (BOTH SIDES OF KING PILE) FROM A DEPTH ONE FOOT BELOW THE MUD LINE ON THE WATERSIDE OF PANEL TO UNDERSIDE OF SEAWALL CAP.
3. ON WATERSIDE INJECTION, PRIME FLEX 920 (OR APPROVAL EQUIVALENT) TO BE INJECTED INTO DRILLED HOLES AT 16" VERTICAL INCREMENTS, BOTH SIDES OF PILING AT A RATE SIMILAR TO LANDSIDE INJECTION RATE (0.75 GALLONS PER VERTICAL FOOT ESTIMATED), FROM ONE FOOT BELOW MUD LINE TO BOTTOM OF SEAWALL CAP, OR APPROXIMATELY 7.5 GALLONS PER PILE.



WATERSIDE "THRU WALL GROUTING"
CHEMICAL GROUTING DETAIL
NOT TO SCALE

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE
	R.R.	D.B.			

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LAKE PARK MARINA
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
CHEMICAL GROUTING DETAILS

JOB NO.	DRAWING NO.	SHEET OF
11-1088	11108(8)SD6	6 OF 8

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GENERAL NOTES

1. THE GOVERNING CODE FOR THIS PROJECT IS THE FLORIDA BUILDING CODE, 2010 EDITION.
2. TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL DRAWINGS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE GOVERNING BUILDING CODE.
3. CONSTRUCTION IS TO COMPLY WITH THE REQUIREMENTS OF THE GOVERNING BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
4. DETAILS LABELED "TYPICAL" APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY REFERENCED, WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING THE APPLICABILITY OF TYPICAL DETAILS SHALL BE RESOLVED BY THE ENGINEER.
5. CONTRACTORS WHO DISCOVER DISCREPANCIES, OMISSIONS OR VARIATIONS IN THE CONSTRUCTION DOCUMENTS DURING BIDDING SHALL IMMEDIATELY NOTIFY THE ENGINEER. THE ENGINEER WILL RESOLVE THE CONDITION AND ISSUE A WRITTEN CLARIFICATION.
6. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION DOCUMENTS WITH FIELD CONDITIONS AND DIMENSIONS AND THE PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. DO NOT SCALE DRAWINGS; USE ONLY PRINTED DIMENSIONS. REPORT ANY DISCREPANCIES IN WRITING TO THE ENGINEER PRIOR TO PROCEEDING WITH WORK. DO NOT CHANGE SIZE OR LOCATION OF STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE ENGINEER OF RECORD.
7. THE STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH CIVIL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS.
8. SEE CIVIL DRAWINGS FOR ANCHORED, SUPPORTED AND EMBEDDED ITEMS WHICH AFFECT THE STRUCTURAL WORK. VERIFY DETAILS AND DIMENSIONS WITH EQUIPMENT PURCHASED.
9. VERIFY ACTUAL ELEVATION WITH CIVIL SITE PLAN.

DESIGN DATA

1. DESIGN SUPERIMPOSED LOADS: LIVE LOAD – 100 PSF

JOINT SEALANT AND CONCRETE PATCH

1. SEAL JOINT BETWEEN SIDEWALK AND EXISTING PILE CAP WITH DOW CORNING 890 SILICONE JOINT SEALANT WITH BACKER ROD.
2. SEALANT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
3. PATCH EXISTING PENETRATIONS IN SEAWALL CAP WITH MASTER EMACO N425. FILL HOLE FULL DEPTH TROWEL FINISH SMOOTH WITH TOP OF CAP. COLOR TO CLOSELY MATCH EXISTING CONCRETE A COLOR.

FOUNDATIONS AND SLABS ON GROUND

1. SOIL TESTING SHALL BE PERFORMED DURING CONSTRUCTION TO ENSURE THE SOIL ACHIEVES THE PROPER COMPACTION.
2. COMPACT SUBGRADE TO 95% AASHTO T-180

SHOP DRAWING SUBMITTALS

1. THE CONTRACTOR SHALL PREPARE DETAILED SHOP DRAWINGS TO ENABLE HIM TO FABRICATE, ERECT AND CONSTRUCT ALL PARTS OF THE WORK IN ACCORDANCE WITH THE DRAWINGS. SHOP DRAWINGS SHALL CONTAIN SUFFICIENT DETAIL TO DETERMINE THAT THE SUPPLIER AND CONTRACTOR UNDERSTAND THE INTENT OF THE DRAWINGS.
2. ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE ENGINEER. DRAWINGS SUBMITTED WITHOUT CONTRACTOR'S REVIEW WILL BE RETURNED UNCHECKED. ALLOW ONE WEEK REVIEW TIME FOR SHOP DRAWING SUBMITTALS. ONE COPY WILL BE RETAINED BY THE ENGINEER AND NO MORE THAN FOUR COPIES WILL BE RETURNED AFTER THE ENGINEER'S REVIEW.
3. SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.
4. THE CONTRACT DOCUMENTS AND SPECIFICATIONS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.
5. SUBMITTALS SHALL CLEARLY INDENTIFY THE SPECIFIC PROJECT AND APPLICABLE CODES, LIST THE DESIGN CRITERIA AND SHOW ALL DETAILS AND PLANS NECESSARY FOR PROPER FABRICATION AND INSTALLATION.
6. NOTATIONS ON SUBMITTALS DO NOT AUTHORIZE CHANGES TO THE CONTRACT SUM. CHECKING OF THE SUBMITTAL BY THE ENGINEER SHALL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR DEVIATIONS FROM THE CONTRACT DOCUMENTS AND FROM ERRORS OR OMISSIONS IN THE SUBMITTAL.
7. SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL FOR EACH OF THE FOLLOWING ITEMS:
   a. CONCRETE REINFORCEMENT
   b. CONCRETE MIX DESIGNS
   c. STRUCTURAL STEEL

CONCRETE MIX DESIGN SUBMITTAL

THE CONTRACTOR SHALL SUBMIT FOR THE REVIEW OF THE ENGINEER A MIX DESIGN OF CONCRETE. DESIGN SHALL BE IDENTIFIED BY A MIX NUMBER OR OTHER UNIQUE IDENTIFICATION. THE CONTRACTOR SHALL NOT VARY FROM THE MIX DESIGNS WITHOUT THE APPROVAL OF THE ENGINEER. MIX DESIGN SUBMITTALS SHALL INCLUDE THE FOLLOWING INFORMATION:

1. MIX DESIGN NUMBER OR UNIQUE IDENTIFICATION AND INTENDED LOCATION OF PLACEMENT.
2. CEMENT TYPE, PROPORTION AND NAME OF MANUFACTURER.
3. FLY ASH AND/OR SLAG PROPORTION (WHEN USED), LABORATORY ANALYSIS CERTIFICATION, AND NAME AND LOCATION OF SUPPLIER.
4. COARSE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
5. FINE AGGREGATE PROPORTION, GRADATION REPORT, NAME AND LOCATION OF SUPPLIER.
6. MIXING WATER PROPORTION AND SOURCE.
7. ADMIXTURE DOSAGES, PRODUCT NAME(S) AND MANUFACTURER NAME(S).
8. DESIGN 28-DAY COMPRESSIVE STRENGTH (F'C).
9. DESIGN SLUMP RANGE.
10. DESIGN AIR-ENTRAINMENT (FOR CONCRETE REQUIRING ENTRAINED AIR).
11. STATISTICAL ANALYSIS OF LABORATORY STRENGTH TEST DATA IN ACCORDANCE WITH STANDARD DEVIATION DETERMINATION OUTLINE IN ACI 318.

CONCRETE

1. REINFORCED CONCRETE HAS BEEN DESIGNED IN ACCORDANCE WITH THE BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318) AND COMMENTARY (ACI 318R.)
2. MIXING, TRANSPORTING AND PLACING OF CONCRETE SHALL CONFORM TO THE LATEST EDITION OF THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301).
3. READY-MIXED CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ASTM C94. ALL CONCRETE SHALL BE READY-MIX CONCRETE UNLESS APPROVED BY ENGINEER. CONTRACTOR MAY SUBMIT CENTRAL MIXED CONCRETE FOR APPROVAL.
4. CEMENT SHALL CONFORM TO ASTM C150, TYPE I.
5. FLY ASH SHALL CONFORM TO ASTM C618, CLASS C OR F.
6. SLAG SHALL CONFORM TO ASTM C989.
7. THE RATIO OF ALTERNATIVE CEMENTITIOUS MATERIALS (SLAG, FLY ASH, OR ADMIXTURES) TO THE AMOUNT OF PORTLAND CEMENT IN THE MIX SHALL NOT EXCEED 25 PERCENT, U.N.O.
8. NORMAL WEIGHT AGGREGATES SHALL CONFORM TO ASTM C33.
9. WATER-REDUCING ADMIXTURES SHALL CONFORM TO ASTM C494.
10. AIR-ENTRAINING ADMIXTURES OR ADMIXTURES CONTAINING MORE THAN 0.1 PERCENT CHLORIDE IONS SHALL NOT BE USED.
11. CONCRETE TICKETS SHALL BE TIME STAMPED WHEN BATCHED. THE MAXIMUM TIME ALLOWED FROM THE TIME MIXING WATER IS ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1-1/2) HOURS. IF FOR ANY REASON THERE IS A LONGER DELAY THAN THAT STATED ABOVE, THE CONCRETE SHALL NOT BE USED IN THE PROJECT.
12. WATER MAY NOT BE ADDED AT THE SITE EXCEPT AT THE DIRECTION OF A REPRESENTATIVE OF THE SUPPLIER. MIXES WITH WATER ADDED AT THE SITE, OTHER THAN AS INDICATED ABOVE, ARE SUBJECT TO REJECTION AND REMOVAL FROM THE PROJECT. IN ALL INSTANCES, MIXES WITH WATER ADDED AT THE SITE SHALL BE INDICATED ON THE TEST REPORTS AND SUCH MIXES SHALL HAVE A SET OF CYLINDERS TAKEN FROM THE MIX AND A SLUMP TEST PERFORMED AFTER ADDITION OF WATER.
13. IN HOT WEATHER CONDITIONS, MIXING, PLACING, FINISHING, CURING AND PROTECTION OF CONCRETE SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ACI 305R, HOT WEATHER CONCRETING.
14. CONCRETE MIXES
    A. MIX SHOWN BELOW ARE MINIMUMS. FOLLOW ACI 301 FOR ADDITIONAL REQUIREMENTS FOR DIFFERENT AREAS SUCH AS FLOORS. MORE THAN THE MIXES BELOW MAY BE SUBMITTED FOR APPROVAL.
    B. READY-MIX NORMAL WEIGHT CONCRETE:
       SLAB ON GRADE: 4,000 PSI (MIN.) AT 28 DAYS WITH A MODULUS OF RUPTURE OF 500 PSI AND PROPORTIONED TO LIMIT SHRINKAGE TO 0.036% AS MEASURED BY ASTM C-157. AGGREGATE INTERLOCK REQUIRED (3/4" MIN. COARSE AGGREGATE WITH NO PEAROCK) AND MAX W/CM RATIO OF 0.57.
15. ALL PENETRATIONS THROUGH SLABS.

CONCRETE TESTING

1. CONCRETE TESTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING PARAMETERS. THE OWNER WILL OBTAIN THE SERVICES OF A TESTING LABORATORY FOR ALL TESTING ON THE STRUCTURE.
2. CONCRETE MIXES WHICH HAVE WATER ADDED AT THE SITE SHALL BE TESTED AS INDICATED ABOVE IN THE CONCRETE NOTES.
3. FORWARD COPIES OF TEST RESULTS TO THE ENGINEER, CONCRETE SUPPLIER AND CONTRACTOR WITHIN 24 HOURS AFTER TESTING.
4. AN INDEPENDENT TEST LABORATORY SHALL PERFORM THE FOLLOWING TESTS ON CAST IN PLACE CONCRETE.
   A) ASTM C143 "STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE." MINIMUM SLUMP SHALL BE AS INDICATED IN THE CONCRETE MIX DESIGN SUBMITTAL.
   B) ASTM C39 "STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS". A SEPARATE TEST SHALL BE CONDUCTED FOR EACH CLASS, FOR EVERY 50 CUBIC YARDS (OR FRACTION THEREOF), PLACED PER DAY OR AS REQUIRED BY THE BUILDING OFFICIAL. REQUIRED CYLINDER(S) QUANTITIES AND TEST AGE AS FOLLOWS:
      1 AT 3 DAYS
      1 AT 7 DAYS
      2 AT 28 DAYS
5. ONE ADDITIONAL RESERVE CYLINDER TO BE TESTED UNDER THE DIRECTION OF THE ENGINEER, IF REQUIRED. IF 28 DAY STRENGTH IS ACHIEVED, THE ADDITIONAL CYLINDER(S) MAY BE DISCHARGED.

REINFORCING STEEL

1. REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615 AND SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 PSI.
2. REINFORCING BAR DETAILING, FABRICATING, AND PLACING SHALL CONFORM TO THE LATEST EDITION OF THE FOLLOWING STANDARDS: ACI 301, ACI 318 AND ACI DETAILING MANUAL (SP66).
   A) FIELD FABRICATED REINFORCING STEEL IS NOT PERMITTED, U.N.O.
3. REINFORCING STEEL SHALL NOT BE TACK WELDED, WELDED, HEATED OR CUT UNLESS INDICATED ON THE CONSTRUCTION DOCUMENTS OR APPROVED BY THE ENGINEER.
4. WHERE LAP SPLICE LENGTHS ARE NOT SHOWN OR NOTED, PROVIDE A CLASS "B" LAP.
5. ALL HOOKS SHOWN IN REINFORCEMENT SHALL BE ACI RECOMMENDED HOOKS UNLESS OTHERWISE NOTED.
6. REINFORCING STEEL SHALL BE NEW, DEFORMED BARS, FREE OF RUST, SCALE AND OIL.
7. REINFORCING SHALL BE ACCURATELY PLACED, RIGIDLY SUPPORTED AND FIRMLY TIED IN PLACE, WITH APPROPRIATE BAR SUPPORTS AND SPACERS. LAP BOTTOM STEEL OVER SUPPORTS AND TOP STEEL AT MIDSPAN (U.N.O.). HOOK DISCONTINUOUS ENDS OF ALL TOP BARS AND ALL BARS IN WALLS, U.N.O.
8. REINFORCING BARS SHALL NOT BE DISPLACED PRIOR TO OR DURING CASTING TO ACCOMMODATE ANCHORS, EMBEDS OR OTHER ITEMS.
9. PROVIDE REINFORCEMENT SPLICES AS INDICATED BELOW IN CONFORMANCE WITH AN ACI CLASS B TENSION SPLICE, (ACI 318-05 CODE). NO REDUCTION SHALL BE PERMITTED DUE TO BAR SPACING.
10. REINFORCING TO BE WELDED SHALL BE DONE IN ACCORDANCE WITH AWS D1.4 "STRUCTURAL WELDING CODE-REINFORCING STEEL".

CLASS B SPLICES FOR REINFORCEMENT, OTHER THAN TOP BARS:
CLASS B SPLICES FOR REINFORCEMENT:

BAR SIZE	4,000 PSI	3,000 PSI
#3	19"	22"
#4	25"	29"
#5	31"	36"
#6	37"	43"
#7	54"	63"
#8	62"	72"
#9	70"	81"
#10	79"	91"

Alan L. Gerwig, P.E. License No. 39481

REVISION: Alternate III- 6x6 Woven Wire Fabric in Lieu of Rebar
REVISION: Alternate IIIA-Broom Finish in Lieu of Stamped Pattern on 5'-8" Wide Walkway
REVISION: Walkway Cross Slope per Addendum No. 1

REVISIONS

SIMMONS & WHITE

DESIGN	DRAWN	CHECKED	APPROVED	DATE
R.R.	D.B.			

LAKE PARK MARINA
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
ALAN GERWIG
SEAWALL REHABILITATION DETAILS

JOB NO.	DRAWING NO.	SHEET
11-1068	11106(8)S07	7 OF 8

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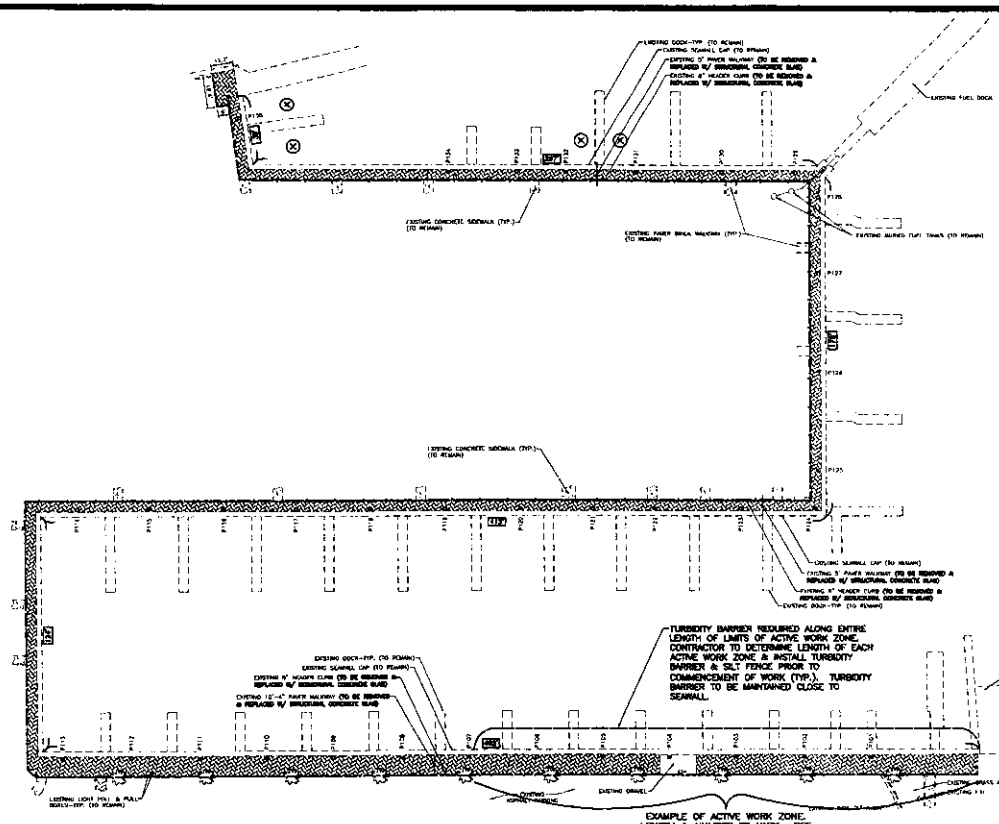
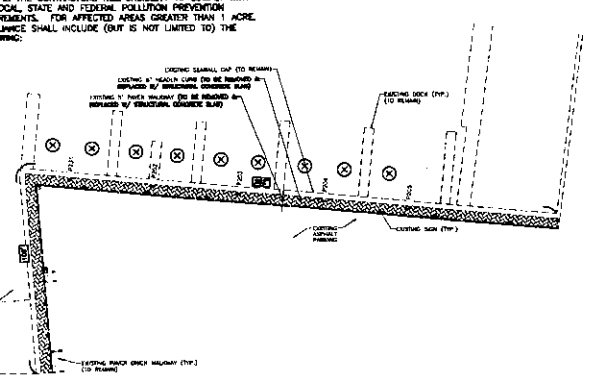


EXAMPLE OF ACTIVE WORK ZONE. LENGTH & NUMBER TO VARY. SEE ACTIVE WORK ZONE NOTES.



POLLUTION PREVENTION NOTES:

1.) THIS PLAN SHOULD BE USED AS A GUIDE. A COMPLETE STORMWATER POLLUTION PLAN SHOULD BE DEVELOPED TO MEET OR EXCEED F.D.E.P. REQUIREMENTS.

2.) CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO DIRT BE TRACKED OFF-SITE OR LEAVES THE SITE BY WIND, RUNOFF, OR OTHER MEANS.

3.) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL N.P.D.E.S. REQUIREMENTS INCLUDING FILING OF N.O.I., MONITORING REPORTS AND N.O.T.

4.) POLLUTION PREVENTION MEASURES SHALL CONSIST OF, BUT NOT LIMITED TO, THE FOLLOWING:

A. CONSTRUCT WASHROCK PAD AT ALL POINTS EGRESS FOR WASHDOWN OF TRUCK TIRES IF DETERMINED TO BE REQUIRED BY PROJECT ENGINEER (NOT ANTICIPATED).

B. CONSTRUCT EROSION CONTROL FENCE AND/OR TURBIDITY SCREENS ALONG WORK ZONES AS NEEDED.

C. NO AREA SHALL BE LEFT BARREN OR SUBJECT TO EROSION DURING CONSTRUCTION. SODDING IS REQUIRED FOR ANY AREAS ANTICIPATED TO BE BARREN DURING CONSTRUCTION FOR MORE THAN 15 DAYS.

D. TURBIDITY BARRIERS TO BE UTILIZED AT PROJECT AFFECTED AREAS/ACTIVE WORK ZONES TO PREVENT CHEMICAL PRODUCT FROM ESCAPING TO MARINA.

E. OTHER MEASURES AS DIRECTED BY THE TOWN ENGINEER OR TOWN OF LAKE PARK.

5.) IT IS THE CONTRACTORS RESPONSIBILITY TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL POLLUTION PREVENTION REQUIREMENTS. FOR AFFECTED AREAS GREATER THAN 1 ACRE, COMPLIANCE SHALL INCLUDE (BUT IS NOT LIMITED TO) THE FOLLOWING:

A. PREPARATION OF A STORMWATER POLLUTION PREVENTION PLAN (S.W.P.P.P.) IN ACCORDANCE WITH THE D.E.P. "GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES" (D.E.P. DOCUMENT NO. 62-621.300(4)(A))

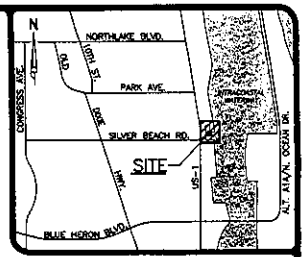
B. SUBMITTAL OF THE NOTICE OF INTENT (N.O.I.) TO THE D.E.P.

C. MAINTENANCE AND INSPECTION OF THE ELEMENTS OF THE S.W.P.P.P.

D. MAINTENANCE OF RECORDS (INSPECTION REPORTS, N.O.I, S.W.P.P.P., ETC.)

E. SUBMITTAL OF THE NOTICE OF TERMINATION TO THE D.E.P. AT THE CONCLUSION OF THE PROJECT

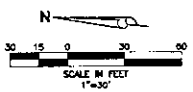
6.) CONTRACTOR TO ENSURE NO SEDIMENTS RUN OFF FROM ANY EXCAVATED MATERIAL STOCKPILED ADJACENT TO WORK ZONE. CONTRACTOR TO UTILIZE SILT FENCE, HAY BALES OR OTHER APPROVED MEANS TO CONTAIN ALL AFFECTED RUN OFF FROM STOCKPILED MATERIAL AND WORK ZONES.



SECTION 21, TOWNSHIP 42S., RANGE 43E.

LOCATION MAP

NOT TO SCALE



LEGEND

- TURBIDITY BARRIER
- SILT FENCE
- ⊗ BOATS TO REMAIN DURING CONSTRUCTION

ACTIVE WORK ZONE NOTES:

1. IT IS THE CONTRACTOR'S RESPONSIBILITIES TO DETERMINE THE MEANS AND METHODS OF INSTALLING AND MAINTAINING THE POLLUTION PREVENTION MEASURES OUTLINED ON THIS PLAN. CONTRACTOR TO COORDINATE WITH TOWN OF LAKE PARK MARINA DIRECTOR OR LIMITS OF PROPOSED ACTIVE WORK ZONES, NUMBER OF WORK ZONES PROPOSED, AND ANTICIPATED TIMING IN EACH ACTIVE WORK ZONE AREA. WORK CANNOT BEGIN IN ANOTHER WORK ZONE UNTIL ALL WORK IS COMPLETED IN THE CURRENT WORK ZONE. MARINA DIRECTOR TO COORDINATE WITH BOAT OWNERS TO EITHER RELOCATE BOATS OUT OF ACTIVE WORK ZONES, OR IN SOME CASES REPOSITION BOATS IN SLIPS TO THE EXTENT POSSIBLE TO ALLOW FOR TURBIDITY BARRIERS TO BE INSTALLED AND WORK TO PROCEED WHILE BOATS REMAIN IN SLIPS IN ACTIVE WORK ZONES. ACCESS TO BOATS LEFT IN ACTIVE WORK ZONES MUST BE MAINTAINED USING A GANGWAY(S) TO BE PROVIDED BY CONTRACTOR.

2.) CONTRACTOR TO ENSURE ACTIVE WORK ZONES ARE SAFE AND SECURE AT ALL TIMES, AND THAT POLLUTION PREVENTION MEASURES ARE INSTALLED AND EFFECTIVE. COORDINATE WITH TOWN OF LAKE PARK MARINA DIRECTOR REGARDING ACCESS TO BOATS DURING CONSTRUCTION.

3.) CONTRACTOR TO MAKE BEST EFFORTS TO PROTECT BOATS FROM CONSTRUCTION RELATED DUST.

SILT FENCE NOTES:

1.) SILT FENCE TO BE INSTALLED ON AN AS NEEDED BASED AS DIRECTED BY THE TOWN ENGINEER AND/OR THE TOWN OF LAKE PARK REPRESENTATIVES TO CONTAIN EXCAVATED SOIL DURING HEAVY RAINS. CONTRACTOR TO PROVIDE UNIT COST FOR COMPLETE INSTALLATION, AND MAINTENANCE DURING DURATION OF PROJECT FOR REQUIRED SILT FENCE. LENGTH WILL VARY AND WILL BE FIELD MEASURED BASED ON QUANTITY INSTALLED.

2.) THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).

3.) THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.

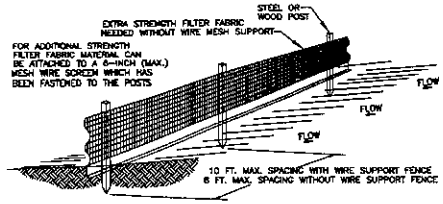
4.) POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).

5.) A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.

6.) WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.

7.) THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.

8.) THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.



SILT FENCE INSTALLATION DETAIL

N.T.S.

NOTE: SILT FENCE TO BE INSTALLED ON AN AS NEEDED BASED AS DIRECTED BY THE TOWN ENGINEER AND/OR THE TOWN OF LAKE PARK REPRESENTATIVES TO CONTAIN EXCAVATED SOIL DURING HEAVY RAINS. CONTRACTOR TO PROVIDE UNIT COST FOR COMPLETE INSTALLATION, AND MAINTENANCE DURING DURATION OF PROJECT FOR REQUIRED SILT FENCE. LENGTH WILL VARY AND WILL BE FIELD MEASURED BASED ON QUANTITY INSTALLED.

48 HOURS BEFORE DIGGING
BROWARD, DADE, PALM BEACH & MONROE COUNTIES
ST. LUCIE & MARTIN COUNTIES
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES NOTIFICATION CENTER

REVISIONS

SIMMONS & WHITE

DESIGN	DRAWN	CHECKED	APPROVED	DATE
R.R.	D.B.			

LAKE PARK MARINA
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
POLLUTION PREVENTION PLAN

JOB NO.	DRAWING NO.	SHEET
11-1088	11106(8)SO8	8 OF 8

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LAKE PARK HARBOR MARINA SEAWALL REMEDIATION
TOWN OF LAKE PARK BID NO. 103-2014

SCHEDULE OF OF BID ITEMS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
1	Indemnification.	1	Job	$100.00	$100.00
2	Performance & Payment Bond.	1	Job	L.S.	$_____
3	Mobilization, Incl. registration with the Town and permit (fee waived).	1	Job	L.S.	$_____
4	Pedestrain Safety; Incl. all signage, barriers equipment, labor and other incidentials to protect pedestrains from work zone. Coordinate with Marina Director.	1	Job	L.S.	$_____
5	Remove and dispose of existing lumber, plywood, carpet and fasteners; Incl. all labor, equipment, tools and materials.	1,182	S.Y.	$_____	$_____
6	Silt Fence; Incl. any material, equipment, and incidentials to complete work for silt fence install maintain and remove.	2,000*	L.F.	$_____	$_____
7	Gangway (4' wide access over excavation from solid surfacte to seawall cap) See Town Detail Sheet a.) Portable, ADA compliant, OSHA compliant, at fishing pier, fuel dock, and two floating docks. Anticipate two per phase.	2	Ea.	$_____	$_____
	b.) Portable, OSHA compliant at finger piers where boat cannot be relocated.	4	Ea.	$_____	$_____
8	Remove existing paver brick; Incl. removal of full width of pavers and stacking pavers neatly on Town provided pallets. Town will remove loaded pallets.	11,820	S.F.	$_____	$_____
9	Remove and dispose of 8" concrete header curb; Incl. labor, equipment, materials and tools and and other incidentials required to complete the work. Seperate disposal from bid item No. 11. SEE NOTE No. 1.	1,961	L.F.	$_____	$_____

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
10	Excavation of backfill; Incl. support and protection of existing utilities if encountered. See Bid Item 11.	1,789	L.F.	$_____	$_____
11	Removal and disposal of flowable fill and debris encountered during excavation. Measured per 10 C.Y. roll-off container.	5*	Ea.	$_____	$_____
12	Tieback recoating with coal tar epoxy; Incl. any labor, equipment, tools, materials, and other incidentials to complete the recoating of tiebacks exposed during excavation.	1,000*	L.F.	$_____	$_____
13	"Landside" chemical grouting; Incl. all labor, tools, equipment and materials and other incidentials necessary to complete the specified work (assumes 0.75 gal./vertical foot per joint, avg. 10 vertical feet per joint, 7.5 gallons per joint). SEE NOTE No. 2.	412.5*	Gallons	$_____	$_____
14	"Waterside" chemical grouting; Incl. all labor, equipment, materials and tools and other incidentials nessessaryto complete the specified work (Assumes 10 vertical fee per piling) SEE NOTE No.3	135*	Gallons	$_____	$_____
15	Wall drain concrete panel core 4"; Incl. all labor, materials, 4" weep hole assembly, tools and equipment and other incidentials necessary to complete the specified work.	110*	Ea	$_____	$_____
16	Backfill excavation (including 4' filter fabric at all joints) and recompact to 8" below seawall cap; Incl. all labor, equipment, materials and tools and other incidentials necessary to complete the work.	1,789	L.F.	$_____	$_____
17	Root Barrier Installation; Incl. all labor, equipment, materials, tools and other incidentials necessary to complete the work	125	L.F.	$_____	$_____
18	6" Stamped reinforced concrete structural walk-way; Incl. all labor, materials, reinforced tools/ equip., and other incidentials necessary to complete the specified work. Concrete color to be integral "Terra Cotta" color with a "running bond" stamp design.	1,358	S.Y.	$_____	$_____

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
19	Sod; Incl. all labor, material, tools and equipment and other incidentials necessary to complete the work. Floratam Sod to be placed adjacent to new concrete walkway where adjacent to grass areas.	999	S.Y.	$_____	$_____
20	Dow Corning 890 Silicon joint sealant; Incl. all labor, materials, tools and equipment, backer rod and other incidentials necessary to complete the specified work. Also includes all labor, tools materials & equipment to fill existing penetration holes in seawall cap.	1,951	L.F.	$_____	$_____
21	Pavement Restoration; Incl. all lobor, materials, tools, and equipment and other incidentials necessary to complete the removal and replace-ment of asphalt and base adjacent to the new sidewalk where walkway abuts asphalt parking.	608	L.F.	$_____	$_____
	TOTAL BASE BID ITEMS 1 THRU 21				**$_____**
	Written Amount $_____				
	ALTERNATE I - CREDIT from bid item No. 18, 6" Stamped Concrete with Integral Color: DELETE Stamped Concrete pattern, fininsh with broom finish ONLY (i.e., Integral Terra Cotta Color with Broom Finish).	1,358	S.Y.	$_____	$(_____)
	ALTERNATE II - CREDIT from bid item No. 18, 6" Stamped Concrete with Integral Color: DELETE both Stamped Concrete pattern and Integral color (i.e. concrete to be broom finished w/no coloring)	1,358	S.Y.	$_____	$(_____)
	ALTERNATE III - CREDIT from bid item No. 18, 1.) DELETE Structural Steel from 5'-8" wide portion of 6" stamped reinforced structural walkway. PROVIDE 6 x 6 woven wire fabric with fabric underlayment per Town Detail Sheet (i.e. maintain stamped pattern and color).	782	S.Y.	$_____	$(_____)
	a.) Delete stamped pattern, provide broom finish	782	S.Y.	$_____	$(_____)
	b.) Delete integral color	782	S.Y.	$_____	$(_____)

Continued Next Page

SUBMITTED BY: _____ Title: _____

NAME OF FIRM: _____

NOTES TO SCHEDULE OF BID ITEMS:

1. Existing sidewalks, paver walkways and intersecting curbs shall be neatly sawcut and preserved to ensure clean joint with proposed concrete structural slab.

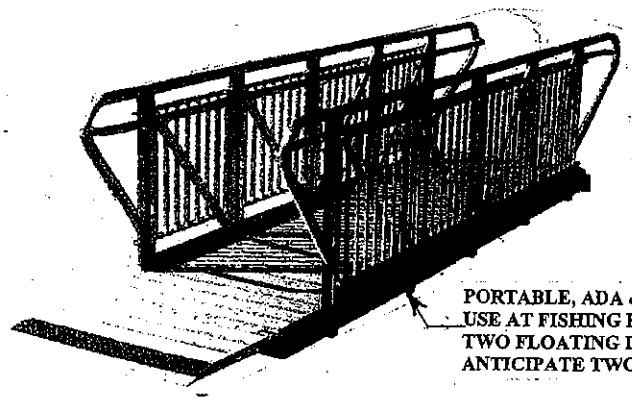
2. The number of joints to be grouted is unknown and will be field determined based on voids visually observed (or probed) following removal of plywood, pavers, and completion of excavation. For bidding purposes it is assumed 73 joints will be grouted, of which 75% (55 joints @7.5 gallons per joint = 412.5 gallons) will be landside grouting and 25% will be waterside grouting.

3. Each piling includes 2 joints/seams. All joints are to be attemped to be sealed utilizing the "Landside" technique. Waterside grouting will only be utilized if landside injection rods injection rods cannot be inserted to full depth. For bidding purposes it is assumed that 25% of 73 joints (18) joints will require waterside grouting at 7.5 gallons per joint for a total of 135 gallons.

* Assumed Quantity: Contractor to be paid based on actual field measured units.
Silt Fence-2000 L.F. is assumed. Contractor to coordinate with Town Rep. on required locations.
Tieback Recoating-1000 L.F. is assumed based on up to 5 L.F. of tieback rod will be exposed during excavation approx. 200 tieback rods.
Chemical Grout-73 joints assumed for bid purposes, actual number of joints to be field determined.
Wall Drain-110 cores based on 73 joints assumed to receive chemical grout, assumes 1.5 times that number of joints for panel cores (73 x 1.5 = 110 cores).
Flowable Fill & Debri Remove & Dispose: 5 - 10 C.Y. Roll-off containers are assumed (10 C.Y./200 ft.).

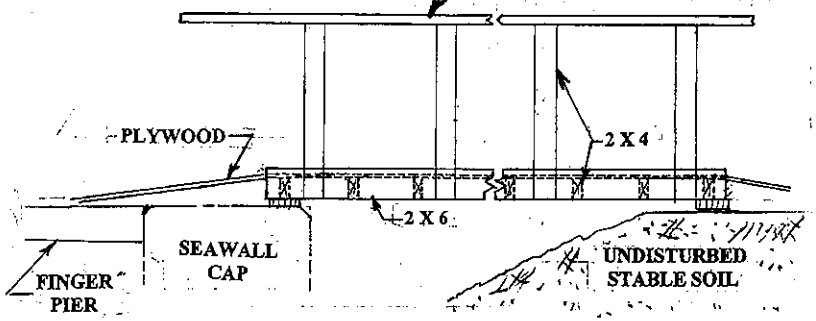
END OF SCHEDULE OF BID ITEMS

GANGWAYS



PORTABLE, ADA & OSHA COMPLIANT. USE AT FISHING PIER, FUEL DOCK AND TWO FLOATING DOCKS IN PHASE 2. ANTICIPATE TWO NEEDED PER PHASE.

PORTABLE, OSHA COMPLIANT. USE AT FINGER PIERS WHERE BOATS CAN NOT BE RELOCATED. ANTICIPATE THE NEED FOR FOUR IN ANY PHASE.



ALTERNATE III

CREDIT FROM BID ITEM NO. 18

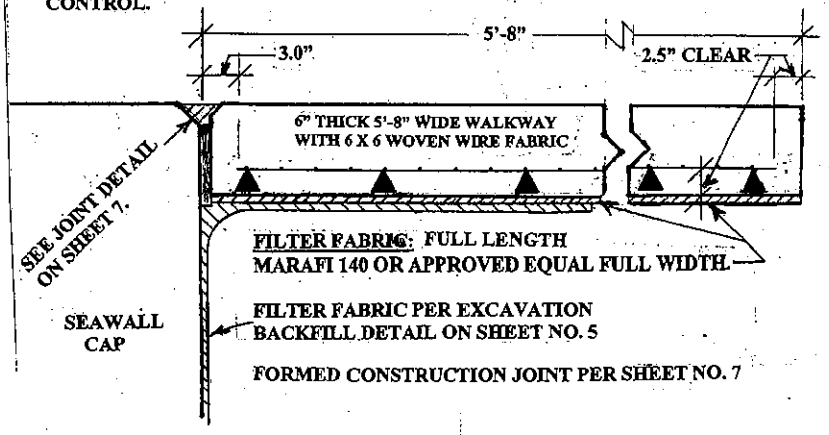
1.) DELETE STRUCTURAL STEEL FROM 5'-8" WIDE PORTION OF 6" STAMPED STRUCTURAL WALKWAY. PROVIDE 6 X 6 WOVEN WIRE FABRIC WITH FABRIC UNDERLAYMENT (I.E. MAINTAIN STAMPED PATTERN AND COLOR).

1 a.) DELETE STAMPED PATTERN. PROVIDE BROOM FINISH. TOOL JOINTS @ 5'-0"

1 b.) DELETE INTEGRAL COLOR.

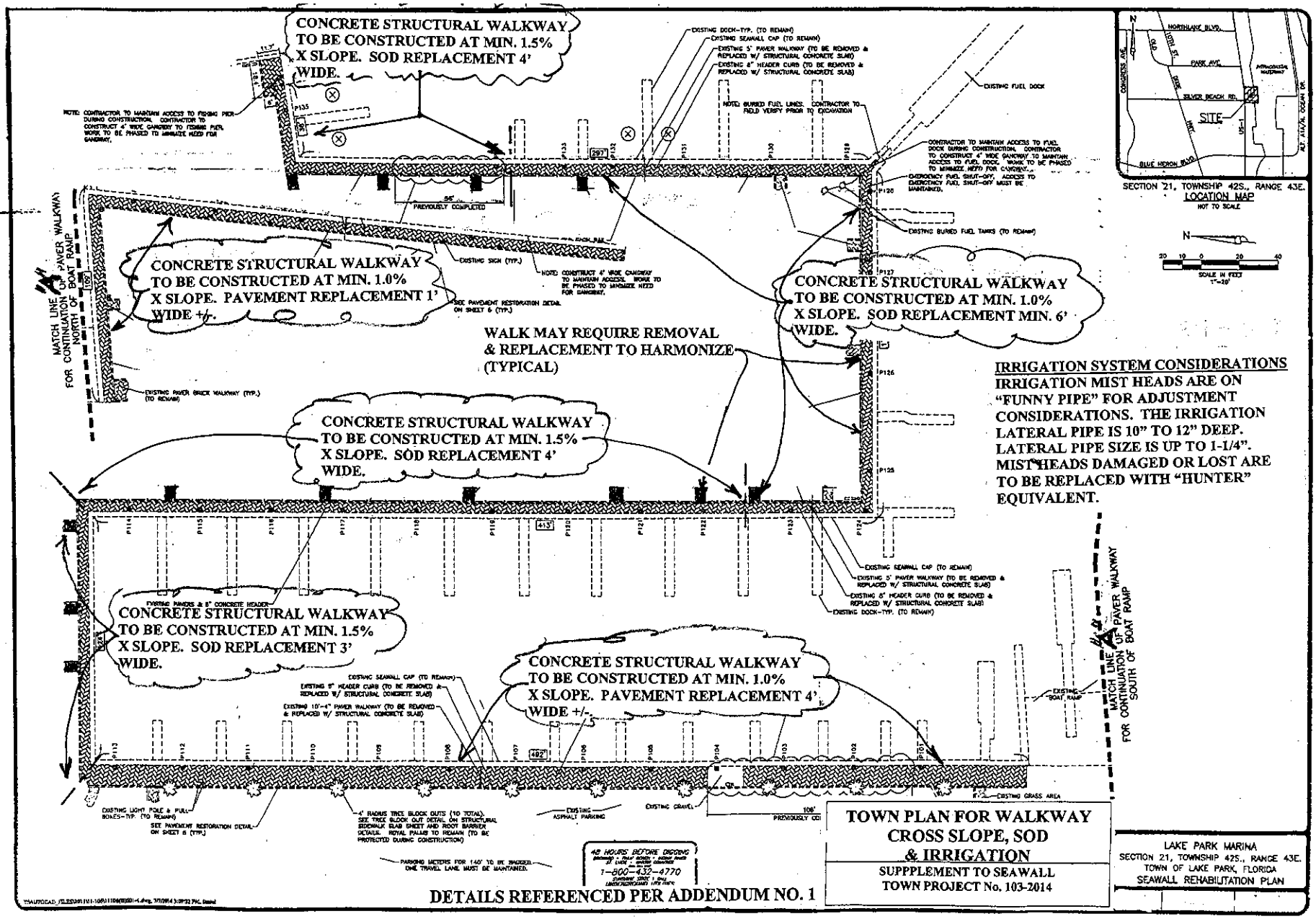
6 X 6 WOVEN WIRE FABRIC:
ACEROMEX REMESH ROLL 6X6-D1.4XD1.4 10G OR APPROVED EQUAL
TENSILE STRENGTH: > 610 MPa
YIELD STRENGTH:> 570 MPa
ELONGATION: <5%

WIRE FABRIC SUPPORT:
PCC AZTEC CASTLE CHAIR- 2.5" OR APPROVED EQUAL AS REQUIRED TO PROVIDE QUALITY CONTROL.



DETAILS REFERENCED PER ADDENDUM NO. 1

TOWN DETAIL SHEET
GANGWAY & SIDEWALK WITH WOVEN WIRE FABRIC
SUPPLEMENT TO SEAWALL
TOWN PROJECT NO. 103-2014



DETAILS REFERENCED PER ADDENDUM NO. 1

TOWN PLAN FOR WALKWAY CROSS SLOPE, SOD & IRRIGATION

SUPPPLEMENT TO SEAWALL
TOWN PROJECT No. 103-2014

LAKE PARK MARINA
SECTION 21, TOWNSHIP 42S., RANGE 43E.
TOWN OF LAKE PARK, FLORIDA
SEAWALL REHABILITATION PLAN

VI)

Public Works Department

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov

ADDENDUM NO. 1

TOWN OF LAKE PARK
PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
SEAWALL REMEDIATION PROJECT
LAKE PARK HARBOR MARINA
RFP NO. 106-2014

Each recipient of the Addendum No.1 to the Request for Proposal (RFP), who responds to the bid, acknowledges all of the provisions set forth in the RFP, and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the bid documents for *PROFESSIONAL CONSTRUCTION INSPECTION SERVICES, Town of Lake Park RFP No. 106-2014.*

A) PUBLISHED AD (Page 5) and SCOPE OF WORK (Page 23)
Clarification: The project is broken into six phases, however this contract for inspection services will only be for five phases. The Town will issue a separate purchase order for inspection services during the first phase (labeled Phase 3 in contract drawings) that is scheduled to begin the first half of October, 2014.

Clarification: It is estimated that the quality control inspector will be required to spend, on average, approximately 31 hours per week on site for the duration of the project. (See Item 'D' below.)

B) SCOPE OF WORK (Page 23)
The selected firm, at the completion of the project, shall submit a certificate of compliance to the building official, certified by a professional engineer, stating that the work was done in accordance with the permitted drawing. This certification process will only apply to those phases actually inspected by the selected firm.

C) SCHEDULE OF BID ITEMS (Page 28)
Add "ITEM NO. 10, Submittal of Signed and Sealed Certificate of Compliance, 1 Job, ESTIMATED COST".

D) TASK THREE – CONCRETE AND STEEL PLACING (Page 24)
DELETE the first bulleted item, "- Confirm proper placement [of] steel reinforcing bars or welded wire mesh and expansion material. Inspect forms for proper slope. EST. HOURS, 2". Note: This task will be performed by others.

Attachments: Simmons & White, Marina Seawall Remediation Engineering Report October 24, 2013 *(For reference only. Not a part of bid packet)*

Attachments (cont.):
Revised Scope of Work, Page 23
Revised Task Three, Page 24
Revised Schedule of Bid Items, Page 28

Bidders must acknowledge receipt of the Addendum Number 1 in the space provided below. This Addendum forms an integral part of the bid document and therefore must be executed. *Failure to return this addendum with your bid submittal may be cause for disqualification.*

Issued By: Town of Lake Park
Office of the Town Clerk
October 1, 2014

Signed By: _____
Vivian Mendez, CMC
Town Clerk

Bidder:

Signed By: _____
Print Name: _____
Title: _____
Date: _____

End of Addendum #1

SCOPE OF WORK

ARTICLE I. INTRODUCTION AND GENERAL DESCRIPTION OF SERVICES
(SUBMIT WITH RESPONSE TO RFP)

The Town of Lake Park is soliciting proposals from qualified PROFESSIONAL CONSTRUCTION INSPECTION FIRMS for services associated with the Lake Park Harbor Marina Seawall Remediation project. The selected firm must have a strong background in geotechnical analysis, along with the capability to monitor and report on contractor activities during soil remediation by chemical injection, soil backfill and compaction, concrete and asphalt placement, and concrete coring. The selected contractor will be required to submit to the Town daily field logs, reviewed and certified by a professional engineer, of the field technician's observations. The field technician, in conjunction with an off-site professional, should be prepared to serve as an independent third party in determining the extent and manner of soil remediation and be able to comment upon the contractor's adherence to the contract specifications.

The selected firm, at the completion of the project, shall submit a certificate of compliance to the building official, certified by a professional engineer, stating that the work was done in accordance with the permitted drawing. This certification process will only apply to those phases actually inspected by the selected firm.

The project has a 120 day completion deadline and is broken into ~~six~~ five phases with four specific inspection tasks to be completed in each phase. It is estimated that the quality control inspector will be required to spend, on average, approximately ~~32~~ 31 hours per week on site for the duration of the project. The hours will be determined by the general contractor's schedule.

TASK ONE – DEMOLITION AND EXCAVATION	EST. HOURS
- Report the area, measured in square yards, of the existing carpet covered plywood and lumber removed and disposed of.	1
- Report the lineal feet of concrete curbing demolished.	1
- Once exposed, mark areas of paver depressions. Upon removal of the pavers, use a steel rod to probe to depths up to ten feet deep to determine the extent of voids.	4
- Upon excavation of three feet of overburden, use a steel rod to probe any further suspect areas of poor soil compaction. Mark areas in need of soil remediation.	2
- Make field determinations regarding the necessity of removal of flowable fill and large debris as it may affect the chemical grout probe and backfill compaction. Document quantities of debris removed by contractor (unit price is based upon the number of 10 cubic yard dumpsters filled).	6
- Based upon probe test results, determine what areas are in need of clean backfill in advance of chemical grouting.	1
- Report the quantity of backfill material, measured in cubic yards, imported to the site (by Town crews) for placement in areas of large voids. Confirm maximum	

material placement by water jetting (These areas will be later injected with grout to achieve maximum density).	4
TOTAL ESTIMATED HOURS	19

TASK TWO – CHEMICAL GROUTING, SEAWALL CORING, BACKFILLING	EST. HOURS
- Monitor chemical injection process. Record quantities injected. Confirm tip of injection tube has reached design depth. Make recommendation to grout from waterside if necessary.	24
- Monitor waterside chemical injection process. Record quantities injected. Confirm all drilled grout holes completely penetrate the seawall. Record holes that do not go full depth. Confirm that all exposed steel and seawall penetrations have been properly coated and sealed.	12
- Confirm elevation of wall drain core to specification. Collect and label core locations. Examine for cut reinforcing steel and report. Confirm that exposed rebar has been coated in advance of wall drain placement.	12
- Confirm proper backfill above water table. Locate density tests and schedule.	6
TOTAL ESTIMATED HOURS	54

TASK TWO – CHEMICAL GROUTING, SEAWALL CORING, BACKFILLING	EST. HOURS
- Monitor chemical injection process. Record quantities injected. Confirm tip of injection tube has reached design depth. Make recommendation to grout from waterside if necessary.	24
- Monitor waterside chemical injection process. Record quantities injected. Confirm all drilled grout holes completely penetrate the seawall. Record holes that do not go full depth. Confirm that all exposed steel and seawall penetrations have been properly coated and sealed.	12
- Confirm elevation of wall drain core to specification. Collect and label core locations. Examine for cut reinforcing steel and report. Confirm that exposed rebar has been coated in advance of wall drain placement.	12
- Confirm proper backfill above water table. Locate density tests and schedule.	6
TOTAL ESTIMATED HOURS	54

TASK THREE – CONCRETE AND STEEL PLACING	EST. HOURS
~~- Confirm proper placement steel reinforcing bars or welded wire mesh and expansion material. Inspect forms for proper slope.~~	~~2~~
- Schedule slump test and concrete test cylinders with testing lab.	0.5
- Monitor concrete placement, confirm slump and water content. Confirm undisturbed reinforcing steel or welded wire mesh.	8
TOTAL ESTIMATED HOURS	~~10.5~~ 8.5

TASK FOUR – SITE WORK (Close-out of each Phase)	EST. HOURS
- Confirm the area of sod and soil (or asphalt) needed to be removed, measured in square yards, that is required to blend or 'harmonize' areas adjacent to the rear of poured concrete walkways.	3
- Confirm proper depth of re-set irrigation lines before backfill.	1
- Confirm irrigation operation.	2
- Confirm quantity of sod (or asphalt) replaced in harmonization areas.	2
TOTAL ESTIMATED HOURS	8

NOTE: The listed hours for each task are merely an estimate and are provided as an aid for evaluating bid submittals. The estimated times also provide the bidder with a general idea of the staffing commitment that will be required for the duration of the project.

PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA
TOWN OF LAKE PARK BID NO. 106-2014

SCHEDULE OF BID ITEMS

ITEM NO.	DESCRIPTION	QUANTITY (ESTIMATED)	UNIT	UNIT COST	ESTIMATED COST
1.	Indemnification	1	Job	$100.00	$100.00
2.	Bid Bond	1	Job		
3.	Mobilization and Registration w/ Town	1	L.S.		
4.	Engineering Technician Field Inspection Services	549	Hours		
5.	Travel Time (Round Trip)	64	Rnd. Trips		
6.	Travel Time (Call back)	16	One Way		
7.	Professional Engineer Field Report Review	16	One / Week		
8.	Professional Engineer (As needed)	16	Hours		
9.	Misc. Clerical Services	16	Hours		
10.	Submittal of Signed and Sealed Certificate of Compliance	1	Job		
	ESTIMATED PROJECT SERVICES: TOTAL ITEMS 1 THRU 9-10				

Written Amount $ _____

.....

Submitted By: _____

Name of Firm: _____

NOTES:

VII)

RESOLUTION NO. 38-10-14

A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CONTRACT BASED UPON RFP No. 106-2014 BETWEEN THE TOWN OF LAKE PARK AND GFA INTERNATIONAL INC., PROVIDING FOR THE PROFESSIONAL CONSTRUCTION INSPECTION SERVICES FOR THE MARINA SEAWALL REMEDIATION PROJECT.

WHEREAS, the Town of Lake Park ("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, pursuant to Florida Statutes; and

WHEREAS, the Town after soliciting competitive proposals for such services pursuant to the Town of Lake Park Request for Proposals, the Town and GFA International Inc. have agreed to enter into a contract based upon the terms and conditions of RFP No. 106-2014, which is referred to herein as the "Contract"; and

WHEREAS, the Town and GFA International Inc., have agreed to the contract to provide Professional Construction Inspection Services performed by GFA International Inc., for the Town in connection with the Lake Park Harbor Marina Seawall Remediation project; and

WHEREAS, the Town has budgeted funds in its current fiscal year budget which are available for the funding of this Contract, a copy of the Contract is attached hereto as **Exhibit "A"**; and

WHEREAS, the Town has determined that it is in the best interest of the Town to execute this contract with GFA International Inc.

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

Section 1.

The whereas clauses are hereby incorporated herein as true and correct.

Section 2.

The Mayor is hereby authorized and directed to execute the Contract between the Town of Lake Park and GFA International Inc., attached hereto as **Exhibit "A."**

Section 3.

This Resolution shall take effect immediately upon its adoption.

EXHIBIT A

Contract Agreement

AGREEMENT BETWEEN OWNER AND CONTRACTOR
PROFESSIONAL CONSTRUCTION INSPECTION SERVICES
(associated with the Seawall Remediation Project at the)
LAKE PARK HARBOR MARINA
TOWN BID NO. 106-2014

Upon execution by both parties, this Agreement shall serve as the Contract between the TOWN OF LAKE PARK ("Owner") and_____("Contractor") for the delivery of the bid items contained in the aforementioned contractor's bid response to the Town's Invitation For Bid No. 106 -2014. All terms, conditions, plans and specifications of Bid No. 106-2014, Addenda Nos. _____ and contractor's accepted bid, dated _____ _____shall apply to this Agreement, and are incorporated herein. In the event of conflict, the terms of the Town's bid shall take precedence. The total contract amount shall be based upon the UNIT PRICES submitted in the SCHEDULE OF BID ITEMS with respect to the DOCUMENTED NUMBER OF HOURS devoted to this project.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____day of _____, 2014: and _____authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

Attest:

By: _____
James DuBois, Mayor

_____ _____day of _____, 2014
Vivian Mendez, Town Clerk

(Town Seal)

Approved as to form and legality
For the use of and reliance by the
Town of Lake Park only:

By: _____
Thomas Baird, Town Attorney

____day of_____, 2014

Contractor:

_____
Name of Contractor

_____
Signature

_____
Print Name, Title

_____day of_____, 2014

(CORPORATE SEAL)

STATE OF FLORIDA)
):ss
COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2014 by _____ who (check one) [ ] is personally known to me or [ ] has produced _____ as identification.

_____
Notary Public, State of _____

_____
Print or Type Name of Notary Public

My commission expires:

The foregoing Resolution was offered by _____

who moved its adoption. The motion was seconded by _____

and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	_____	_____
VICE-MAYOR KIMBERLY GLAS-CASTRO	_____	_____
COMMISSIONER ERIN FLAHERTY	_____	_____
COMMISSIONER MICHAEL O'ROURKE	_____	_____
COMMISSIONER KATHLEEN RAPOZA	_____	_____

The Town Commission thereupon declared the foregoing Resolution No. 38-10-14 duly passed and adopted this _____ day of _____, 2014.

TOWN OF LAKE PARK, FLORIDA

BY: _____
JAMES DUBOIS
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

TAB 9

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 15, 2014 **Agenda Item No.** 9

Agenda Title: Award Disaster Debris Management and Support Services Contract to Thompson Consulting Services, LLC Based Upon Their Agreement with the Solid Waste Authority of Palm Beach County

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

Approved by Town Manager _____ **Date:** 9/30/14

_____
David Hunt / Public Works Director

Originating Department: **Public Works**	**Costs:** Funding Source: N/A Acct. #: N/A [ ] Finance _____	**Attachments:** **- End User Professional Services Agreement Between Lake Park and Thompson Consulting Services, LLC** **- Agreement for Disaster Debris Management and Support Services Between Solid Waste Authority of Palm Beach County and Thompson Consulting Services, LLC (Agreement No. 14-244)** **-Resolution No.** 39-10-14
Advertised: Date: _____ Paper: _____ **[X] 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.**

Summary Explanation/Background:
After a declared emergency, FEMA will reimburse municipalities for expenses paid out to a company that provides disaster debris management and support services only if the rates paid are established by a competitive bid process. The Solid Waste Authority of Palm Beach County (SWA) has

awarded Agreement No. 14-244 to Thompson Consulting Services, LLC, based upon their low bid submittal for services in the unincorporated areas. Article 35 of this contract allows for agreements with other governmental entities under the same terms and conditions, for the same prices and for the same effective period as specified in Agreement No. 14-244.

Thompson Consulting Services, LLC has agreed to support the Town during a disaster recovery effort and can be responsible for the overall monitoring of debris collection, if the Town so desires. They shall coordinate with the disaster debris removal contractor and the Town to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines. Thompson Consulting Services, LLC has agreed to enter into an agreement with the Town where both parties agree to be bound by the terms and conditions of the Solid Waste Authority of Palm Beach County Agreement No. 14-244.

No fees are required to maintain this agreement. Funds shall only be disbursed upon receiving services.

Recommended Motion: I move to adopt Resolution No. 39-10-14

RESOLUTION NO. 39-10-14

A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF ENGAGEMENT WITH THE DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES FIRM OF THOMPSON CONSULTING SERVICES, LLC TO ASSIST THE TOWN IN MONITORING AND REPORTING DEBRIS REMOVAL ACTIVITIES IN THE EVENT OF A HURRICANE OR DISASTER; 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, pursuant to Florida Statutes; and

WHEREAS, the Town may require the services of a contractor to be responsible for the overall monitoring of debris collection and to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines associated with the clearing of public property and public right-of-ways after a major hurricane or disaster; and

WHEREAS, the Solid Waste Authority of Palm Beach County (SWA) previously issued a Request For Proposals (RFP) in accordance with the SWA's purchasing requirements, requesting proposals from qualified debris management and support services contractors in order to have in place a standby agreement with a company to provide timely and effective monitoring and reporting of debris collection activities after a storm event; and

WHEREAS, The SWA team Selection Committee thoroughly reviewed all proposals and selected a company on the basis of their low Fee Schedule; and

WHEREAS, the SWA awarded a contracts to Thompson Consulting Services, LLC with the condition that the contractor agrees that the Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in the Agreement; and

WHEREAS, Town staff has recommended to the Town Commission of the Town of Lake Park, that it is in the best interest of the Town to "piggyback" off of the SWA Agreement No. 14-244, and to have in place a standby agreement with Thompson Consulting Services, LLC.

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

Section 1. The foregoing recitals are true and correct findings of fact of the Town Commission of the Town of Lake Park, and are hereby incorporated herein by reference.

Section 2. Thompson Consulting Services, LLC is hereby approved by the Town Commission of the Town of Lake Park to provide Project/Operations Management, Collection Monitoring, Data Processing and Management, Debris Vehicle Certification, Damage Complaint Tracking, Data Compilation and Reporting, Payment Monitoring and Reconciliation Processing, and Reporting and Coordinating with the Town's Project/Operations Manager, and any other related services as outlined in the Agreement. The Town reserves the right to select which specific services the Consultant will provide and to add or delete services throughout the term of the Agreement with mutual consent, and the Mayor is hereby authorized to execute a letter of engagement between the Town and Thompson Consulting Services, LLC. The Agreement shall be reviewed as to form and legal sufficiency by the Town Attorney.

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

End User Professional Services Agreement
General Terms and Conditions

This **Professional Services Agreement** ("Agreement") is dated September 8, 2014, by and between **Thompson Consulting Services, LLC** (hereinafter referenced as "Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and the Town of Lake Park (hereinafter referenced as "Client" or "End User"), a political subdivision of the State of Florida, with offices at 535 Park Avenue, Lake Park, FL 33403;

Whereas, Consultant has entered into an agreement for Disaster Debris Management and Support Services (Agreement Number 14-244) effective as of June 18, 2014 – June 17, 2017 with the Solid Waste Authority of Palm Beach County (hereinafter referred to as "Authority Contract");

Whereas, the Authority Contract acknowledges that the End User may enter into an agreement with the Consultant through the Authority Contract;

Whereas, Client desires to be an End User under the Authority Contract;

Whereas, both parties hereby agree to be bound to the terms and conditions of the Authority Contract (attached as **Exhibit A**);

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall mirror the remaining term of the Authority Contract from the date of execution. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with **Exhibit A** attached hereto.

3. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

4. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

5. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in the Authority Contract. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party.

6. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

7. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

8. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

9. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety (including,

but not limited to, any supervision of operations of others, training, audit or observation of safety programs of others) and safety of persons other than Consultant's employees. Client acknowledges that Consultant has no responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security or safety.

10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving thirty (30) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement concerning ongoing or future obligations and contractual responsibilities and interpretation thereof shall survive its termination, including but not limited to those obligations found in sections 3, 6, 7, 8, 11, 13 & 14.

11. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

12. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	Town of Lake Park, FL
Attention:	
Address:	

Consultant:	Thompson Consulting Services, LLC
Attention:	Nate Counsell, Vice President
Address:	1135 Townpark Avenue
	Suite 2101
	Lake Mary, FL 32746

13. MISCELLANEOUS

A. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

B. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

End User Professional Services Agreement
General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Town of Lake Park, Florida	Thompson Consulting Services, LLC
By: _____	By: Nate Counsell
As its: _____	As its: Vice President
Date: _____	Date: _____
Address: _____	Address: Thompson Consulting Services, LLC
_____	1135 Townpark Avenue
_____	Suite 2101
_____	Lake Mary, Florida 32746

Please return executed copy of these terms and conditions to the attention of:
Kyle Hoyle
(407) 792-0018 – Phone

thompson

End User Professional Services Agreement
Authorization for Services

EXHIBIT A

YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

AGREEMENT FOR

DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

THOMPSON CONSULTING SERVICES, LLC

AGREEMENT NO. 14-244

TABLE OF CONTENTS

ARTICLE		PAGE
1.	Effective Date	1
2.	Services to be Performed by Consultant	1
3.	Compensation	1
4.	Insurance	2
5.	Standard of Care	3
6.	Indemnification	3
7.	Independent Consultant	3
8.	Authority to Practice	3
9.	Compliance with Laws	4
10.	Sub-Consulting	4
11.	Federal and State Taxes	4
12.	Availability of Funds	4
13.	Authority's Responsibilities	4
14.	Default	4
15.	Termination for Convenience	5
16.	Uncontrollable Forces	5
17.	Public Records	5
18.	Remedies	5
19.	Non-Discrimination	5
20.	Waiver	6
21.	Severability	6
22.	Entirety of Agreement	6
23.	Modification	6
24.	Successors and Assigns	6
25.	Contingent Fees	6
26.	Truth-in-Negotiation Certificate	7
27	Ownership of Documents	7
28.	Access and Audits	7
29.	Inspector General	7
30.	Notice	8
31.	Contract Administration	8
32.	Key Personnel	8
33.	Small Business Enterprise (SBE)	9
34.	Scrutinized Companies	9
35.	Agreements with other Governmental Entities	9
36.	Florida Highway Administration (FHWA) Form 1273	9
37.	Buy America Requirements	9
38.	Disadvantaged Business Enterprises	10
39.	Certification Regarding Suspension and Debarment	10
40.	Access to Records and their Retention	11
41.	Audit Requirements	11
42.	National Environmental Policy Act (NEPA)	11
43.	Americans with Disabilities Act	11
44.	Compliance with Title VI, Title VII and other Federal Laws & Regulations	11
45.	Convict Labor Prohibition	12
46.	Certification Regarding Lobbying Activities	12
	Agreement Execution	13

EXHIBITS

A. Scope of Work 14
B. Fee Schedule 18
C. SBE Plan 19
D. FEMA 322 Public Assistance Guide 20
E. FHWA Form 1273 21
F. Buy America Requirements 31

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, between the **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and Thompson Consulting Services, LLC (hereinafter referred to as CONSULTANT), a Delaware limited liability company, whose Federal Employer ID Number is 45-2015453:

Whereas, AUTHORITY desires to employ the services of the CONSULTANT for the purpose of providing disaster debris management and support services; and,

Whereas, CONSULTANT represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The term of this Agreement shall commence on **June 18, 2014** and shall continue until **June 17, 2017** unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement until **April 17, 2021** at the same terms and conditions with approval from the AUTHORITY'S Governing Board. Extension of the Agreement beyond the initial period, and any option subsequently exercised, is an AUTHORITY prerogative, and not a right of the CONSULTANT. This prerogative will be exercised only when such continuation is clearly in the best interest of the AUTHORITY. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the services as specifically stated in the Scope of Work, attached hereto and made a part hereof as Exhibit A, and/or as may be specifically designated and authorized by the AUTHORITY. Such authorizations which will be referred to as Consultant Services Authorizations (CSA) shall each set forth the specific services required, the amount of compensation, and the completion date. In addition the CONSULTANT may employ the use of sub-consultant(s) whose services are necessary to the CONSULTANT in the provision of services and upon specific approval in an individual CSA. In such case the sub-consultant, the specific services to be performed and his/her compensation (including a not-to-exceed amount) shall be identified as part of the CSA. The AUTHORITY, by virtue of this Agreement, gives the CONSULTANT no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this Agreement is in full force and effect.

ARTICLE 3 - COMPENSATION

The AUTHORITY shall pay CONSULTANT in accordance with the Fee Schedule, attached hereto and made a part hereof as Exhibit B.

In addition, the parties may negotiate a lump sum or not-to-exceed amount on a per-project basis on an individual CSA. Invoices must reference the current Agreement or CSA number (if any).

CONSULTANT shall submit a monthly invoice for services rendered. Invoices shall include a statement of progress made regarding the project, a description of services rendered and a breakdown of hours spent on the project. There shall be no reimbursable expenses allowable.

Payment of invoices shall be due and payable within thirty (30) days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable, c/o Michelle Napier

CONSULTANT will clearly mark its final/last billing with the words "Final Invoice". This will certify that all services have been fully performed under this Agreement and that all charges and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the final invoice, shall be waived by CONSULTANT.

ARTICLE 4 - INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than $1,000,000 for each occurrence, and with property damage limits of not less than $1,000,000 for each occurrence.

2. **Automobile Liability** Insurance with bodily injury limits of not less than $1,000,000 for each person and not less than $1,000,000 for each accident and with property damage limits of not less than $1,000,000 for each accident.

3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 aggregate.

4. **Excess Liability** Insurance with limits of not less than $5,000,000 annual aggregate.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONSULTANT shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY. CONSULTANT shall include AUTHORITY as an **additional insured** on all liability insurance policies required by the Agreement. All of CONSULTANT 'S sub-consultants shall be required to include AUTHORITY and CONSULTANT as **additional insured** on all of their liability insurance policies.

CONSULTANT'S naming of the AUTHORITY as an additional insured on all of its liability insurance policies pursuant to this Agreement shall afford coverage only for the grossly negligent and willful acts of CONSULTANT pursuant to this Agreement and is limited to the terms and conditions of indemnity provisions in the Agreement. Notwithstanding anything herein to the contrary, CONSULTANT shall in no way be responsible for the defense or indemnity of matters arising or resulting from the AUTHORITY'S negligence, errors or omissions or willful misconduct.

In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-consultants insurance coverage.

The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONSULTANT shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONSULTANT

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Consultant, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Consultant and not as employees or agents of the AUTHORITY.

The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONSULTING

The AUTHORITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant under this Agreement.

If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONSULTANT be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

The AUTHORITY may, by written notice of default to the CONSULTANT, terminate the Agreement in whole or in part if the CONSULTANT fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONSULTANT, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONSULTANT shall be liable for any excess costs incurred due to this action.

If it is determined that the CONSULTANT was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONSULTANT), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 - TERMINATION FOR CONVENIENCE

The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONSULTANT, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONSULTANT has the right to withdraw, without adverse action, from the entire Agreement.

Unless directed differently in the Notice of Termination, the CONSULTANT shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONSULTANT shall terminate outstanding orders and/or subcontracts related to the terminated work.

Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

Neither the AUTHORITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 – PUBLIC RECORDS

The CONSULTANT shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law) for records related to this Agreement.

ARTICLE 18 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 19 - NON-DISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

ARTICLE 20 - WAIVER

A waiver by either AUTHORITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 21 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 22 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 23 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 24 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 25 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 26 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 27 - OWNERSHIP OF DOCUMENTS

CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 28 - ACCESS AND AUDITS

CONSULTANT shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by FEMA'S 322 Public Assistance Guide, page 114, as amended, incorporated in this Agreement as Exhibit D. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit

In the event records retention requirements in Florida Statutes Chapter 119 and 257 exceed those of FEMA, the records shall be retained to comply with State of Florida requirements.

ARTICLE 29 - INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 30 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Mark Eyeington, Chief Operations Officer
Office No.: 561-640-4000 Fax No.:561-640-3400 Email: meyeington@swa.org

AS TO CONSULTANT

1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746
Attention: Nathaniel Counsell, Vice President
Office No.: 407-792-0018 Cell No.: 407-619-2781 Email: ncounsell@thompsoncs.net

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and AUTHORITY.

ARTICLE 31 - CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of Mark Eyeington, Chief Operations Officer, or his or her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 32 - KEY PERSONNEL

CONSULTANT shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Jon M. Hoyle, President
Nathaniel Counsell, Vice President
Eric Harrison, Post-event Operations Practice Manager

ARTICLE 33 - SMALL BUSINESS ENTERPRISE (SBE)

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for small business participation in contracts and purchases. CONSULTANT'S submitted Plan showing how he/she will assist the AUTHORITY in achieving this goal is incorporated into this Agreement as Exhibit C. The AUTHORITY will require periodic documentary proof, acceptable to the AUTHORITY, of the implementation, progress, and final outcome of the proposed Plan. Failure to implement the Plan, or achieve reasonable interim progress, or achieve the final goal reflected in the Plan, may be considered by the AUTHORITY as failure to perform a material provision of this Agreement.

ARTICLE 34 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any Agreement with the AUTHORITY, or performing any work in furtherance hereof, CONSULTANT hereby certifies that CONSULTANT and CONSULTANT'S affiliates, suppliers, sub-consultants and consultants who will perform hereunder, have not be placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this CONSULTANT may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

ARTICLE 35 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

The CONSULTANT agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONSULTANT deem it in the best interest of their business to do so.

The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from resolicitation.

ARTICLE 36 - FLORIDA HIGHWAY ADMINISTRATION (FHWA) FORM 1273

This Agreement incorporates all of the provisions set forth in the document commonly known as FHWA Form 1273, Exhibit E, which is attached hereto and incorporated by reference as part of this Agreement. The term "contractor," as used in Exhibit E, shall apply to and mean the CONSULTANT, who may also be referred to in Exhibit E as the "prime contractor", "bidder", "proposer", "prospective primary participant", "prospective participant", "participant" or the like. The CONSULTANT will perform the duties and obligations of the other contracting party regardless of the description or label used in FHWA Form 1273, Exhibit E.

The CONSULTANT shall comply with the Davis-Bacon wages rates to the extent applicable to the work performed under this Agreement. The provisions of the Davis-Bacon Act do not apply to debris removal work unless such work is done in conjunction with a construction project or "linked" to a particular Federal highway. Wage rate tables may be found at www.dot.state.fl.us/construction. Said wage rate tables are incorporated into and made a part of this Agreement by reference.

ARTICLE 37 - BUY AMERICA REQUIREMENTS

The CONSULTANT agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), and FHWA's implementing regulations at 23 CFR 635.410, as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth

in Exhibit F, which is attached hereto and incorporated by reference as part of this Agreement. CONSULTANT shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, FHWA, and FEMA, to the extent applicable.

ARTICLE 38 - DISADVANTAGED BUSINESS ENTERPRISES

This provision shall supplement Article 36 of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONSULTANT shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the CONSULTANT to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONSULTANT signs with a sub-consultant must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONSULTANT will provide the AUTHORITY with a copy of each subcontract it enters into.

The CONSULTANT is required to pay its sub-consultants performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONSULTANT'S receipt of payment for that work from the AUTHORITY. The CONSULTANT may not hold any retainage from its sub-consultants unless pursuant to an agreement approved by the AUTHORITY. The CONSULTANT shall return all retainage payments withheld within thirty (30) days after the sub-consultant's work has been satisfactorily completed.

The CONSULTANT shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all sub-consultants indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONSULTANT shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation's (FDOT) website found at www.dot.state.fl.us/equalopportunityoffice. Audits may be conducted to review payments to DBE sub-consultants. The CONSULTANT will fully cooperate with the AUTHORITY, FDOT, FHWA or FEMA regarding the monitoring of sub-consultants and payments made thereto.

ARTICLE 39 - CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONSULTANT shall verify that neither the CONSULTANT, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.

The CONSULTANT agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONSULTANT must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The CONSULTANT acknowledges and affirms that by signing and submitting its bid or proposal, the CONSULTANT made the certification described in Section X of the attached FHWA Form 1273, Exhibit E. CONSULTANT'S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONSULTANT further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

ARTICLE 40 - ACCESS TO RECORDS AND THEIR RETENTION

This provision shall supplement Article 27 of the Agreement. The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONSULTANT agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved. The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

The CONSULTANT shall make all of its books, records, and other documents related, in any manner to its or its sub-consultants' performance of the Agreement, available to the AUTHORITY and any other funding entity (*e.g.*, FDOT, FHWA, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the CONSULTANT'S place of business or if CONSULTANT'S place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONSULTANT shall also require its sub-consultants to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONSULTANT.

ARTICLE 41- AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONSULTANT agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONSULTANT agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FHWA, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONSULTANT'S performance of the Agreement.

ARTICLE 42 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The CONSULTANT shall cooperate with the AUTHORITY, FDOT, FHWA and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

ARTICLE 43 - AMERICANS WITH DISABILITIES ACT

The CONSULTANT does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, et seq.), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FHWA, FEMA and other Federal-aid agencies.

ARTICLE 44 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONSULTANT does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, *et. seq.* and 3601 *et.seq.*), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FHWA, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

ARTICLE 45 - CONVICT LABOR PROHIBITION

The CONSULTANT does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

ARTICLE 46 - CERTIFICATION REGARDING LOBBYING ACTIVITIES

A bidder or proposer for an award of certain Federal-aid contracts in the amount of $100,000 or more, must file the certification required by 49 CFR Part 20. The CONSULTANT confirms that by signing and submitting a bid or proposal for the work covered by this Agreement, it made the certification described in Section XI of the attached FHWA Form 1273, Exhibit E.

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In Witness Whereof, this Agreement has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. _____

2. _____

By: _____ For
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: _____
General Counsel to the Authority

THOMPSON CONSULTING SERVICES, LLC:

Attest:

_____
Corporate Secretary

By: _____
(Corporate Seal)

Witness:

1. _____

2. _____

Name: Jon Hoyle

Title: President

SCOPE OF WORK

1. General Requirements

The CONSULTANT must be knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The CONSULTANT will support the AUTHORITY during a disaster recovery effort and will be responsible for the overall monitoring of debris collection. The CONSULTANT shall coordinate with the Disaster Debris Removal Contractor(s) and the AUTHORITY to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.

The AUTHORITY intends to utilize an automated debris management system (ADMS) and anticipates that the Disaster Debris Removal Contractor(s) will provide vehicle certification placards.

The AUTHORITY will provide a Field Service Representative for each AUTHORITY'S Franchise Service Area (1-5) to oversee and monitor the collection activity within these service areas and to work directly with the Disaster Debris Removal Contractor(s) and the CONSULTANT to schedule all work. The AUTHORITY will provide temporary debris management sites (DMS).

The AUTHORITY currently has an Enterprise GIS System which utilizes ESRI's ArcGIS Server, ArcGIS Desktop Advanced, and Microsoft's SQL Server. Data is published to staff and the public using Rolta's Onpoint, which is a thin client for ESRI's ArcServer.

The AUTHORITY'S Disaster Debris Removal Contractor(s) will provide the manpower and collection equipment in a timely manner to safely remove disaster debris as soon as possible. Additionally, the AUTHORITY'S Disaster Debris Removal Contractor(s) will open and operate DMS and immediately begin processing material on site and begin shipping material to final destination within ten (10) days of opening.

Task Orders will be issued against the Agreement, as necessary to complete work. What follows is a general description of the work anticipated.

2. Scope of Services

The scope of services to be provided pursuant to this Agreement includes, but is not limited to Project/Operations Management, Collection Monitoring, ADMS, Data Processing and Management, DMS Monitoring, Debris Vehicle Certification, Damage Complaint Tracking, Data Compilation and Reporting, Payment Monitoring and Reconciliation Processing, Reporting and Coordinating with the AUTHORITY'S Project/Operations Manager, and other related services as outlined in this section.

The AUTHORITY reserves the right to select which specific services the CONSULTANT will provide and to add or delete services throughout the term of this Agreement with mutual consent.

2.1 Project/Operations Management

CONSULTANT will be responsible for Project/Operations Management of the debris monitoring activities for the AUTHORITY. This responsibility includes providing an experienced Project/Operations Manager, supplying a temporary field office for the monitoring staff, and coordinating and meeting with

the AUTHORITY, field staff and contractors. Additionally, CONSULTANT will be responsible for hiring, training, deploying, scheduling and monitoring the activities of its collection monitors.

2.2 Collection Monitoring

The CONSULTANT will be responsible for monitoring and certifying all AUTHORITY'S authorized collection activities. This responsibility includes monitoring and certifying all debris loads to ensure eligibility for federal reimbursement, providing trained collection monitors, exercising quality control over the debris monitoring activity, and providing daily feedback to the AUTHORITY. CONSULTANT shall ensure that all Disaster Debris Removal Contractor(s) loads are correctly captured by their ADMS.

The CONSULTANT shall photographically document daily collection activities. CONSULTANT shall identify and document all leaners, hangers and stumps and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.

Additionally, the CONSULTANT shall coordinate with the AUTHORITY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc.

CONSULTANT'S staff should be equipped with modern communication equipment. CONSULTANT shall have the ability to maintain shapefiles or geodatabases of collection passes, customer complaints and leaners, hangers and stumps including photos, and to track these issues using a GIS and provide an updated shapefile or geodatabase to the AUTHORITY on an appropriately determined schedule.

2.3 ADMS

Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, recent advances in automated debris management tracking systems provided real-time, automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.

The CONSULTANT shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for had written and scanned tickets. The ADMS features shall include, at a minimum, the following:

1. Paperless electronic (handheld device) load ticket generation and data collection;
2. Debris vehicle certification data capture at certification site;
3. Encrypted and secure field data transfer (field to DMS, DMS to server);
4. Accessible secure database for government and Disaster Debris Removal Contractor(s) use. Database will be internet accessible by Disaster Debris Removal Contractor(s), AUTHORITY, State and other public entities on a need to know basis;
5. Minimal manual entry of load ticket data fields (e.g., load call, type of debris);
6. Automation of debris pickup location thru use of GPS technologies;
7. Evaluation of daily event status using web-based reporting and GIS tools;
8. Coordination of Disaster Debris Removal Contractor(s) invoices, FEMA documentation and applicant payment process enabled thru an integrated database management system;
9. CONSUTLANT shall use an ADMS during the performance of services under this agreement for managing the collection, transport, and/or disposal of debris.

The AUTHORITY has Interlocal Agreements for Disaster Debris Management with municipalities to deliver eligible storm debris to AUTHORITY'S DMS. These municipalities may choose to use the current AUTHORITY'S paper load ticket system.

The municipalities must submit a legible and complete paper load ticket at the AUTHORITY'S DMS with each load. The AUTHORITY will provide the truck certification, placard, and load tickets for these municipalities. CONSUTLANT will be responsible to enter paper load ticket data.

2.4 DMS Monitoring

The CONSULTANT will provide DMS monitors and spotters to observe and document the unloading, processing and loading of debris in accordance with FEMA requirements and the AUTHORITY'S Debris Management Plan. This responsibility includes estimating the load volume, completing the ADMS load tickets and signing and certifying that the information is complete and accurate. Additional responsibilities include conducting pre-use and post-use environmental monitoring, ensuring that the truck certifications are accurate, ensuring that all collection vehicles are equipped with the necessary safety restraints, coordinating with all federal, state and local agencies, and keeping accurate records.

2.5 Debris Vehicle Certification

The CONSULTANT will be responsible for measuring and capturing data elements for each Disaster Debris Removal Contractor(s) vehicle in accordance with FEMA requirements utilizing their ADMS. Additionally, CONSULTANT will take a photograph of each vehicle showing the vehicle number and type of vehicle. CONSULTANT will also perform random verifications once per week at each DMS to ensure that no vehicle modifications have been made.

2.6 Damage Complaint Tracking

The CONSULTANT shall assist the AUTHORITY with tracking, managing, reporting and customer follow-up through to resolution of all damage complaints resulting from debris removal activities. The AUTHORITY desires the complaints to be tracked using a GIS including linked photos.

2.7 Data Compilation and Reporting

The CONSULTANT will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certifications, project records, photos and manifests, etc., to support federal (FEMA), state and local reimbursements, and subsequent audits.

The CONSULTANT will be responsible for providing regular status updates to the AUTHORITY. This reporting will include creating, updating and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and leaner information and images. All electronic reporting will be provided in a format acceptable to the AUTHORITY and the AUTHORITY shall have access to the database to perform queries and produce reports. The AUTHORITY will require the CONSULTANT to meet minimum standards for the timeliness of data reporting.

2.8 Payment Monitoring and Reconciliation Processing

The CONSULTANT will be responsible for reviewing, validating and reconciling Disaster Debris Removal Contractor(s) invoices prior to submission to the AUTHORITY for processing.

2.9 Other Related Services

Additional services the AUTHORITY desires the CONSULTANT to provide include the following:

A. Assistance to the AUTHORITY in preparing final reports for reimbursement by FEMA, FHWA and other agencies;
B. Providing professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Department of Forestry (DOF), and FEMA regulatory and reporting requirements, as well as any other federal, state, or local regulation applicable to debris management;
C. Ensuring that the processing of federal funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring the accuracy of invoices, payroll, monitoring information, reports, ADMS data, vehicle certifications, and operating data;
D. Meeting with AUTHORITY'S representatives and the Disaster Debris Removal Contractor(s) daily during disaster event activation. Meeting with the AUTHORITY'S Project Manager or his/her designee at least once per year at no cost to the AUTHORITY prior to hurricane season, and;
E. Additional services that the PROPOSER wishes to propose or that the AUTHORITY and the CONSULTANT agree to add at later date.

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EXHIBIT B

FEE SCHEDULE

ITEM NO / POSITION DESCRIPTION	ESTIMATED ANNUAL HOURS	UNIT PRICE PER HOUR	EXTENSION
1. Project Office/Principal	200	$89.00	$17,800.00
2. Project Manager	700	$89.00	$62,300.00
3. Operations Manager	1,900	$62.50	$118,750.00
4. FEMA Reimbursement Manager	500	$95.00	$47,500.00
5. Operations Specialist	700	$49.00	$34,300.00
6. Field Supervisor	8,000	$49.00	$392,000.00
7. Engineer/Scientist/Professional	400	$89.00	$35,600.00
8. Environmental Consultant	700	$75.00	$52,500.00
9. Environmental Field Technician	700	$62.50	$43,750.00
10. Data Manager	700	$59.00	$41,300.00
11. GIS Analyst/Specialist	200	$49.00	$9,800.00
12. Administrative Support	1,200	$25.00	$30,000.00
13. DMS Monitor	22,000	$35.00	$770,000.00
14. Field Monitor	43,000	$35.00	$1,505,000.00
15. Call Center Operator	4,300	$25.00	$107,500.00
16. Data Entry Clerk-Paper Ticket	500	$25.00	$12,500.00
TOTAL CONTRACT PRICE: (Items 1 - 16)			$3,280,600.00

Fees shall be fully loaded and include all expenses and equipment, including but not limited to, ADMS, travel related expenses, meal allowanees, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task.

EXHIBIT C

SBE PLAN

The CONSULTANT is committed to the SBE Participation Plan and will make every effort to achieve AUTHORITY'S participation goal in procurement through sub-consulting to SBEs.

In response to the Request for Proposals, RFP No. 14-244/MRK, the CONSULTANT provided a list of certified SBE sub-consultant who will be used on this Agreement. The CONSUTLANT teamed with CES Consultants, Inc. (CES). CES is SBE certified with the Palm Beach County Office of Small Business Assistance. The CONSULTANT agrees to sub-consult 30% of this Agreement to CES.

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FEMA 322
PUBLIC ASSISTANCE GUIDE

CHAPTER 5

PROJECT MANAGEMENT

Project management begins when a disaster occurs and does not end until an applicant has received final payment for the project. Good project management ensures successful recovery from the disaster, expedited payment of funds, and more efficient close-outs of PA Program grants.

Record Keeping

It is critical that the applicant establish and maintain accurate records of events and expenditures related to disaster recovery work. The information required for documentation describes the "who, what, when, where, why, and how much" for each item of disaster recovery work. The applicant should have a financial and record keeping system in place that can be used to track these elements. The importance of maintaining a complete and accurate set of records for each project cannot be over-emphasized. Good documentation facilitates the project formulation, validation, approval, and funding processes.

All of the documentation pertaining to a project should be filed with the corresponding *PW* and maintained by the applicant as the permanent record of the project. These records become the basis for verification of the accuracy of project cost estimates during validation of small projects, reconciliation of costs for large projects, and audits.

Applicants should begin the record keeping process before a disaster is declared by the President. To ensure that work performed both before and after a disaster declaration is well documented, potential applicants should:

- designate a person to coordinate the compilation and filing of records;
- establish a file for each site where work has been or will be performed; and
- maintain accurate disbursement and accounting records to document the work performed and the costs incurred.

The Federal Office of Management and Budget requires grant recipients to maintain financial and program records on file for three years following final payment. Records of grant recipients may be subject to the provisions of the Single Audit Act, as described on page 117 of this guide. Applicants may refer to the Applicant Handbook, FEMA 323, for additional information regarding record-keeping.

FHWA-1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance

requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records**

a Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,

apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such

District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier

covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4 If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the CONSULTANT will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. CONSULTANT will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (*e.g.*, concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the CONSULTANT uses but does not incorporate into the finished work. The CONSULTANT shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the AUTHORITY prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, CONSULTANT shall furnish invoices to document the costs of such material, and obtain the AUTHORITY'S written approval prior to incorporating the material into the project.

TAB 10

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 15, 2014 **Agenda Item No.** 10

Agenda Title: Award Hurricane / Disaster Debris Removal, Reduction and Disposal Agreement to Bergeron Emergency Services, Inc. Based Upon Their Agreement with the Solid Waste Authority of Palm Beach County

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

Approved by Town Manager _____ **Date:** 9/30/14

_____
David Hunt / Public Works Director

Originating Department: Public Works	**Costs: N/A at this time.** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **- Bergeron Emergency Services, Inc.'s Offer to Enter into an Agreement with the Town** **- Agreement for Disaster Debris Management and Support Services Between the Solid Waste Authority of Palm Beach County and Bergeron Emergency Services, Inc. (Agreement No. 13-253)** **- Resolution No.** 40-10-14
Advertised: Date: _____ Paper: _____ **[X] 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** DH **Please initial one.**

Summary Explanation/Background:
After a declared emergency, FEMA will reimburse municipalities for expenses paid out to a company that provides disaster debris removal and disposal services only if the rates used for payment are established by a competitive bid process. Based upon Bergeron Emergency Services, Inc.'s

competitive bid submittal, the Solid Waste Authority of Palm Beach County (SWA) has designated them as one of five, qualified disaster debris removal and disposal companies that will serve portions of the County's unincorporated areas after a major storm event. The SWA awarded Agreement No. 13-253 to Bergeron on August 21, 2013, and it will continue until August 20, 2016. The agreement gives the SWA the option to extend the agreement beyond that date with the approval of the Authority's Governing Board. The Town may extend their Agreement consistent with the Authority's actions.

Article 39 of this contract allows for agreements with other governmental entities under the same terms and conditions, for the same prices and for the same effective period as specified in Agreement No. 13-253.

In the event of a major hurricane or other type of disaster creating large quantities of debris that overwhelms the response capabilities of the Public Works Department, the Town will need to call upon the services of a contractor that specializes in large scale removal. The contract with Bergeron will be one of three disaster debris removal agreements that the Town maintains. It is advisable to have multiple contractors in place so that the Town may engage a firm whose capabilities and expertise are best suited for the type of clean-up required. Bergeron Emergency Services is the only one of the three firms that the Town may choose from that has their main office in South Florida. In the event of a localized storm, Bergeron may be able to respond the quickest to the Town's needs, compared to the out-of-state companies. Keeping disaster remediation funds in the area also helps communities get back on their feet financially after a major storm.

By virtue of the attached letter, Bergeron Emergency Services, Inc. has offered to enter into an agreement with the Town of Lake Park at the same terms and conditions of the SWA Agreement No. 13-253.

No fees are required to maintain this agreement. Funds shall only be disbursed upon receiving services.

Staff recommends approval.

Recommended Motion: I move the adoption of Resolution No. 40-10-14

RESOLUTION NO. 40-10-14

A RESOLUTION OF TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF ENGAGEMENT WITH THE EMERGENCY SERVICES FIRM OF BERGERON EMERGENCY SERVICES, INC., TO ASSIST THE TOWN IN REMOVING DEBRIS IN THE EVENT OF A HURRICANE OR DISASTER; 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, pursuant to Florida Statutes; and

WHEREAS, the Town may require the services of a debris removal contractor to clear public property and public right-of-ways after a major hurricane or disaster and then haul the debris to an appropriate facility for disposal; and

WHEREAS, the Solid Waste Authority of Palm Beach County (SWA) previously issued a Request For Proposals (RFP) in accordance with the SWA's purchasing requirements, requesting proposals from qualified debris contractors in order to have in place standby agreements with a short list of companies to provide timely and effective cleanup after a storm event; and

WHEREAS, The SWA team Selection Committee thoroughly reviewed all proposals and selected five companies and listed them in order of the committee's ranking for a short list; and

WHEREAS, the SWA awarded contracts to all five companies with the condition that the contractors agree that the Agreement constitutes an offer to all State Agencies and Political

Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in the Agreement; and

WHEREAS, Town staff has recommended to the Town Commission of the Town of Lake Park, that it is in the best interest of the Town to "piggyback" off of the SWA Agreement No. 13-253, and to have in place a standby agreement with Bergeron Emergency Services, Inc.

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

Section 1. The foregoing recitals are true and correct findings of fact of the Town Commission of the Town of Lake Park, and are hereby incorporated herein by reference.

Section 2. Bergeron Emergency Services, Inc. is hereby approved by the Town Commission of the Town of Lake Park to provide hurricane / disaster debris removal, reduction, and disposal services on a standby basis to the Town, and the Mayor is hereby authorized to execute a letter of engagement between the Town and Bergeron Emergency Services, Inc. The Agreement shall be reviewed as to form and legal sufficiency by the Town Attorney.

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

BERGERON
EMERGENCY SERVICES

19612 SW 69th Place – Fort Lauderdale, FL 33332
Phone: 954-680-6100 – Fax: 866-757-7656

September 29, 2014
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

RE: Mutual Aid Agreement for Hurricane/Disaster Debris Removal, Reduction and Disposal Services Agreement No.: 13-253 between the Solid Waste Authority of Palm Beach County and Bergeron Emergency Services, Inc.

Bergeron Emergency Services, Inc. has been awarded a contract for Hurricane/Disaster Debris Removal, Reduction and Disposal Services from the Solid Waste Authority of Palm Beach County for the Term of 3 years commencing August 21, 2013 until August 20, 2016. There are two (2), one year extensions available after the initial term of the contract as agreed upon by both parties.

Article 39 (Agreements with other Government Entities) of the agreement (No. 13-253) states:

> The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.
>
> The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

I would like to extend an offer to the Town of Lake Park, Florida to enter into an agreement with Bergeron Emergency Services, Inc. as allowed under the aforementioned Article 39 of said contract. The offer is made at the same terms and conditions stated in the referenced agreement.

Please return one fully executed original letter to Bergeron Emergency Services, Inc. upon acceptance.

Sincerely,

BERGERON EMERGENCY SERVICES, INC.

_____
Signature

Ronald M. Bergeron, Jr. - President
Printed Name / Title

9/29/14
Date

ACCEPTED: TOWN OF LAKE PARK, FL

_____
Signature

_____
Printed Name / Title

_____
Date

AGREEMENT

FOR

HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL

BETWEEN

THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

BERGERON EMERGENCY SERVICES, INC.

AGREEMENT NO. 13-253

TABLE OF CONTENTS

ARTICLE		PAGE
1.	Effective Date	1
2.	Services to be Performed by Contractor	1
3.	Compensation	1
4.	Insurance	2
5.	Standard of Care	3
6.	Indemnification	3
7.	Independent Contractor	3
8.	Authority to Practice	4
9.	Compliance with Laws	4
10.	Sub-contracting	4
11.	Federal and State Taxes	4
12.	Availability of Funds	4
13.	Authority's Responsibilities	5
14.	Default	5
15.	Termination for Convenience	5
16.	Uncontrollable Forces	5
17.	Public Records	6
18.	Non-Discrimination	6
19.	Waiver	6
20.	Severability	6
21.	Entirety of Agreement	6
22.	Modification	6
23.	Successors and Assigns	7
24.	Contingent Fees	7
25.	Truth-in-Negotiation Certificate	7
26.	Ownership of Documents	7
27.	Access and Audits	7
28.	Notice	8
29.	Contract Administration	8
30.	Key Personnel	8
31.	Confidentiality	9
32.	Escalation Clause	9
33.	Order of Agreement Activation/Location Assignment	9
34.	Task Order/Performance	9
35.	Bonds	10
36.	Small Business Enterprise (SBE)	10
37	Scrutinized Companies	10
38.	Office of Inspector General	10
39.	Agreements with other Governmental Entities	11
40.	Florida Highway Administration (FHWA) Form 1273	11
41.	Buy America Requirements	11
42.	Disadvantaged Business Enterprises	11
43.	Certification Regarding Suspension and Debarment	12
44.	Access to Records and their Retention	12
45.	Audit Requirements	13

ARTICLE **PAGE**

46. National Environmental Policy Act (NEPA) 13
47. Americans with Disabilities Act 13
48. Compliance with Title VI, Title VII and other Federal Laws & Regulations 13
49. Convict Labor Prohibition 13
50. Certification Regarding Lobbying Activities 13
Agreement Execution 14

EXHIBITS

A. Statement of Work 15
1. Project Description and Requirements 15
2. Background 15
3. Scope of Work/Overview 18
4. Miscellaneous Requirements 25
5. Performance of Contractor 26
B. Fee Schedule 28
C. Debris Zones and Potential Temporary Debris Sites Map 30
D. Location of Publicly Owned Debris Management Sites 31
E. Small Business Enterprise (SBE) Plan 32
F. Task Order 33
G. FEMA 322 Public Assistance Guide 34
H. Mobilization Schedule 35
I. FHWA Form 1273 36
J. Buy America Requirements 47
K. Performance & Payment Bond 48

HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL

AGREEMENT NO. 13-253

THIS AGREEMENT, between the **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and **Bergeron Emergency Services, Inc.** (hereinafter referred to as CONTRACTOR), a Florida Corporation, whose Federal Employer Identification Number is 65-1274968.

WHEREAS, AUTHORITY requires the removal, reduction, and disposal of hurricane/disaster debris; and,

WHEREAS, CONTRACTOR represents it is capable and prepared to provide such services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The term of this Agreement shall commence on **August 21, 2013** and shall continue until **August 20, 2016** unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement until **April 20, 2020** at the same terms and conditions with approval from the AUTHORITY's Governing Board. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties. The continuance of this Agreement may be contingent upon a review of the fiscal (bankruptcy, etc), logistical (equipment availability, etc.), and moral (conviction for environmental crime, conviction for crime against a public entity, etc.) responsibility of the CONTRACTOR and a determination by the AUTHORITY, based on this review, of whether or not the CONTRACTOR continues to be a viable firm to provide the services described in this Contract.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as stated in the Statement of Work, Exhibit A, as may be specifically authorized by the AUTHORITY. Such authorization will be referred to as Task Order, Exhibit F. Each Task Order will set forth a specific scope of services, rate/amount of compensation, completion date, and other pertinent details of the task being authorized. The AUTHORITY, by virtue of this Agreement, gives the CONTRACTOR no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this Agreement is in full force and effect.

ARTICLE 3 - COMPENSATION

3.1 - GENERAL

AUTHORITY shall pay CONTRACTOR in accordance with Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. If needed, compensation may be negotiated as a lump sum or not-to-exceed amount for any Task Order containing a task covered by the scope of work of this Agreement but to which the Fee Schedule cannot readily be applied.

The AUTHORITY reserves the right to renegotiate Fee schedule, Exhibit B in the event there is a need for more than one CONTRACTOR to be mobilized.

CONTRACTOR shall submit semi-monthly invoices for services rendered. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy FEMA requirements.

Payment of CONTRACTOR by AUTHORITY is not contingent upon the AUTHORITY being reimbursed by the Federal Emergency Management Agency. Payment to CONTRACTOR will be made for any work directed by the AUTHORITY which is determined by Federal and State agencies to be ineligible for reimbursement.

Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable, c/o Michelle Napier

In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the AUTHORITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

The AUTHORITY will retain 5% of the payment under each Task Order until such time as the entire project is completed to the AUTHORITY'S satisfaction and all sub-contractors and any material suppliers verify that they have been paid.

ARTICLE 4 - INSURANCE

During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than $1,000,000 for each occurrence, and with property damage limits of not less than $1,000,000 for each occurrence.

2. **Automobile Liability** Insurance with bodily injury limits of not less than $5,000,000 for each person and not less than $5,000,000 for each accident and with property damage limits of not less than $5,000,000 for each accident.

3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 aggregate.

4. **Excess Liability** Insurance with limits of not less than $10,000,000 for each occurrence and annual aggregate.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONTRACTOR shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY.

CONTRACTOR shall include AUTHORITY as an **additional insured** on the General Liability, Excess Liability, and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S sub-contractors shall be required to include AUTHORITY and CONTRACTOR as **additional insured** on their General Liability insurance policies.

In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractors insurance coverage.

The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR 'S sole direction, supervision, and control. The

CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

The CONTRACTOR does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

The CONTRACTOR shall not pledge the AUTHORITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONTRACTING

The AUTHORITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor to perform properly under this Agreement. Rejection of any sub-contractor will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.

If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONTRACTOR be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONTRACTOR that is available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONTRACTOR, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.

If it is determined that the CONTRACTOR was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.

Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.

Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming

party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 – PUBLIC RECORDS

The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law) for records related to this Agreement.

ARTICLE 18 - NON-DISCRIMINATION

CONTRACTOR assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for it's use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 - ACCESS AND AUDITS

CONTRACTOR shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by FEMA'S 322 Public Assistance Guide, page 114, as amended, incorporated in this Agreement as Exhibit G. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONTRACTOR'S place of business.

ARTICLE 28 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director
Office No.: 561-640-4000 Fax. No.: 561-640-3400

As To CONTRACTOR

Bergeron Emergency Services, Inc.
19612 S.W. 69th Place
Ft. Lauderdale, Florida 33332
Attention: Ronald M. Bergeron, Jr.
Office No.: 954-680-6100 Fax. No: 866-757-7656

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 29 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **Mark Eyeington, Chief Operations Officer**, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 30 - KEY PERSONNEL

CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Brian Thomason, Vice President
Office No.: 954-680-6100 x 223 Cell No.: 954-240-1110 E-Mail: bthomason@bergeron-es.com

ARTICLE 31 - CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONTRACTOR under this Agreement shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the Authority.

ARTICLE 32 - ESCALATION CLAUSE

The AUTHORITY acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the Fee Schedule, Exhibit B may be adjusted based on the following formula of indices:

Fifty (50) percent of the price will be adjusted by the average monthly percentage change over the twelve (12) month period ending the May immediately preceding the date for which the price index adjustment is effective in the Consumer Price Index - Urban Wage Earners and Clerical Workers - U.S. City Average - Private Transportation (Series ID CWUR0000SAT1, not seasonally adjusted) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

Fifty (50) percent of the price will be adjusted by the percentage change in the Average Hourly Earnings of Production Workers (Series ID CEU2000000008) as published by the Bureau of Labor Statistics of the U.S. Department of Labor over the one year period ending the May immediately preceding the date for which the price index adjustment is effective.

In the event that either of these indices is no longer available the parties shall mutually agree to a replacement index. The value of the adjustment will be determined by the AUTHORITY.

ARTICLE 33 - ORDER OF AGREEMENT ACTIVATION/LOCATION ASSIGNMENT

The CONTRACTORS have entered into contingent Agreements with the AUTHORITY for Hurricane/Disaster Debris Removal, Reduction and Disposal. The Agreements awarded will be activated on an as needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of the Selection Committee ranking, as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

ARTICLE 34 - TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of services and format of Task Order shall be mutually agreed to by the CONTRACTOR and AUTHORITY. Performance will be measured by the metrics established in each Task Order. After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide a written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR default or underperformance by any means it deems in its best interest. CONTRACTOR will be required to provide a daily report of quantity of work performed under each Task Order. The daily report shall be submitted by 11:00 a.m. or earlier the following morning.

ARTICLE 35 - BONDS

CONTRACTOR shall maintain a Proposal Bond in the sum of $500,000. The CONTRACTOR'S Proposal Bond will be returned to the CONTRACTOR in exchange for and acceptance of an appropriate size bond as determined by the AUTHORITY after assessment of damage and definition of the CONTRACTOR'S scope of service. In case of hurricane caused damage, a Category I storm would require a $2,000,000 Bond, a Category II would require a $4,000,000 Bond, a Category III would require a $6,000,000 Bond, a Category IV would require an $8,000,000 Bond, and a Category V would require a $10,000,000 Bond. The Bond required would be a Performance and Payment Bond, Exhibit K. The cost of the Bond is included in the unit rates in the Fee Schedule, Exhibit B. The CONTRACTOR shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the AUTHORITY. If the CONTRACTOR fails to supply a Performance and Payment Bond, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. The Proposal Bond shall be in effect for the entire term of the Contract except for the period(s) of time when a Performance and Payment Bond is in effect.

ARTICLE 36 - SMALL BUSINESS ENTERPRISE (SBE)

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for small business participation in contracts and purchases. CONTRACTOR'S submitted Plan showing how he/she will assist the AUTHORITY in achieving this goal is incorporated into this Agreement as Exhibit E. The AUTHORITY will require periodic documentary proof, acceptable to the AUTHORITY, of the implementation, progress, and final outcome of the proposed Plan. Failure to implement the Plan, or achieve reasonable interim progress, or achieve the final goal reflected in the Plan, may be considered by the AUTHORITY as failure to perform a material provision of this Agreement.

ARTICLE 37 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any Agreement with the AUTHORITY, or performing any work in furtherance hereof, CONTRACTOR hereby certifies that CONTRACTOR and CONTRACTOR'S affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not be placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this CONTRACTOR may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.A. 287.135.

ARTICLE 38 – OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 39 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida, School Districts, Universities, Colleges, Municipalities and any legal entities created solely by Municipalities, Special Districts, and all of their political subdivisions under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.

The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from resolicitation.

ARTICLE 40 - FLORIDA HIGHWAY ADMINISTRATION (FHWA) FORM 1273

This Agreement incorporates all of the provisions set forth in the document commonly known as FHWA Form 1273, Exhibit I, which is attached hereto and incorporated by reference as part of this Agreement. The term "contractor," as used in Exhibit I, shall apply to and mean the CONTRACTOR, who may also be referred to in Exhibit I as the "prime contractor", "bidder", "proposer", "prospective primary participant", "prospective participant", "participant" or the like. The CONTRACTOR will perform the duties and obligations of the other contracting party regardless of the description or label used in FHWA Form 1273, Exhibit I.

The CONTRACTOR shall comply with the Davis-Bacon wages rates to the extent applicable to the work performed under this Agreement. The provisions of the Davis-Bacon Act do not apply to debris removal work unless such work is done in conjunction with a construction project or "linked" to a particular Federal highway. Wage rate tables may be found at www.dot.state.fl.us/construction. Said wage rate tables are incorporated into and made a part of this Agreement by reference.

ARTICLE 41 - BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), and FHWA's implementing regulations at 23 CFR 635.410, as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in Exhibit J, which is attached hereto and incorporated by reference as part of this Agreement. CONTRACTOR shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, FHWA, and FEMA, to the extent applicable.

ARTICLE 42 - DISADVANTAGED BUSINESS ENTERPRISES

This provision shall supplement Article 36 of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONTRACTOR will provide the AUTHORITY with a copy of each subcontract it enters into.

The CONTRACTOR is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONTRACTOR'S receipt of payment for that work from the AUTHORITY. The CONTRACTOR may not hold any retainage from its

subcontractors unless pursuant to an agreement approved by the AUTHORITY. The CONTRACTOR shall return all retainage payments withheld within thirty (30) days after the subcontractor's work has been satisfactorily completed.

The CONTRACTOR shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONTRACTOR shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation's (FDOT) website found at www.dot.state.fl.us/equalopportunityoffice. Audits may be conducted to review payments to DBE subcontractors. The CONTRACTOR will fully cooperate with the AUTHORITY, FDOT, FHWA or FEMA regarding the monitoring of subcontractors and payments made thereto.

ARTICLE 43 – CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONTRACTOR shall verify that neither the CONTRACTOR, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONTRACTOR must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The CONTRACTOR acknowledges and affirms that by signing and submitting its bid or proposal, the CONTRACTOR made the certification described in Section X of the attached FHWA Form 1273, Exhibit I. CONTRACTOR'S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

ARTICLE 44 - ACCESS TO RECORDS AND THEIR RETENTION

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONTRACTOR agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved. The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

The CONTRACTOR shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Agreement, available to the Authority and any other funding entity (*e.g.*, FDOT, FHWA, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the CONTRACTOR'S place of business or if CONTRACTOR'S place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONTRACTOR shall also require its subcontractors to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONTRACTOR.

ARTICLE 45 - AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONTRACTOR agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FHWA, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONTRACTOR'S performance of the Agreement.

ARTICLE 46 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The CONTRACTOR shall cooperate with the AUTHORITY, FDOT, FHWA and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

ARTICLE 47 - AMERICANS WITH DISABILITIES ACT

The CONTRACTOR does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, et seq.), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FHWA, FEMA and other Federal-aid agencies.

ARTICLE 48 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, *et. seq.* and 3601 *et.seq.*), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FHWA, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

ARTICLE 49 - CONVICT LABOR PROHIBITION

The CONTRACTOR does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

ARTICLE 50 - CERTIFICATION REGARDING LOBBYING ACTIVITIES

A bidder or proposer for an award of certain Federal-aid contracts in the amount of $100,000 or more, must file the certification required by 49 CFR Part 20. The CONTRACTOR confirms that by signing and submitting a bid or proposal for the work covered by this Agreement, it made the certification described in Section XI of the attached FHWA Form 1273, Exhibit I.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County, and Bergeron Emergency Services, Inc. has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. _____

2. _____

By: _____
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: _____
General Counsel to the Authority

BERGERON EMERGENCY SERVICES, INC.

Attest:

_____
Corporate Secretary

By: _____

(Corporate Seal)

Witness:

1. _____

2. _____

Name: RONALD M. BERGERON, JR.

Title: PRESIDENT

STATEMENT OF WORK

1. Project Description and Requirements

The CONTRACTOR shall remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Sites in Palm Beach County, Florida, immediately after a hurricane or other disaster.

The CONTRACTOR submits he/she is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The CONTRACTOR shall assemble, direct, and manage a work force that can complete the debris management operations in 120 days or less. The duration of effort/completion dates of all tasks will be determined jointly by the AUTHORITY and CONTRACTOR. This determination will be set in writing in appropriate Task Order(s).

The CONTRACTOR shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.

The CONTRACTOR may be required, at the AUTHORITY'S discretion, to be under the direction of an agent of the AUTHORITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Palm Beach County, Florida. The planning standards used for this Agreement are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

The AUTHORITY requires that the Proposal Bond of CONTRACTOR be in effect for the entire term of the Agreement until a debris generating event occurs and the CONTRACTOR is called to active duty. At the start of any and all active duty periods the Proposal Bond will be returned to the CONTRACTOR in exchange for the Performance and Payment Bond which will need to be in effect for the duration of the active duty period. Under no circumstances shall the CONTRACTOR start work until he/she has supplied an acceptable Performance and Payment Bond. Refer to the Agreement, Article 35 - Bonds for additional bonding requirements.

2. Background

2.1 Introduction

The AUTHORITY'S disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout Palm Beach County using a combination of county, municipal, and CONTRACTOR forces.

The AUTHORITY will execute multiple Agreements to carry out the debris removal and disposal work for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the

AUTHORITY in the aftermath of a major disaster throughout Palm Beach County. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial AUTHORITY payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

The Agreement will be a contingency Agreement that will be activated only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.

The CONTRACTOR will be required to participate in certain AUTHORITY directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the AUTHORITY.

2.2 Planning Standard for Debris Removal and Disposal

The AUTHORITY'S goal is to complete the debris removal and disposal process in 120 days. This assumes that the entire area of the county will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the county simultaneously immediately after a storm.

2.3 Debris Management

Planning for debris management operations is a function of the AUTHORITY as a supporting agency to the Palm Beach County Department of Engineering and Public Works. The AUTHORITY'S Emergency Management Coordinator will direct the debris removal and disposal operations.

Each CONTRACTOR will serve as a General CONTRACTOR for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the Agreement. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR will make every effort to use fully qualified and properly equipped local firms, including Small Business Enterprises (SBE), to the maximum extent practicable.

When a major disaster occurs or is imminent, the AUTHORITY will contact the CONTRACTOR to advise them of the AUTHORITY'S intent to activate the Agreement(s). Debris removal will generally be limited to debris in, upon, or brought to county residential private and public streets and roads, right-of-ways, municipal properties and facilities, and other public sites (this includes debris from customers assessed for residential solid waste and recycling collection services by the AUTHORITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the AUTHORITY'S Debris Management Plan located on AUTHORITY'S website at www.swa.org/site/hurricane/plans_and_documents. Disposal of debris will be at AUTHORITY approved Temporary Debris Sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all Temporary Debris Sites.

When a major disaster occurs or is imminent, the AUTHORITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the AUTHORITY. Subsequently, the AUTHORITY will issue the first Task Order which will authorize the CONTRACTOR to send an Operations Manager to the AUTHORITY within 24 hours of receiving such Task Order to begin planning for the operations and

mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane/disaster.

The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The AUTHORITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

The AUTHORITY will make every effort to identify strategically located Temporary Debris Sites throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional Temporary Debris Sites will be identified as needed.

The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the AUTHORITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate Temporary Debris Sites. The CONTRACTOR is responsible for all activity at Temporary Debris Sites operated by their subcontractor and must have an employee on site at all times to oversee daily operations. The locations of publicly owned sites currently under consideration are shown on Exhibit C. Additional sites (privately owned mostly) may become available as plans develop.

The AUTHORITY may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all eligible debris from those sites daily at the direction of the Emergency Management Coordinator or designee.

Curbside segregation of debris and disaster-generated or related wastes will be an element of the AUTHORITY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The AUTHORITY will designate HHW drop-off locations.

The following items are considered HHW for the purpose of this Agreement:

1. Used Oil
2. Batteries
3. Paint
4. Aerosol spray cans
5. Pesticides
6. Antifreeze
7. Fluorescent light bulbs
8. Propane tanks (household size)

The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a Temporary Debris Site.

Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the AUTHORITY.

Putrescible residential garbage will be collected by AUTHORITY franchise waste haulers and is not to be colleeted or transported by CONTRACTOR forces.

3. Scope of Work/Overview

This section is divided into three (3) subsections:

3.1 **Debris Removal and Disposal Operations** from residential public and private streets, roads and right-of-ways and delivered to a Temporary Debris Site.

3.2 **Temporary Debris Site Operations** which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the AUTHORITY Emergency Management Coordinator.

3.3. **Processing, Loading and Hauling Material** from Temporary Debris Site to final destination.

Specific work authorizations by the AUTHORITY will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, time-frame for completion, rates to be used, etc. Any job with requirements or rates not covered by this Agreement will be negotiated. The AUTHORITY reserves the right to extend operations on a weekly basis. Task Orders will be executed bilaterally. Performance will be by the metrics established in the Task Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTARCTOR(s) shall provide written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR'S default or underperformance by any means it deems in its best interest.

The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Task Order meeting the following progress patterns: 48 hours- collection activity within assigned Collection Service Area. Within ten (10) calendar days CONTRACTOR shall have 100% of all necessary equipment operating within all Collection Service Areas. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the AUTHORITY may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated Collection Service Areas established by the AUTHORITY. Each Task Order will be uniquely and sequentially numbered.

The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require AUTHORITY approval.

The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the AUTHORITY Emergency Management Coordinator prior to issuance of the first Task Order.

The quantity of work required to complete the Agreement is estimated. The actual effort required may be more or less than the estimated amount reflected in the RFP No. 13-240/MRK. Payment will be made in accordance with the Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of the Agreement. The output will be verified by the AUTHORITY Emergency Management Coordinator in the daily operational report. Should hourly rates be used to pay for certain equipment then preventative maintenance, not in excess of fifteen (15) minutes in a normal workday, will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the AUTHORITY.

The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.

The CONTRACTOR shall provide contact information for all key personnel to the AUTHORITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all AUTHORITY inquiries at all times.

3.1 Debris Removal and Disposal Operations

3.1.1 General

The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within Palm Beach County. The AUTHORITY intends to designate zones for collection of disposal debris. CONTRACTORS will be tasked with a service area(s) for this specific work.

For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

3.1.2 Services

The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this Agreement.

All rates are to include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging and all other costs.

The work shall consist of clearing and removing disaster generated debris as directed by the AUTHORITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the AUTHORITY and shall provide equipment sufficient to collect a minimum of 50,000 cubic yards of debris per day within ten (10) calendar days of collection commencement (AUTHORITY'S natural disaster cleanup records show that ten (10) days' following disaster, 95,000-126,000 cubic yards of debris was collected per day). Failure to provide sufficient equipment necessary to collect required amount may result in the AUTHORITY entering into a separate agreement with another contractor for debris collection services.

3.1.2.1 Collection of Storm Generated Residential Vegetation and Construction and Demolition Debris

It is the AUTHORITY'S goal to ensure that Vegetation and Construction/Demolition debris remain separate task orders for the collection of Vegetation and Construction loads. Mixing of loads by the CONTRACTOR at the road right-of-way will not be tolerated.

Work may include:

1. First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
2. Clearing debris from residential private and public road right-of-ways.
3. Loading the debris.
4. Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
5. Dumping the debris at the Temporary Debris Site or at an authorized landfill.

Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the price per cubic yard according to the Fee Schedule, Exhibit B.

3.1.2.2 Hourly Rate Clearing

From 0-70 hours following a disaster CONTRACTOR, as designated by the AUTHORITY, shall provide the clearing services on an hourly rate that shall include the following:

1. Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
2. Perform emergency removal of debris if needed for life-saving measures.
3. Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
4. Develop a traffic control plan along potential haul routes and at debris management and disposal sites.

The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the AUTHORITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior AUTHORITY approval may be terminated immediately. The AUTHORITY reserves the right to relocate CONTRACTOR to other Collection Service Areas based on need and ability to perform required work at an acceptable level. The AUTHORITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA, FHWA Form 1273, attached hereto as Exhibit I, and the AUTHORITY.

The AUTHORITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within two (2) calendar days. CONTRACTOR is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.

In the event the CONTRACTOR fails to repair damages as a result of the CONTRACTOR'S equipment failure or negligence within the time provided within this Agreement, the AUTHORITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Emergency Management Coordinator or designee for review. The decision of the Emergency Management Coordinator or designee will be final.

3.1.3 Equipment

All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris

during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:

1. Fencing must be permanently attached to one side of the truck bed.
2. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
3. Fencing must extend to the bottom of the bed.
4. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
5. Solid iron metal bars must be secured to both sides of the fencing.
6. There shall be no hand loaded equipment allowed.

The AUTHORITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The AUTHORITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.

All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the AUTHORITY Inspector.

Trucks or equipment designated for use under this Agreement shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to provide any additional emergency debris collection services. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.

3.1.4 Securing Debris

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any AUTHORITY approved Temporary Debris Site which may result in non-payment to CONTRACTOR.

3.1.5 Equipment Signage

Prior to commencing operations, the AUTHORITY or designee shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number.

One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Each operator shall keep AUTHORITY certification with them at all times. Placards must remain on both sides of equipment.

3.1.6 Other Considerations

The CONTRACTOR shall assign and provide an Operations Manager (OM) to the AUTHORITY Debris Management Center to serve as the principal liaison between the AUTHORITY Emergency Management Coordinator or designee and the CONTRACTOR'S forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the AUTHORITY Emergency Management Coordinator or designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the AUTHORITY Emergency Management Coordinator within 30 minutes of notification.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a Temporary Debris Site will require a validated load ticket. Drivers will be given an electronic or paper load tickets at the loading site by an AUTHORITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by an AUTHORITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The AUTHORITY Temporary Debris Site monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved electronic or paper load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

3.2 Temporary Debris Site Operations

3.2.1 General

The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.

The CONTRACTOR shall use only Temporary Debris Sites designated by the AUTHORITY Emergency Management Coordinator.

The Temporary Debris Site foreman shall direct all dumping operations. Different types of debris shall be kept in separate piles at the Temporary Debris Site. At a minimum, one flag person shall be posted at each Temporary Debris Site for traffic control and to direct unmixed loads to proper location (by debris

type) to be dumped. CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the AUTHORITY.

The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of Temporary Debris Site opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from Temporary Debris Site to an approved final destination within five (5) days of site opening date.

3.2.2 Temporary Debris Site Services

3.2.2.1 Site Setup/Preparation and Site Closeout/Restoration

Site setup/preparation and site closeout/restoration shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. Site set-up preparation and closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. .

3.2.2.2 Temporary Debris Site Operations and Material Processing

Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Fee Schedule, Exhibit B. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by Task Order. Unit prices provided in the Fee Schedule, Exhibit B, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance) all equipment under this Agreement. Each Inspection Tower shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly. CONTRACTOR shall provide a water truck for the purpose of applying to site surface to minimize dust. The AUTHORITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be cleaned daily by the CONTRACTOR. All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the AUTHORITY to operate the debris site. Failure to open sites with proper equipment and necessary personnel will result in liquidated damages of $10,000 per day. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, and any other costs. The work shall consist of managing the operations of a Temporary Debris Site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the AUTHORITY Emergency Management Coordinator.

The AUTHORITY plans to use two types of Temporary Debris Sites.

1. Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The AUTHORITY expects the material to be recycled and or beneficially re-used if processed by grinding.
2. Depending upon the size and type of devastation the AUTHORITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The AUTHORITY requests that CONTRACTOR implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.

Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Fee Schedule, Exhibit B. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Fee Schedule, Exhibit B.

Locations of all Temporary Debris Sites will be provided by the AUTHORITY. The AUTHORITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Fee Schedule, Exhibit B, that might have been negotiated under a Task Order shall be documented for payment.

Material processed at a Temporary Debris Site by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a Publicly Owned Debris Management Site, Exhibit D will be deposited in manageable piles.

3.2.3 Reporting

The CONTRACTOR shall submit a report to the AUTHORITY Emergency Management Coordinator or designee by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, *if appropriate*
4. Daily and cumulative hours for personnel, by position, *if appropriate*
5. Volumes of debris handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AUTHORITY.

3.2.4 Other Considerations

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event a Temporary Debris Site must be closed due to CONTRACTOR equipment or operational failures, CONTRACTOR shall be liable for liquidated damages in the amount of $25,000 per day for every day the site has to remain closed.

3.2.5 Debris Clearance (for access) from Right-of-Ways and Public Property

The AUTHORITY provides support to Palm Beach County Government for Debris Management, including the clearance (moving debris from the middle of the road, etc.) of debris from right-of-ways and public property. Palm Beach County intends to perform debris clearance for access with its own forces or under existing contractual Agreements between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
This debris clearance is to be considered supplemental and optional service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis using the rates in the Fee Schedule, Exhibit B.

3.3 Processing, Loading and Hauling Material

CONTRACTOR shall provide all necessary labor, material and equipment to process, load and haul wood chips and construction and/or mixed debris from Temporary Debris Sites in Palm Beach County to final destination for disposal as directed by the AUTHORITY. The AUTHORITY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the AUTHORITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.

CONTRACTOR will provide detailed listing to the AUTHORITY of the following:

1. Quantity (loads and cubic yards)
2. Owner information
3. Site where mulch and construction/demolition debris is disposed, to include address/GPS location.

4. Miscellaneous Requirements

4.1 Temporary Debris Site Foreman

The Temporary Debris Site foreman must be an employee of the CONTRACTOR and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.

The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

4.2 Temporary Debris Site Night Foreman

The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the AUTHORITY.

The Temporary Debris Site night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

4.3 Temporary Debris Site Management Plan

Once the Temporary Debris Site is identified by the AUTHORITY, the CONTRACTOR will provide a Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

1. Access to site
2. Site preparation - clearing, erosion control, and grading
3. Traffic control procedures
4. Safety
5. Segregation of debris
6. Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
7. Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures

8. Location of existing structures or sensitive areas requiring protection

4.4 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each Temporary Debris Site within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA OSHA requirements.

4.5 Grinding Operation

The CONTRACTOR shall have grinders on site and in operation within 72 hours of natural disaster. Failure to provide grinder(s) on site in operation within 72 hours shall result in liquidated damages of $10,000 per day. There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. Failure to provide back-up equipment within 24 hours shall result in a $2,000 fine per hour per approved hours of grinding operation per day until grinding activity resumes.

4.6 Household Hazardous Waste Containment Area

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Site. The area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

5. Performance of Contractor

It is the intent of this Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to open pre-storm identified sites within three (3) calendar days after being tasked by the AUTHORITY shall result in liquidated damages of $10,000 per day for each day not opened.
2. Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures shall result in liquidated damages of $25,000 per day, for each day site must remain closed.

Failure to provide back-up grinders within 24 hours of equipment breakdown shall result in liquidated damages of $2,000 fine per hour per approved grinding hours of operation per day.

CONTRACTOR may also be subject to non-payment and liquidated damages of $200 for each of the following infractions:

1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.
2. Loads not properly tarped or otherwise covered.

3. Mixing debris hauled from other sources with debris hauled under this Agreement.
4. Mixing vegetation debris with C & D material.

CONTRACTOR may be immediately terminated and not paid for the following:

1. Collection of any non-eligible, non-AUTHORITY approved stumps or debris.
2. Moving to another designated Collection Service Area without prior AUTHORITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
4. Soliciting work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement.
5. Alteration of placards placed on certified trucks and/or trailers.

Any disputes regarding Performance of Contractor will be presented to the Emergency Management Coordinator or designee for review. The Emergency Management Coordinator or designee shall complete review and make determination within three (3) calendar days. Decisions of the Emergency Management Coordinator or designee shall be final.

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FEE SCHEDULE

PART A – VOLUME BASED PRICING FOR 3,000,000 CUBIC YARD (CY) DEBRIS DISASTER

ITEM/DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENSION
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	2,500,000	CY	$7.50	$18,750,000.00
B. Construction Debris / Mixed Debris	500,000	CY	$8.50	$4,250,000.00
2.0 Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and phase I reclamation.	3,000,000	CY	$1.00	$3,000,000.00
3.0 Processing of debris through grinding and/or chipping.	2,500,000	CY	$2.00	$5,000,000.00
4.0 Loading, hauling and disposing wood chips to final destination. *(This rate includes disposal cost)*	1,000,000	CY	$9.00	$9,000,000.00
5.0 Volume reduction through air curtain incineration.	2,500,000	CY	$2.00	$5,000,000.00
6.0 Loading and hauling of construction debris and/or mixed debris from Temporary Debris site to a permitted C&D recycling facility or any other designated Disposal Facility. *(This rate shall not include disposal cost)*				
A. 0 ≤ 20 miles	500,000	CY	$5.50	
B. >20 ≤ 50 miles	500,000	CY	$6.00	
C. >50 ≤ 80 miles	500,000	CY	$9.00	
D. >80 ≤ 110 miles	500,000	CY	$9.99	
E. >110 ≤ 200 miles	500,000	CY	$10.50	
		AVERAGE: (Item 6.0 A-E)	$8.20	
		AVERAGE (Item 6.0 A-E) X 500,000 CY =		$4,100,000.00
		TOTAL PRICE: (Items 1.0 - 6.0)		$49,100,000.00

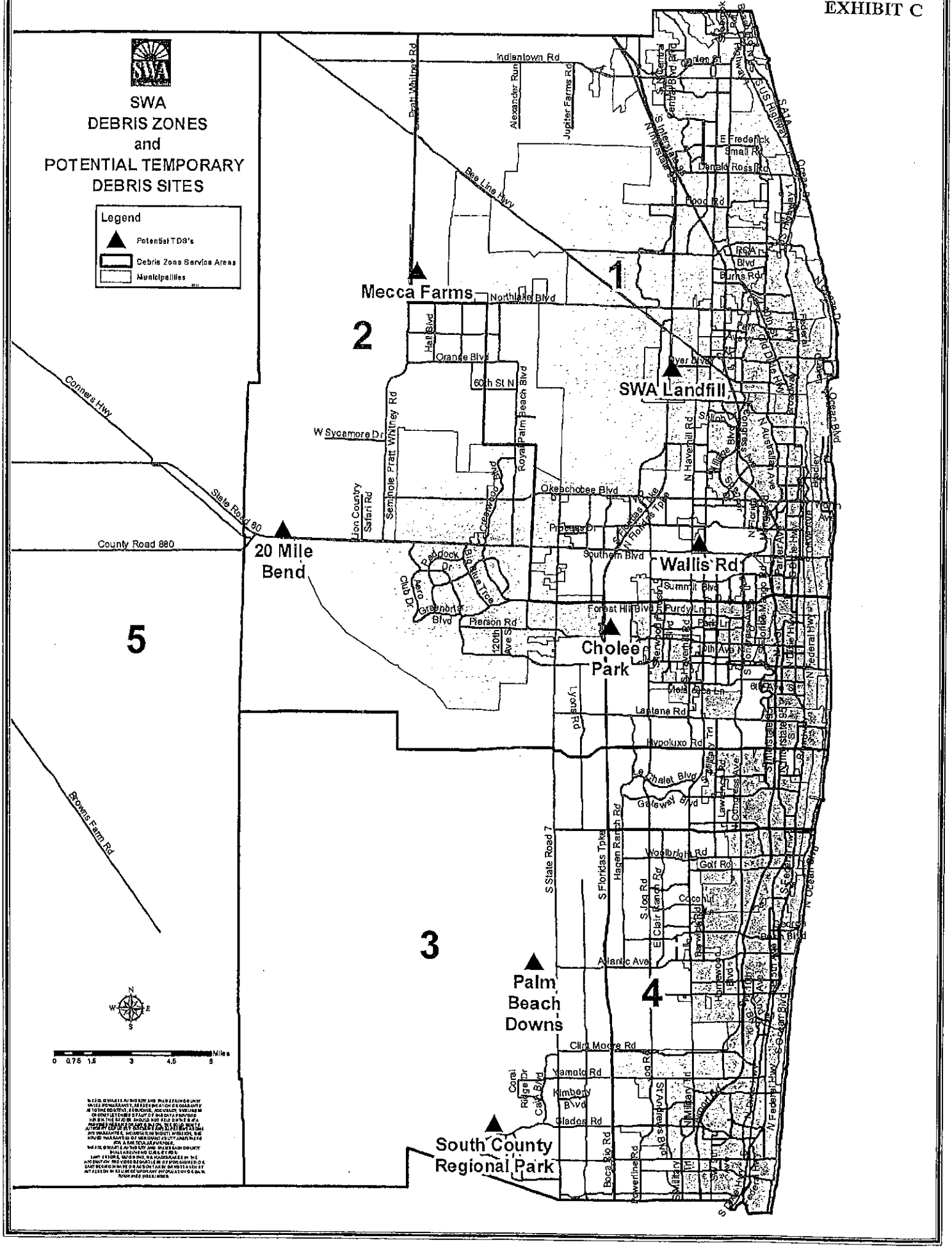
Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 3,000,000 cubic yards of debris consisting of 2,500,000 cubic yards of vegetation debris and 500,000 cubic yards of mixed debris.

PART B – HOURLY RATES

Debris Management Site Set-up and Closure and Debris Clearance for Access - optional use by County and other Governmental Entities			
Equipment and Labor Rates			
Equipment Type	**Hourly Equipment Rate**	**Hourly Labor Rate**	**Total Hourly Rate**
Bobcat Loader	$38.00	$30.00	$68.00
Crew Foreman w/ Cell Phone and Pickup	$24.50	$55.00	$79.50
Dozer, Tracked, D5 or similar	$85.00	$30.00	$115.00
Dozer, Tracked, D6 or similar	$95.00	$30.00	$125.00
Dozer, Tracked, D7 or similar	$115.00	$30.00	$145.00
Dozer, Tracked, D8 or similar	$135.00	$30.00	$165.00
Dump Truck, 18 CY-20 CY	$42.00	$28.00	$70.00
Dump Truck, 21CY-30 CY	$47.00	$28.00	$75.00
Generator and Lighting	$17.75	$0.00	$17.75
Grader w/ 12' Blade	$85.00	$35.00	$120.00
Hydraulic Excavator, 1.5 CY	$85.00	$30.00	$115.00
Hydraulic Excavator, 2.5 CY	$100.00	$30.00	$130.00
Knuckleboom Loader	$110.00	$35.00	$145.00
Laborer w/ Chain Saw	$25.00	$30.00	$55.00
Laborer w/ small tools, traffic control, flag person	$5.00	$25.00	$30.00
Lowboy Trailer w/ Tractor	$62.00	$28.00	$90.00
Operations Manager w/ Cell Phone and Pickup	$25.00	$85.00	$110.00
Pickup Truck, .5 Ton	$40.00	$25.00	$65.00
Soil Compactor 81 HP+	$45.00	$25.00	$70.00
Soil Compactor to 80 HP	$35.00	$25.00	$60.00
Soil Compactor, Towed Unit	$46.00	$25.00	$71.00
Truck, Flatbed	$60.00	$25.00	$85.00
Tub Grinder, 800 to 1,000 HP	$420.00	$35.00	$455.00
Water Truck	$55.00	$25.00	$80.00
Wheel Loader, 2.5 CY, 950 or similar	$95.00	$30.00	$125.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	$110.00	$30.00	$140.00
Wheel Loader, 4.5 CY, 980 or similar	$130.00	$30.00	$160.00
Wheel Loader-Backhoe, 1.0-1.5 CY	$95.00	$30.00	$125.00

EXHIBIT C


SWA
DEBRIS ZONES
and
POTENTIAL TEMPORARY
DEBRIS SITES
Legend
Potential TDS's
Debris Zone Service Areas
Municipalities
Mecca Farms
SWA Landfill
20 Mile Bend
Wallis Rd
Cholee Park
Palm Beach Downs
South County Regional Park
1
2
3
4
5
Indiantown Rd
Pratt Whitney Rd
Alexander Run
Jupiter Farms Rd
Bee Line Hwy
Northlake Blvd
Orange Blvd
60th St N
W Sycamore Dr
Seminole Pratt Whitney Rd
Royal Palm Beach Blvd
Okeechobee Blvd
Southern Blvd
Forest Hill Blvd
Pierson Rd
Lantana Rd
Hypoluxo Rd
Gateway Blvd
Woolbright Rd
Golf Rd
Atlantic Ave
Clint Moore Rd
Yamato Rd
Kimberly Blvd
Glades Rd
Boca Rio Rd
Powerline Rd
Conners Hwy
State Road 80
County Road 880
Browns Farm Rd
S State Road 7
S Florida Tpke
Hagen Ranch Rd
S Jog Rd
El Clair Ranch Rd
Lyons Rd
N Haverhill Rd
Ocean Blvd
N Federal Hwy
Miles
0 0.75 1.5 3 4.5 6

LOCATION OF PUBLICLY OWNED DEBRIS MANAGEMENT SITES

Solid Waste Authority Temporary Debris Disposal Sites

SITE	LOCATION
Mecca Farms	Approximately 1 mile north of Northlake Blvd on the east side of Seminole Pratt Whitney Rd
Dyer Closed Landfill	South of Beeline Hwy on the west side of Haverhill Road
20 Mile Bend/Palm Beach Aggregates *	North side of Southern Blvd approximately 4 miles west of Lion Country Safari
Hooker Highway *	South side of Hooker Highway approximately 1 mile west of the intersection of State Road 80 and 441
Wallis Road	Located on the north side of Wallis Road between Haverhill Road and Military Trail
Cholee Park	West of Jog Road on the south side of Forest Hill Blvd across from the entrance to Okeeheelee Park
Palm Beach Downs	Approximately ¾ mile west of 441 on West Atlantic Avenue
South County Regional Park	Take Glades Road west of 441 approximately 2 miles to Ponderosa Drive and turn north to the site

* Private Sites used in the past.

EXHIBIT E

SMALL BUSINESS ENTERPRISE (SBE) PLAN

CONTRACTOR will retain the services of a certified SBE sub-contractor(s) to provide debris removal and disposal services following activation by the AUTHORITY.

CONTRACTOR will make every effort to meet 15% Small Business Enterprise (SBE) participation.

EXHIBIT F

SOLID WASTE AUTHORITY
OF PALM BEACH COUNTY
7501 North Jog Road
West Palm Beach, Florida 33412
Telephone: 561-640-4000 • Fax: 561-640-3400

TASK ORDER
DISASTER DEBRIS MANAGEMENT

TO _____
Task Order No.

In accordance with _____(Contractor) contract, with the Solid Waste Authority of PBC, Florida, (AUTHORITY) Agreement No. _____ for Hurricane/Disaster Debris Removal, Reduction, and Disposal dated _____ the AUTHORITY hereby requests and authorizes the services to be performed on the project as described below:

Project: _____

Specific Work to be performed: _____

Duration of Work (Include Start Date, End Date and Total Calendar Days): _____

Method of Payment: _____

Estimated Cost of this Task Order: $ _____

Contractor Signature: _____ Date: _____

AUTHORITY Signature: _____ Date: _____

SWA Use Only					
SWA Requestor/Monitor:				Date:	
SWA Dept. Director:				Date:	
Vendor No.:		Account No.:		Project:	
Purchasing:		Budget:		Accounting:	

White/SWA Contract File Green/Purchasing Yellow/Debris Contractor Pink/Debris Consultant Gold/Finance File

FEMA 322
PUBLIC ASSISTANCE GUIDE

CHAPTER 5

PROJECT MANAGEMENT

Project management begins when a disaster occurs and does not end until an applicant has received final payment for the project. Good project management ensures successful recovery from the disaster, expedited payment of funds, and more efficient close-outs of PA Program grants.

Record Keeping

It is critical that the applicant establish and maintain accurate records of events and expenditures related to disaster recovery work. The information required for documentation describes the "who, what, when, where, why, and how much" for each item of disaster recovery work. The applicant should have a financial and record keeping system in place that can be used to track these elements. The importance of maintaining a complete and accurate set of records for each project cannot be over-emphasized. Good documentation facilitates the project formulation, validation, approval, and funding processes.

All of the documentation pertaining to a project should be filed with the corresponding *PW* and maintained by the applicant as the permanent record of the project. These records become the basis for verification of the accuracy of project cost estimates during validation of small projects, reconciliation of costs for large projects, and audits.

Applicants should begin the record keeping process before a disaster is declared by the President. To ensure that work performed both before and after a disaster declaration is well documented, potential applicants should:

- designate a person to coordinate the compilation and filing of records;
- establish a file for each site where work has been or will be performed; and
- maintain accurate disbursement and accounting records to document the work performed and the costs incurred.

The Federal Office of Management and Budget requires grant recipients to maintain financial and program records on file for three years following final payment. Records of grant recipients may be subject to the provisions of the Single Audit Act, as described on page 117 of this guide. Applicants may refer to the Applicant Handbook, FEMA 323, for additional information regarding record-keeping.

MOBILIZATION SCHEDULE

CONTRACTOR shall commence mobilization of equipment, operators, and laborers immediately upon receipt of a Mobilization Task Order to meet the progress pattern set below.

	Category 1 & 2	Category 3	Category 4	Category 5
Within 24 hours	40%	25%	20%	15%
Within 48 hours	80%	40%	35%	25%
Within 72 hours	100%	75%	50%	45%
Within 96 hours		100%	70%	60%
Within 7 days			90%	80%
Within 10 days			100%	90%
Within 14 days				100%

FHWA-1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA hava the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to

take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve

such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsaquent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives,

and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of epprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or

without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transection under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to

certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job ordar by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the Contractor will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. Contractor will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (*e.g.*, concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. The Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the Authority prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, Contractor shall furnish invoices to document the costs of such material, and obtain the Authority's written approval prior to incorporating the material into the project.

EXHIBIT K

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____ as Principal and _____ a Corporation, as Surety, are bound to the Solid Waste Authority of Palm Beach County, hereinafter referred to as "Authority", in the sum of _____ **Dollars (up to $10,000,000),** for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, 20_____ between Principal and Authority for Proposal of Hurricane/Disaster Debris Removal, Reduction and Disposal, **Agreement No. 13-253,** the Agreement being made a part of this bond by reference, in the time and in the manner prescribed in the Agreement, and;

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, and;

3. Pays Authority all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Agreement, and;

4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, and;

5. At completion of all work covered by Agreement and Final Payment by Authority to Principal then Principal will replace this Performance and Payment Bond with a Proposal Bond, in the amount of 5% of this Performance and Payment Bond, to be held by the Authority as a guarantee that Principal will provide to the Authority a Performance and Payment Bond in the amount of up to $10,000,000 on the occasion of a subsequent Task Order in accordance with the above referenced Agreement;

then this bond is void; otherwise it remains in full force.

Surety shall be responsible for any and all liquidated damages imposed by the Authority for the referenced Agreement.

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond. Any increase in the total Agreement amount as authorized by the Authority shall accordingly increase the Surety's obligation by the same dollar amount of said increase. CONTRACTOR shall be responsible for notification to Surety of all such changes.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Signed and sealed this ____ day of _____, 20____.

PRINCIPAL: _____

By: _____
Signature

WITNESS:

Name: _____

1. _____

Title: _____

2. _____

Address: _____

_____

Telephone: _____

SURETY: _____

By: _____
Signature

WITNESS:

Name: _____

1. _____

Title: _____

2. _____

Address: _____

_____

Telephone: _____

NOTE: Date of Bond must not be prior to date of Agreement. If CONTRACTOR is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Authority.

PROPOSAL FORM 2 – PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

Bergeron Emergency Services, Inc. , as Principal and
(Name of Proposer)

Hartford Accident and Indemnity Company , as Surety, are
(Name of Surety)

hereby held and firmly bound unto the Solid Waste Authority of Palm Beach County, West Palm Beach, Florida, as Obligee, in the sum of:

Five Hundred Thousand and 00/100

Dollars ($ 500,000.00) / 5% of the Performance and Payment Bond, which is in the amount of $10,000,000, as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the Solid Waste Authority of Palm Beach County a certain Proposal attached hereto and made a part hereof, to enter into an Agreement, hereinafter referenced to as the **AGREEMENT FOR HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION, AND DISPOSAL.**

NOW THEREFORE,

a. If said Proposal shall be rejected or withdrawn as provided in the Request for Proposal or, in the alternative,

b. If said Proposal shall be accepted and the Principal shall duly execute and deliver the Agreement attached hereto and shall furnish all insurance requirements, the specified Performance and Payment Bond for the faithful performance of the Agreement and for the payment of labor and materials furnished for the performance of the Agreement,

then this obligation shall be void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Proposal may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the 1st day of July, 20 13.

PRINCIPAL: Bergeron Emergency Services, Inc.

By: _____
Signature

(Seal)

WITNESS:

1. _____

2. _____

Name: Ronald M. Bergeron, J.R.

Title: owner / President

Address: 19612 S.W. 69th Place
Fort Lauderdale, FL 33332

Telephone: (954) 680-6100

SURETY: Hartford Accident and Indemnity Company

By: _____
Signature

(Seal)

WITNESS:

1. As per attached power of attorney

2. _____

Name: Brett Rosenhaus,

Title: Attorney in fact

Address: One Hartford Plaza
Hartford, CT 06155-0001

Telephone: 860-547-5000

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, in accordance with Florida Statute 287.0935, and be approved by the Solid Waste Authority of Palm Beach County.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT: Agency Code: 21-229752

- [X] Hartford Fire Insurance Company, a corporation duly organized un der the laws of the State of Connecticut
- [X] Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- [X] Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- [ ] Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- [ ] Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- [ ] Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- [ ] Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- [ ] Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, *up to the amount of unlimited:*

Brett Rosenhaus, Jason Katz
of
Lake Worth, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Pasoka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 1, 2013
Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

THE HARTFORD

Orlando Regional Bond Department

June 27, 2013

Solid Waste Authority of Palm Beach County
7051 North Jog Road
West Palm Beach, FL 33412

RE: Bergeron Emergency Services, Inc.
RFP# 13-240/MRK, Hurricane/Disaster Debris Removal, Reduction and Disposal
Estimated Contract Price: $10,000,000

To Whom It May Concern:

The Hartford, through its operating entities, has issued surety bonds to Bergeron Emergency Services, Inc. since 1995, during which time we have favorably considered projects up to $100,000,000 for any single projects, up to an aggregate program of $150,000,000. Our experience with Bergeron Emergency Services, Inc. has been excellent, and we highly recommend them to you.

As surety for Bergeron Emergency Services, Inc., The Hartford will favorably consider providing a 100% Performance Bond and a 100% Payment Bond for the above captioned estimated $10,000,000 project, provided a contract is awarded to, and executed by Bergeron Emergency Services, Inc.

Please understand that any arrangement for any bonds is a matter between Bergeron Emergency Services, Inc. and The Hartford and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

The Hartford expressly reserves the right to review the terms and conditions of the contract, contract amount and bond form, evaluate pertinent underwriting data, and verify the adequacy of project financing prior to the issuance of bonds for the referenced project.

Very Truly Yours,

Randal S. Turner
The Hartford

P.O. Box 958461
Lake Mary, FL 32795
Toll Free 800 824 1732
Facsimile 877 536 9102

AMENDMENT #1 TO THE AGREEMENT FOR
HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL BETWEEN
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND BERGERON EMERGENCY SERVICES, INC.
DATED THE 21TH DAY OF AUGUST, 2013

This First Amendment, dated the 14th day of May, 2014 to the Agreement for the above written services, **Agreement No. 13-253**, between the **Solid Waste Authority of Palm Beach County** (hereinafter referred to as AUTHORITY), and **Bergeron Emergency Services, Inc.** (hereinafter referred to as CONTRACTOR).

Whereas, both parties desire to modify the Agreement; and,

Whereas, AUTHORITY, desires CONTRACTOR to continue to perform the services as may be specifically designated and authorized by the AUTHORITY; and,

Now, therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

Remove page 7 of the agreement in its entirety and replace it with page 7 to revise Article 27, Access and Audits.

Remove page 13 of the agreement in its entirety and replace it with page 13 to add Article 51, Remedies.

All other provisions of the Agreement for the services as written above dated the 21th of August, 2013 shall remain in full force and effect and shall not be altered, amended or rescinded except as provided herein.

In Witness Whereof, the Executive Director of the AUTHORITY has made and executed this Amendment on behalf of the Solid Waste Authority of Palm Beach County and Bergeron Emergency Services, Inc. has executed this Amendment as of the day and year above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. _____

2. _____

Approved as to Form and Legal Sufficiency:

By: _____
General Counsel to the Authority

By: _____
Mark Hammond
Executive Director

Attest:

_____
Corporate Secretary

BERGERON EMERGENCY SERVICES, INC.:

By: _____
Signature

(Corporate Seal)

Witness:

1. _____

2. _____

Name: RONALD M. BERGERON, JR

Title: PRESIDENT

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for it's use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 - ACCESS AND AUDITS

CONTRACTOR shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by FEMA'S 322 Public Assistance Guide, page 114, as amended, incorporated in this Agreement as Exhibit G. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONTRACTOR'S place of business.

In the event records retention requirements in Florida Statutes Chapter 119 and 257 exceed those of FEMA, the records shall be retained to comply with State of Florida requirements.

ARTICLE 45 - AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONTRACTOR agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FHWA, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONTRACTOR'S performance of the Agreement.

ARTICLE 46 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The CONTRACTOR shall cooperate with the AUTHORITY, FDOT, FHWA and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

ARTICLE 47 - AMERICANS WITH DISABILITIES ACT

The CONTRACTOR does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, et seq.), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FHWA, FEMA and other Federal-aid agencies.

ARTICLE 48 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, *et. seq.* and 3601 *et.seq.*), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FHWA, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

ARTICLE 49 - CONVICT LABOR PROHIBITION

The CONTRACTOR does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

ARTICLE 50 - CERTIFICATION REGARDING LOBBYING ACTIVITIES

A bidder or proposer for an award of certain Federal-aid contracts in the amount of $100,000 or more, must file the certification required by 49 CFR Part 20. The CONTRACTOR confirms that by signing and submitting a bid or proposal for the work covered by this Agreement, it made the certification described in Section XI of the attached FHWA Form 1273, Exhibit I.

ARTICLE 51 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.