

TOWN OF LOXAHATCHEE GROVES
Town Hall Council Chambers
TOWN COUNCIL REGULAR MEETING
AGENDA

DECEMBER 1, 2020 – 7:00 – 10:30 P.M.

Palm Beach County entered modified “Phase-3” Covid-19 public protocols, limited public audience can be accommodated in Town Hall (currently a max 12-person audience w/mandatory facemasks, social distancing, first come seating). Public comment is also accepted by writing the Clerk’s office. This meeting will be streamed and close-captioned as normal, access instructions posted on website.



Lisa El-Ramey, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Robert Shorr, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

Administration

Town Manager, James S. Titcomb
Assistant Town Manager, Francine L. Ramaglia
Town Attorney, James Brako, Esq.
Town Clerk, Lakisha Q. Burch
Public Works Director, Larry A. Peters, P.E.

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Town of Loxahatchee Groves. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Palm Beach County entered "Phase-3" Covid-19 protocols, a limited public audience can be accommodated of up to 12-persons in audience, mandatory masks, social distancing, first come seating). Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments received will be "received and filed" and acknowledged as part of the official public record for indicated meeting. The Town Council meeting will be live-streamed and close-captioned for the public via our website.

CONSENT AGENDA

1. Renewal and Extension of Sluggett & Associates (Lobby/Gov-Relations) Contract.
2. Renewal and Extension of Johnson & Davis (Engineering Road Services) Contract.
3. Approval of Warrant DD-09, transfers between Town of Loxahatchee Groves and Loxahatchee Water Control Dependent District.
4. Town Purchasing Policy Manual - Legal and language updated for sufficiency and adoption.
5. Receive and File- Vendor Payments in FY 2020 between \$10,000 and \$25,000

REGULAR AGENDA

6. Discussion/direction on pre-vetted public agency ("piggyback") contractual services to save time, costs and deploy critical services for Building, Permits, Inspections & Code Enforcement and roadway, canal and public works work and engineering.
7. ITID option(s) on 43rd Rd N. interim subdivision agreement(s) for access and services.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)
Laura Danowski, Councilmember (Seat 2)
Lisa El-Ramey, Mayor (Seat 3)
Robert Shorr, Councilmember (Seat 4)
Marge Herzog, Vice Mayor (Seat 5)

TOWN STAFF COMMENTS

Town Manager
Town Attorney
Public Works

ADJOURNMENT

Comment Cards: Note public comment rules are modified during the COVID-19 pandemic, see above.

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting 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 included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.

RENEWAL OF LOBBYING AND CONSULTING SERVICES AGREEMENT

This renewal agreement (“Renewal Agreement”) of the Lobbying and Consulting Services Agreement (the “Agreement”) dated November 7, 2018 is entered into this 1st Day of December, 2020 between the Town of Loxahatchee Groves, a Florida municipal corporation ("the Town") and Geoffrey B. Sluggett & Associates, Inc., a Florida For-Profit Corporation (the “Consultant”).

W I T N E S S E T H:

WHEREAS, the Town and Consultant entered into a 12-month Agreement on November 7, 2018, which permits the renewal thereof for two additional one-year periods upon the written agreement between parties thereto; and,

WHEREAS, the Consultant and the Town agreed to the Consultant’s exercise of its first renewal option and amendment of the Agreement on January 7, 2020 (the “First Amendment”), incorporated herein by reference; and,

WHEREAS, pursuant to the Agreement, as amended, the City and Consultant desire to renew the Agreement for one additional year.

NOW, THEREFORE, for the mutual covenants herein contained, the City and Consultant agree as follows:

1. **Recitals.** The recitations set forth above are incorporated as if fully set forth herein.
2. **Renewal Term.**

The Agreement shall be renewed for one additional year. The renewal shall commence on November 7, 2020 and expire on November 7, 2021.

3. **Original Agreement.** All other terms and conditions of the Agreement, as amended, not expressly modified herein, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have entered into this Renewal Agreement as of the day and year first above written.

ATTEST:

Town of Loxahatchee Groves

Lakisha Q. Burch, Town Clerk

By: _____
Lisa El-Ramey, Mayor

Approved as to Form:

James M. Brako, Town Attorney

ATTEST:

Consultant:
Geoffrey B. Sluggett & Associates, Inc.

Print Name: _____

By: _____
Geoffrey B. Sluggett, President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Notary Public-State of Florida

Name Typed, Printed or Stamped

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Town of Loxahatchee Groves

155 F Rd • Loxahatchee Groves, FL 33470 • (561) 793-2418 • Fax: (561) 793-2420 •
www.loxahatcheegrovesfl.gov

February 5, 2020

Geoffrey B Sluggett & Associates
500 South Australian Avenue, Suite 710
West Palm Beach, Florida 33401

Dear Mr. Sluggett,

Re: First Amendment to the Lobbying & Consulting Services Agreement
between Geoffrey B Sluggett & Associates, Inc. and the Town of
Loxahatchee Groves

Enclosed is an original of a First Amendment regarding the Lobbying & Consulting
Agreement by the Town of Loxahatchee Groves.

The Agreement must be signed and notarized where indicated, with the original being
returned to our office.

Feel free to call the Clerk's office at (561)793-2418 with any questions or concerns.

Sincerely,



Jennifer Lopez
Administrative Assistant

**FIRST AMENDMENT TO THE LOBBYING AND CONSULTING
SERVICES AGREEMENT BETWEEN GEOFFREY B. SLUGGETT
& ASSOCIATES, INC. AND THE TOWN OF LOXAHATCHEE
GROVES**

This First Amendment to the Agreement for Lobbying and Consulting Services is entered into between The Town of Loxahatchee Groves, Florida ("Town") and Geoffrey B. Sluggett & Associates, Inc. ("Lobbyist/Consultant") this 7th day of January 2020.

This First Amendment (the "Amendment") is made by Geoffrey B. Sluggett & Associates, Inc. and the Town of Loxahatchee Groves, Florida, parties to the agreement executed and approved November 18th, 2018 (the "Agreement").

The Agreement is amended as follows:

1. FEES. The Fees and Expenses shall be amended to revise the terms of compensation from an hourly rate to a monthly retainer fee of \$5,000.00 per month.
2. NO CONFLICTS OF INTEREST. Lobbyist/Consultant agrees to devote an appropriate amount of time and attention to the Town's business. During the term of this Agreement, Lobbyist/Consultant shall not engage in any other business activity which does pose a conflict of interest between the other business activity and Town's interests or Lobbyist/Consultant's representation of the Town, regardless of whether it is pursued for gain or profit, without Town's express written consent.
3. ASSIGNMENT. Lobbyist/Consultant acknowledges and agrees that its services are unique and personal. Accordingly, Lobbyist/Consultant may not assign its rights or delegate its duties or obligations under this Agreement.
4. INDEPENDENT CONTRACTOR. Lobbyist/Consultant and its employees, subcontractors and agents are independent contractors in the rendition of services under this Agreement and shall not hold itself out nor permit its employees, subcontractors or agents to hold themselves out, nor claim to be, officers or employees of Town.
5. ETHICAL AND LEGAL CONSIDERATIONS. Lobbyist/Consultant agrees to comply with all applicable local, state and federal laws, rule and regulations in its services to Town under this Agreement, including but not limited to obtaining all needed registrations and permits to engage in the services to be performed pursuant to this Agreement.
6. GOVERNING LAW. This Agreement shall be governed and interpreted pursuant to the laws of the State of Florida. The parties agree that venue under this Agreement shall be in Palm Beach County, Florida.
7. PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Lobbyist/Consultant certifies that it, its

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.

8. PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Lobbyist/Consultant should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9. PUBLIC RECORDS. The Lobbyist/Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the LOBBYIST/CONSULTANT does not transfer the records to the Town.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the LOBBYIST/CONSULTANT or keep and maintain public records required by the Town to perform the service. If the LOBBYIST/CONSULTANT transfers all public records to the Town upon completion of the Agreement, the LOBBYIST/CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LOBBYIST/CONSULTANT keeps and maintains public records upon completion of the Agreement, the LOBBYIST/CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE LOBBYIST/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOBBYIST/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, lburch@loxahatcheegrovesfl.gov, or 155 F. Road, Loxahatchee Groves, FL

33470.

10. NOTICES. For the purpose of any official notices pursuant to the terms of this Agreement, notice may be provided by hand-delivery or nationally recognized overnight courier to the parties' official address as follows:

TOWN:

Town of Loxahatchee Groves
Attention: Town Manager
155 F Road
Loxahatchee Groves, Florida 33470

LOBBYIST/CONSULTANT:

Geoffrey B. Sluggett & Associates
500 South Australian Avenue, Suite 710
West Palm Beach, Florida 33401

11. SCRUTINIZED COMPANIES. As provided in F.S. 287.135, by entering into any agreement with the Town, or performing any work in furtherance hereof, the Lobbyist/Consultant certifies that Lobbyist/Consultant and Lobbyist/Consultant's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the Lobbyist/Consultant submits a bid or proposal for a contract or before the Lobbyist/Consultant enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the Lobbyist/Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time the Lobbyist/Consultant submits a bid or proposal for a contract or before the Lobbyist/Consultant enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the Lobbyist/Consultant must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information available to the public, that a false certification has been submitted by the Lobbyist/Consultant, the Town's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

12. TERM. The term of the Agreement is extended until November 7, 2020.

13. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Lobbying and Consulting Services Agreement to be executed as of the day and year set forth above.

ATTEST:

TOWN OF LOXAHATCHEE GROVES

By: [Signature]
Lakisha Burch, Town Clerk

By: [Signature]
Robert Shorr, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
R. Brian Shutt, Town Attorney

LOBBYIST/CONSULTANT: GEOFFREY B. SLUGGETT & ASSOCIATES, INC.

By: [Signature]

Print Name: GEOFFREY SLUGGETT

Title: PRES.

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF Palm Beach



PAMELA J. SLATER
Commission # GG 251155
Expires October 12, 2022
Bonded Thru Budget Notary Services

The foregoing instrument was acknowledged before me this 12 day of February 2020 by GEOFFREY SLUGGETT as PRESIDENT of G. SLUGGETT & ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following known personally as identification.

Notary Public [Signature]
Print Name: PAMELA SLATER
My commission expires: 10/12/22

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Town of Loxahatchee Groves

155 F Road
Loxahatchee Groves, FL 33470

Phone (561) 793-2418
Fax (561) 793-2420
www.loxahatcheegrovesfl.gov

November 15, 2018

Geoffrey B Sluggett & Associates
500 South Australian Avenue, Suite 710
West Palm Beach, FL 33401

Dear Mr. Sluggett:

Enclosed is the fully executed Consulting and Lobbying Services Agreement between the Town and your company.

Please be advised that the term of this Agreement commences on November 6, 2018, and ends on November 6, 2020. Additionally, this contract can be renewed for two (2) additional one (1) year periods upon written agreement between the two parties.

We look forward to working with you on behalf of the Town.

Sincerely,



Perla D. Underwood
Acting Town Clerk

Attachment

Cc: William F. Underwood, II, Town Manager
Francine Ramaglia, Assistant Town Manager



GOVERNMENT RELATIONS + PUBLIC POLICY AND STRATEGIC PLANNING + REGULATORY MONITORING AND ACTION + LAND USE AND ZONING

October 29, 2018

Mr. William Underwood, Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Re: General Representation
Our File: LoxGroves.Pro

Dear Mr. Underwood:

We are pleased that you have requested GEOFFREY B. SLUGGETT & ASSOCIATES, INC. ("Contractor") to provide professional consulting services to the Town of Loxahatchee Groves ("TOWN").

Please review the following description of services and fees. If you agree with the terms set out below, please sign on the line indicated and return the original to us, together with the agreed retainer.

SCOPE OF SERVICES

Client desires GEOFFREY B. SLUGGETT & ASSOCIATES, INC. to perform the following services:

- Provide Government Relations Consulting and Lobbying Services to Client to assist in identifying and obtaining appropriations for additional funding for road, drainage, and all transportation elements & infrastructure programs.
- Provide communications and community outreach as needed to effectuate the Scope of Services contained herein.
- Communicate and meet with all necessary staff and elected officials at the County, State and Federal levels of government, as needed, to effectuate the Scope of Services contained herein.
- Identify, communicate and meet with potential private funding sources to effectuate the Scope of Services contained herein.

5500 SOUTH AUSTRALIAN AVENUE, SUITE 710 • WEST PALM BEACH, FLORIDA 33401-6223 • PHONE: 561.689.2202 • FAX: 561.689.8380
E-MAIL: GBS@SLUGGETT.COM • WWW.SLUGGETT.COM

- Research and identify appropriations and funding sources for Scope of Services and attend all necessary meetings related to same.

Client agrees to:

Pay GEOFFREY B. SLUGGETT & ASSOCIATES, INC. for the performance of the above services as set forth herein.

Cooperate fully with GEOFFREY B. SLUGGETT & ASSOCIATES, INC. by providing all necessary information and disclosing all material facts which will aid us in rendering the requested services to you.

FEES AND EXPENSES

In consideration of the services performed by Geoffrey B. Sluggett & Associates, Inc., TOWN agrees to pay GEOFFREY B. SLUGGETT & ASSOCIATES, INC., for services as follows:

In consideration of the services performed by Geoffrey B. Sluggett & Associates, Inc., Client agrees to pay Geoffrey B. Sluggett & Associates, Inc., for services as follows:

•	Geoffrey B. Sluggett	\$350.00 per hour
•	Mary E. McNicholas	\$350.00 per hour

Prior approval will be obtained for any expenses for travel outside of Palm Beach County (mileage, travel, food & beverage, etc.), applicable Lobbyist Registration fees, and any other expenses for items requested by the TOWN. All will be billed and reimbursed at actual cost. Client shall have the option of paying third party consultants and application fees directly, or if advanced by GEOFFREY B. SLUGGETT & ASSOCIATES, TOWN will be billed at cost plus ten (10%) percent. Statements of Account shall be submitted to Client on or about the first day of each month for services through the end of the preceding month. TOWN agrees to pay in full the amount of each statement within ten (10) days. Unpaid balances shall accrue interest at the rate of one and one-half (1½%) percent per month.

RETAINER

Prior to Geoffrey B. Sluggett & Associates, Inc., commencing professional services, Client will pay to Geoffrey B. Sluggett & Associates, Inc., a retainer in the amount of -\$0.00 —.

GENERAL MATTERS

The term of this agreement shall be for a minimum of twelve (12) months commencing on the date of Council approval. Contract may be renewed for two (2) additional twelve (12) month periods upon written agreement between TOWN and Geoffrey B. Sluggett & Associates.

Either party may terminate this Agreement prior to expiration of the term with or without cause upon 60 days written notice to the other party.

Prior to bringing any lawsuit under this Agreement, the parties agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the applicable rules of the Florida Rules of Civil Procedure. Good faith compliance with this clause shall be considered a condition precedent to the right of any party to bring a lawsuit under this Agreement. In the event that the dispute cannot be resolved through mediation and litigation arises out of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and court costs. The TOWN agrees to pay and reimburse GEOFFREY B. SLUGGETT & ASSOCIATES, INC. for all attorney's fees and costs incurred in the event that this agreement is in default, and requires enforcement procedures, collection activity and/or litigation, including at all state, federal, appellate and bankruptcy court levels.

GEOFFREY B. SLUGGETT & ASSOCIATES, INC. neither promises nor warrants any particular outcome or result in this matter.

This letter contains the entire agreement between the TOWN and GEOFFREY B. SLUGGETT & ASSOCIATES, Inc. and can be modified only by written agreement signed by both parties.

Public Records

The TOWN is a public agency subject to Chapter 119, Florida Statutes. GEOFFREY B SLUGGETT & ASSOCIATES shall comply with Florida's Public Records Law. Specifically, GEOFFREY B SLUGGETT & ASSOCIATES shall:

Keep and maintain public records required by the TOWN to perform the service;

Upon request from the TOWN'S custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Statutes, or as otherwise provided by law;

All records stored electronically by the GEOFFREY B SLUGGETT & ASSOCIATES must be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

GEOFFREY B SLUGGETT & ASSOCIATES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

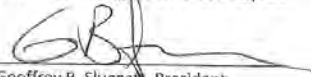
The failure of GEOFFREY B SLUGGETT & ASSOCIATES to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement for which the TOWN may terminate this Agreement.

IF GEOFFREY B SLUGGETT & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS GEOFFREY B SLUGGETT & ASSOCIATES'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN CLERK
155 F ROAD
LOXAHATCHEE GROVES, FL 33470
(561) 793-2418
vwalton@loxahatcheegrovesfl.gov

The Town Council may terminate this Agreement if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Geoffrey B. Sluggett & Associates, Inc.


Geoffrey B. Sluggett, President

Approved and agreed to this 7th day

of November, 2018

By: David Browning

Title: MAYOR

Geoffrey B. Sluggett

Geoff Sluggett, President, has over 33 years of local, regional, and state governmental experience. Prior to starting his own firm, he was with one of the leading lobbying firms in the South Florida region. In addition, he served as Director of Governmental Relations for the Associated General Contractors of America where he represented the commercial and industrial construction industry. His past experience also includes legislative aid/staff experience with the Palm Beach County Board of County Commissioners. Mr. Sluggett has been a lifelong resident of Palm Beach County for over 50 years and holds a Bachelors Degree in Public Affairs from Florida Atlantic University in Boca Raton, Florida.

Mary E. McNicholas

Mary McNicholas, an Associate with the firm, has over 36 years of local governmental experience with Palm Beach County. Prior to joining the firm, she was a Division Director for the Palm Beach County Board of County Commissioners. Ms. McNicholas has been a resident of Palm Beach County for over 36 years and is a native of South Florida. She holds a Bachelors of Science Degree from Murray State University in Murray, Kentucky.

RECEIVED MAY 16 2018



155 F Road • Loxahatchee Groves, Florida 33470 • Telephone (561) 793-2418 • Fax (561) 793-2420 •
www.loxahatcheegrovesfl.gov

May 17, 2018

Johnson-Davis, Inc.
Attn: Larisa Pelkey
A/R Manager, Contracts Admin.
604 Hillbrath Drive
Lantana, Florida 33462

Dear Ms. Pelkey:

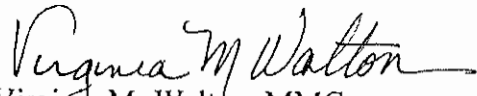
Enclosed please find one fully executed agreement between the Town of Loxahatchee Groves and Johnson-Davis for the Roadway Drainage Maintenance Continuing Contract.

Please be advised that the Town Council had decided at their last meeting to waive the requirement for a Performance and Payment Bonds; however, it appears this information was not disclosed to you prior to execution of your portion of the contract.

Our Town Attorney has advised that their two options. We can leave the contract and Bonds in place; or if you would like to cancel the bonds, we can do a revised contract by adding a Section 9.8 with language that states "no performance or payment bond shall be required unless such is required by state law". Please advise your preference.

Either way, the Town will consider your contract in effect from the original date executed. If you have any questions, please contact the Town Hall Offices.

Sincerely,


Virginia M. Walton, MMC
Town Clerk

Enclosures 1

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated and will be effective on the 17th day of MAY in the year 2018, by and between Town of Loxahatchee Groves (hereinafter called OWNER) and Johnson-Davis Inc. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Roadway Drainage Maintenance
Town of Loxahatchee Groves
Project No. 2018-01

ARTICLE 2. ENGINEER.

Keshavarz & Associates, Inc. 711 N. Dixie Highway, Suite 201, West Palm Beach, FL 33401. Contact Engineer: Randy Wertepny, P.E., Phone: (561) 689-8600, is hereinafter called ENGINEER and is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. SCOPE OF SERVICES.

The Contractor shall perform miscellaneous public works projects, on an as-needed basis, as identified in the specification and invitation to Bid, and such work project shall be under the category and items awarded to the Contractor, as detailed in the bid form and which will be incorporated into a work authorization.

ARTICLE 4. COMPENSATION.

The City's estimated expenditure under this Agreement is One Million Dollars (\$1,000,000) for the initial Two (2) year term. Notwithstanding the estimated expenditure, both parties hereby acknowledge that this Agreement is a requirements agreement and that the Town shall obtain services hereunder on an as-needed basis as determined by the Town. Accordingly, the Town does not guarantee to the Contractor that any amount will be spent during the term of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Application for Payment, as recommended by ENGINEER, due from the Contractor on or about the 1st day of each month during construction as provided below. Progress payments will be made a maximum of once per month. All progress payments will be made on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General

Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in Division 1: General Requirements.

5.1.1. CONTRACTOR, with full knowledge of its rights under the provisions of Section 218.735(8) and 255.078, Florida Statutes, as may be amended and supplemented from time to time, does hereby expressly waive the application and applicability of said Sections 218.735(8) and 255.078, Florida Statutes, as to the retainage percentages the OWNER may withhold from each progress payment made to the CONTRACTOR for construction costs and services.

5.1.2. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

90 % of Work completed.

90 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.3. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, and settlement of all claims, including liquidated damages, if any, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. TERM.

The term of this Agreement shall be Two (2) years from the effective date, unless terminated as provided for in The General Conditions.

The Town shall have the option to renew this Agreement, at its sole discretion, for an additional One (1) year, as provided for in the invitation to the Bid.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Requirements of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface of physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement consisting of 6 pages.

8.2. Exhibits to this Agreement identified as: Contractor's Corporate Resolution (00502); Contractor's Certificate of Insurance; Trench Safety Affidavit (TSA); Ethics Statement (ES), inclusive, together with the Project No. 582 Request for Bid Proposals.

8.3. Notice of Award.

8.4. General Conditions consisting of 33 pages.

8.5. Supplementary Conditions consisting of 12 pages.

8.6. Specifications consisting of 92 pages.

8.7. Drawings not attached hereto but are listed in Section 00860 List of Drawings.

8.8. Addenda numbers 1 to 2, inclusive.

8.9. CONTRACTOR's Bid Proposal consisting of 43 pages.

8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.

8.11. Notice of Compliance with Chapter 556, Florida Statutes consisting of 1 page.

8.12. The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. Except as set forth in the following subparagraph to this Section 9.2, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The aforementioned prohibition against assignment shall not be applicable to the assignment by the Owner to other governmental entities or agencies of any or all of the Contractor's warranties and guarantees as set forth in Article 13 of the Standard General Conditions of the Construction Contract, as amended by the applicable Supplementary Conditions, which are incorporated as Contract Documents in this Agreement.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4. 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 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.5. The Contractor does hereby agree to the non-disclosure provisions of Chapter 119, Florida Statutes, for any building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure being constructed pursuant to this Agreement for the Owner.

9.6. The Town is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

9.6.1 Keep and maintain public records required by the TOWN to perform the service;

9.6.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

9.6.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the TOWN; and

9.6.4 Upon completion of the contract, CONTRACTOR shall transfer to the TOWN, at no cost to the TOWN, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

9.6.5 If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at:

TOWN CLERK
155 F ROAD
LOXAHATCHEE GROVES, FL 33470
(561) 793-2418
vwalton@loxahatcheegrovesfl.gov

9.6.6 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the TOWN shall enforce the Default in accordance with the provisions set forth in Section 10.

9.6.7 The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from CONTRACTOR and, any, if applicable, subcontractors and lower tier subcontractors. Understands and agrees that in addition to all other remedies and consequences provided by law, failure of CONTRACTOR or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement. CONTRACTOR shall be responsible for all costs incurred by it as a result of any review involving it by the Inspector General; and, in the event of an adverse determination caused by CONTRACTOR, or if applicable, subcontractors and lower tier subcontractors. CONTRACTOR shall be responsible for the TOWN'S costs of such Inspector General review.

9.7. Bidder understands that pursuant to Section 20.055 (5), Florida Statutes, state officers, employees, agencies, special districts, boards, commissions, contractors, and subcontractors must cooperate with Inspector General(s) of the State of Florida in any investigation, audit, inspection, review, or hearing and agrees to comply accordingly.

ARTICLE 10. INDEMNIFICATION.

10.1. The parties agree that 1% of the total compensation paid to the Contractor for performance of this Agreement shall represent the specific consideration for the Contractor's indemnification of the Owner and Engineer as is set forth in Paragraphs 6.30 and 6.31 of the General Conditions.

10.2. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

ARTICLE 11. WAIVER.

11.1. The waiver by any Party to this Agreement of any failure on the part of another Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

ARTICLE 12. THIRD PARTY BENEFICIARIES.

12.1. Neither Owner nor Contractor intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based on this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

ARTICLE 13. SEVERABILITY.

13.1. The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

ARTICLE 14. ENTIRE AGREEMENT.

14.1. It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE 15. JOINT PREPARATION.

15.1. The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations here and that the preparation of this Agreement has been a joint effort. The language agreed to expresses their mutual intent and their resulting documents shall not, solely, as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 16. APPLICABLE LAW/WAIVER OF JURY TRIAL.

16.1. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to trial by jury of any such litigation. Venue for any litigation shall be in Palm Beach County, Florida.

ARTICLE 17. AMENDMENTS.

17.1. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both Parties.

ARTICLE 18. MULTIPLE ORIGINALS.

18.1. This Agreement may be fully executed in multiple copies and counter parts by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 19. AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.

19.1. Contractor shall adhere to an affirmative action policy. In the performance of this Agreement, Contractor shall not discriminate against any firm, employee or applicant for employment or any other firm/individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

ARTICLE 20. PROTECTION OF TOWN AND ADJACENT PROPERTY.

20.1. At all times during the performance of this Agreement, Contractor shall protect the property of the Owner and adjacent property owners from all damage whatsoever on account of the work being carried on under this Agreement.

ARTICLE 21. CONFLICTS.

21.1. In the event that there is any conflict between this Agreement, the Special Conditions and the General Conditions, the conflict shall be resolved in the following order: this Agreement, then Special Conditions, then General Conditions.

ARTICLE 22. LEGAL REPRESENTATION.

22.1. It is acknowledged that each Party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the Party preparing same shall not apply due to the joint contribution of both Parties.

ARTICLE 23. OWNERSHIP OF DOCUMENTS.

23.1. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of Owner whether or not the project for which they are made is completed. TOWN hereby agrees to use MJC's work product for its intended purposes.

ARTICLE 24. NO CONTINGENT FEES.

24.1. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 Contractor, any fee, commission, percentage, gift, or other

consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 25. BINDING AUTHORITY.

25.1. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 26. EXHIBITS.

26.1. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

ARTICLE 27. HEADINGS.

27.1. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 28. ATTORNEYS' FEES.

28.1. In the event that either Party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorneys' fees and court costs in addition to any other remedy afforded by law.

ARTICLE 29. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.

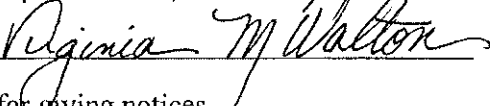
29.1. Owner shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and maintain all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless Contractor is notified in writing by the TOWN of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's expense. Contractor shall comply with inspection and reproduction obligations of Florida law relating to public records in its possession. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Owner to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Owner's disallowance and recovery of any payment upon such entry.

29.2. In addition, Contractor shall respond to the reasonable inquiries of any successor in interest to Owner and allow any such successors in interest to Owner to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers as required by law or as needed to Contractor prior to final payment, in accordance with this Agreement and the Schedule for Contractor's services.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate.

OWNER Town of Loxahatchee

By 
TODD HOLDEN, VICE MAYOR

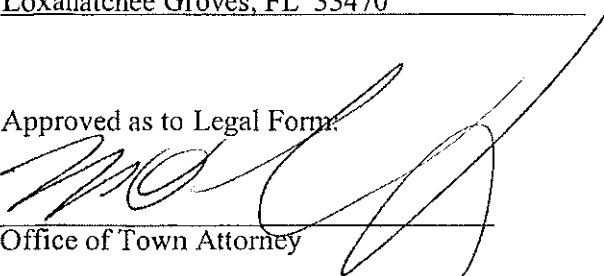
Attest: 

Address for giving notices

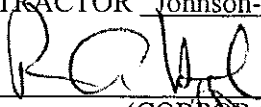
155 F Road

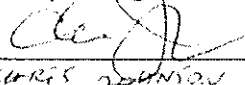
Loxahatchee Groves, FL 33470

Approved as to Legal Form:


Office of Town Attorney

CONTRACTOR Johnson-Davis Inc.

By 
(CORPORATE SEAL) ROBERT J. JOHNSON

Attest: 

Address for giving notices

604 Hillbrath Drive

Lantana, FL 33462

License No. CUC043007

Agent for service of process:

SWIFT JOHNSON
(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION

PROJECT: Roadway Drainage Maintenance Continuing
Contract
For
Town of Loxahatchee Groves
Project No. 2018-01

SECTION 00502

CONTRACTOR'S CORPORATE RESOLUTION

OF JOHNSON-DAVIS INC
(Name of Corporation)

WHEREAS, THE TOWN OF LOXAHATCHEE GROVES, an independent municipality of Palm Beach County, has requested bid to do certain work as further set out in its Bid Documents; and

WHEREAS, this corporation has submitted a bid in accordance with the aforementioned Bid Documents; and

WHEREAS, a proposed Agreement has been presented to this corporation by THE TOWN OF LOXAHATCHEE GROVES for carrying out the work as set forth in this corporation's bid; and

WHEREAS, this corporation desires to enter into said Agreement with THE TOWN OF LOXAHATCHEE GROVES;

THEREFORE, be it resolved, that ROBERT A. GRIFFIN
the VICE PRESIDENT (title) of this corporation be, and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this corporation and under its corporate seal the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated with said copy being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the officers of this corporation be and they are hereby authorized, empowered, and directed in the name and for the account of this corporation to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Board of Directors of JOHNSON-DAVIS, INC. (name of corporation) a corporation duly organized and existing under the laws of the State of FLORIDA, having its principal place of business at 6014 HILLCREST DR. LANTANA, FL. 33462 duly adopted in accordance with the By-Laws, and recorded in the Minutes of the meeting of said Board held on the 15 day of MAY, 20 18, and now in full force and effect;

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this 15 day of May, 20 18.

Secretary CHRISTOPHER JOHNSON

(CORPORATE SEAL)

END OF SECTION

PROJECT: Roadway Drainage Maintenance Continuing Contract
For
Town of Loxahatchee Groves
Project No. 2018-01

ETHICS STATEMENT

WHEREAS, the OWNER and CONTRACTOR intend by this Ethics Statement (Statement) to address certain ethical understandings as to the CONTRACTOR's award or selection for its past, present or future provision of services or material pursuant to this Agreement.

NOW, THEREFORE, the OWNER and CONTRACTOR for and in consideration of the mutual understandings and covenants set forth in the Agreement together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct to the best of the knowledge of the parties hereto and are incorporated herein by this reference.

SECTION 2. STATEMENT. The CONTRACTOR does hereby warrant, covenant, represent and state as follows:

- (a) It has not, nor will it employ or retain any person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure the OWNER's award or selection of the CONTRACTOR for the provision of services or materials pursuant to Agreement.
- (b) It has not, nor will it pay or agree to pay any person, other than a bona fide employee working for said CONTRACTOR, any fee, commission, percentage, gift or other consideration that was or is contingent upon or resulting from the OWNER's award or selection of the CONTRACTOR for the provision of services or materials pursuant to the Agreement.
- (c) It has not, nor will it pay any money or contribution to any officer, employee or consultant of the OWNER as a fee, commission, kickback, reward or gift directly or indirectly by any employee, consultant, officer, manager, member or director of the CONTRACTOR in the obtaining of the OWNER's award or selection of the Second Party for the provision of services or materials pursuant to the Agreement.
- (d) It has not, nor will it collude, conspire, connive or agree directly or indirectly with any person or firm in the submission of a collusive or sham proposal in connection with the OWNER's award or selection of the CONTRACTOR for the provision of services or materials pursuant to the Agreement.

SECTION 3. ENFORCEMENT. If the OWNER should determine that the CONTRACTOR has violated any of its warranties, covenants, representations and statements as set forth in this Statement, then in such event the OWNER may terminate the Agreement with the CONTRACTOR without liability and, at its discretion, the OWNER shall be entitled to deduct or otherwise recover from the CONTRACTOR the full amount of any fee, commission, percentage, gift or other consideration that the CONTRACTOR paid in order to obtain the OWNER's award or selection of the CONTRACTOR for the provision of services or materials pursuant to the Agreement.

SECTION 4. CONFLICTS. To the extent there is any conflict between the provisions of this Statement and the Contract Documents, the terms and provisions of this Statement shall prevail.

EXECUTED by the OWNER this 17th day of MAY, 20 18.

[TOWN SEAL]

TOWN OF LOXAHATCHEE GROVES

Attest:

By: Virginia M. Walton
TOWN CLERK

By: [Signature]
Print Name: TODD MCHENDON
Title: VICE MAYOR

EXECUTED by the CONTRACTOR this 15 day of MAY, 20 18.

(SEAL)

JOHNSON-DAVIS INC.
(Name of CONTRACTOR)

Attest:

By: [Signature]
CHRIS JOHNSON, SVP/OWNER

By: [Signature]
Print Name: ROBERT D. JOHNSON
Title: VP PRESIDENT

PROJECT: Roadway Drainage Maintenance Continuing Contract
For
Town of Loxahatchee Groves
Project No. 2018-01

SECTION 00630

NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES

The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

Executed this 15 day of May, 20 18.

JOHNSON - Davis, Inc.
(name of Contractor)

[Signature]
(signature)

ROBERT A. JOHNSON
(print name)

Vice President
(title)

END OF SECTION

Agenda Item # 3

TO: Water Control District Board of Supervisors
FROM: James Titcomb, Town Manager
VIA: Francine Ramaglia, Assistant Town Manager
DATE: November 25, 2020
SUBJECT: Warrant No. 2020-DD09 Reimbursement to Town of Loxahatchee Groves

Background:

The Town of Loxahatchee Groves pays all its expenditures, including those of its dependent district--the Loxahatchee Groves Water Control District, from its Wells Fargo bank account in the Town's General Fund. Therefore, funds from non-ad valorem assessments collected in the District's account must be transferred to the Wells Fargo account to cover District expenditures. Further, the District is required by state law to approve warrants or all payments made.

Warrant No. 2020-DD09 serves to transfer funds to reimburse payrolls for the period from July 3, 2020 -September 25, 2020 and payment of invoices for the period from June 26, 2020- September 30, 2020. It is the eighth such transfer and approval of District warrants, since the consolidation of the two governments on June 25, 2018.

The total transfer for warrants during the period is \$286,705.72 based on the attached detail reflecting payroll for the District totaling \$137,205.66 and check runs for the District totaling \$149,500.06.

Attached are the following documents:

- Check Request Form
- Warrant No. 2019-DD09
- Summary of LGWCD Invoices Paid by Town of Loxahatchee Groves
- Summary of Payrolls from July 3, 2020- September 25, 2020.
- Summary of Check Runs June 26, 2020- September 30, 2020.

Recommendations:

Staff recommends the approval of Warrant No. 2019-DD09 for reimbursement to the Town of Loxahatchee Groves for expenditures totaling \$286,705.72 on behalf of the dependent district.



TOWN OF LOXAHATCHEE GROVES CHECK REQUEST FORM

Department: Loxahatchee Groves Water Control District	Date: December 1, 2020
Vendor Name: Town of Loxahatchee Groves	Vendor No:
Street Address: 155 F Road	Invoice No: 2020-09
City, State, Zip: Loxahatchee Groves, FL 33470	Invoice Amt: \$286,705.72

Description of payment request:

Reimbursement to TOLG for payments made from the Wells Fargo main operating account on behalf of LGWCD for payrolls for the period from July 3, 2020- September 25, 2020 and payment of invoices for the period from June 26, 2020- September 30, 2020.

Purchases over \$1,000 required supporting documentation (must be attached):

The following documents are attached to support the payment requested:

- Summary of LGWCD Invoices Paid by Town of Loxahatchee Groves
- Summary of LGWCD Payrolls Paid by Town of Loxahatchee Groves

<u>Account Number</u>	<u>Amount</u>
Bank United Master Account 1418	\$ 286,705.72
Total Check Request Amount:	\$ <u>286,705.72</u>

Approval:

Approval:

Town Council Approval:

Finance

User Department

Town Manager/Designee

Date: **December 1, 2020**

Authority Limits:

Up to \$1,000.00

Designee to \$ 3,000.00

over \$10,000.00

Manager to \$10,000.00

Check Information:

__X__

Mail

Return to Originating Department

WARRANT NO. 2020-DD09

LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT
DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA

PAY TO ***Town of Loxahatchee Groves***

Two Hundred Eighty-Six Thousand, Seven Hundred Five Dollars 72/100

FROM THE GENERAL FUND OF THE WATER CONTROL DISTRICT AS FOLLOWS:

<u>ACCOUNT NO.</u>	<u>AMOUNT</u>	<u>NOTATION</u>
<i>Bank United Master Account 1418</i>	\$ 286,705.72	Reimburse Wells Fargo for expenditures made from Wells Fargo bank account on behalf of dependent district

DATE: December 1, 2020

CHECK NO.

AMOUNT: \$ 286,705.72

BY ORDER OF THE BOARD OF SUPERVISORS OF
LOXAHATCHEE GROVES WATER CONTROL DISTRICT
LOXAHATCHEE, FLORIDA

PRESIDENT OF THE DISTRICT

ATTEST:

TOWN CLERK, SECRETARY TO DISTRICT

TREASURER OF THE DISTRICT

Summary of LGWCD Invoices Paid by Town of Loxahatchee Groves

Payment number	Payment date	Payee name	Account description	Account number	Amount_1
9239	10/7/19	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$ 612.25
9240	10/7/19	Larry Peters	Travel	105-50-53-538-54000	\$ 1,039.00
9243	10/7/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$ 427.56
9243	10/7/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$ 154.20
9246	10/21/19	Aflac	Health and Life Insurance	105-50-53-538-52300	\$ 162.12
9247	10/21/19	Aquagenix	Other Services -	105-50-53-538-53400	\$ 1,974.17
9248	10/21/19	Bank of America Visa	Communication Services	105-50-53-538-54100	\$ 793.88
9248	10/21/19	Bank of America Visa	Other Services -	105-50-53-538-53400	\$ 25.00
9248	10/21/19	Bank of America Visa	Operating Supplies	105-50-54-541-55200	\$ 55.94
9248	10/21/19	Bank of America Visa	Repair and Maintenance Svc -	105-50-53-538-54680	\$ 3,075.12
9248	10/21/19	Bank of America Visa	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$ 154.59
9248	10/21/19	Bank of America Visa	Office Supplies	105-50-53-538-55100	\$ 72.74
9250	10/21/19	Caban Property Management	Repair and Maintenance Svc -	105-50-53-538-54680	\$ 712.00
9250	10/21/19	Caban Property Management	Repair and Maintenance Svc -	105-50-53-538-54680	\$ 85.00
9251	10/21/19	Coastal Waste & Recycling	Utilities Services	105-50-53-538-54300	\$ 142.30
9252	10/21/19	Coverall North America	Other Services -	105-50-53-538-53400	\$ 200.00
9259	10/21/19	FPL	Utilities Services	105-50-53-538-54300	\$ 14.11
9259	10/21/19	FPL	Utilities Services	105-50-53-538-54300	\$ 193.47
9259	10/21/19	FPL	Utilities Services	105-50-53-538-54300	\$ 12.91
9259	10/21/19	FPL	Utilities Services	105-50-53-538-54300	\$ 12.35

9259	10/21/19	FPL	Utilities Services	105-50-53-538-54300	\$	14.92
9259	10/21/19	FPL	Utilities Services	105-50-53-538-54300	\$	31.13
9262	10/21/19	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	169.25
9262	10/21/19	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	169.25
9264	10/21/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	27.65
9264	10/21/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	268.00
9264	10/21/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	12.49
9264	10/21/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	82.81
9265	10/21/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	682.01
9265	10/21/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	611.64
9265	10/21/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	568.12
9265	10/21/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	290.15
9265	10/21/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	584.29
9271	10/21/19	Tractor Supply	Operating Supplies	105-50-54-541-55200	\$	140.94
9272	10/21/19	United Healthcare	Health and Life Insurance	105-50-53-538-52300	\$	2,965.07
9273	10/21/19	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	2,533.68
9274	10/30/19	Aflac	Health and Life Insurance	105-50-53-538-52300	\$	162.12
9276	10/30/19	Caban Property Management	Repair and Maintenance Svc -	105-50-53-538-54680	\$	145.00
9277	10/30/19	Everglades Equipment Group	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	18.24
9277	10/30/19	Everglades Equipment Group	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	15.19
9277	10/30/19	Everglades Equipment Group	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	54.00
9277	10/30/19	Everglades Equipment Group	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	2.64
9277	10/30/19	Everglades Equipment Group	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	41.13
9277	10/30/19	Everglades Equipment Group	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	24.43
9279	10/30/19	Florida Roadway Signs, Inc	Repair and Maintenance Svc -	105-50-53-538-54680	\$	58.50
9280	10/30/19	GUARDIAN	Health and Life Insurance	105-50-53-538-52300	\$	68.32
9281	10/30/19	Heritage Crystal Clean, LLC	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	12.50
9283	10/30/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	859.32
9283	10/30/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	157.28
9284	10/30/19	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	1,528.55
9287	11/1/19	Palm Beach County Thrift Shop	Machinery and Equipment	105-50-53-538-56400	\$	20,000.00

9288	11/13/19	Aquagenix	Other Services -	105-50-53-538-53400	\$	1,974.17
9289	11/13/19	Bank of America Visa	Other Services -	105-50-53-538-53400	\$	25.00
9289	11/13/19	Bank of America Visa	Communication Services	105-50-53-538-54100	\$	796.18
9289	11/13/19	Bank of America Visa	Repair and Maintenance Svc -	105-50-53-538-54680	\$	2,403.03
9289	11/13/19	Bank of America Visa	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	13.15
9289	11/13/19	Bank of America Visa	Office Supplies	105-50-53-538-55100	\$	87.72
9289	11/13/19	Bank of America Visa	Operating Supplies	105-50-54-541-55200	\$	2,170.75
9291	11/13/19	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.18
9291	11/13/19	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.18
9291	11/13/19	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	53.53
9291	11/13/19	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.18
9291	11/13/19	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.18
9292	11/13/19	Coastal Waste & Recycling	Utilities Services	105-50-53-538-54300	\$	142.30
9293	11/13/19	Coverall North America	Utilities Services	105-50-53-538-54300	\$	200.00
9294	11/13/19	Department of Economic Opportunity	Books, Publications, Subscriptions	105-50-54-541-55400	\$	175.00
9295	11/13/19	Everglades Equipment Group	Operating Supplies	105-50-54-541-55200	\$	111.99
9295	11/13/19	Everglades Equipment Group	Lubricants	105-50-53-538-55220	\$	17.73
9297	11/13/19	FPL	Utilities Services	105-50-53-538-54300	\$	14.01
9297	11/13/19	FPL	Utilities Services	105-50-53-538-54300	\$	12.33
9297	11/13/19	FPL	Utilities Services	105-50-53-538-54300	\$	303.08
9297	11/13/19	FPL	Utilities Services	105-50-53-538-54300	\$	10.65
9297	11/13/19	FPL	Utilities Services	105-50-53-538-54300	\$	197.09
9303	11/13/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	961.13
9307	11/13/19	Siboney Contracting Co	Road Maintenance and Service	105-50-54-541-55310	\$	390.00
9308	11/13/19	Solid Waste Authority of Palm Beach	Utilities Services	105-50-53-538-54300	\$	1,923.72
9309	11/13/19	Southern Lawn Equipment	Operating Supplies	105-50-54-541-55200	\$	32.16
9310	11/13/19	Sun Life Financial	Health and Life Insurance	105-50-53-538-52300	\$	102.20
9311	11/13/19	Tractor Supply	Operating Supplies	105-50-54-541-55200	\$	435.56
9312	11/13/19	Tru-Flo Corporation	Repair and Maintenance Svc -	105-50-53-538-54680	\$	14,085.78
9313	11/13/19	United Healthcare	Health and Life Insurance	105-50-53-538-52300	\$	2,965.07
9314	11/13/19	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,374.90

9315	11/13/19	Yee S Corporation	Utilities Services	105-50-53-538-54300	\$	50.00
9315	11/13/19	Yee S Corporation	Utilities Services	105-50-53-538-54300	\$	50.00
9316	11/26/19	Always Secure Alarm Protection, Inc.	Computer hardware & Software	105-50-53-538-54910	\$	85.00
9316	11/26/19	Always Secure Alarm Protection, Inc.	Computer hardware & Software	105-50-53-538-54910	\$	116.00
9320	11/26/19	FPL	Utilities Services	105-50-53-538-54300	\$	14.89
9323	11/26/19	GUARDIAN	Health and Life Insurance	105-50-53-538-52300	\$	265.45
9325	11/26/19	Konica Minolta Business Solutions	Office Supplies	105-50-53-538-55100	\$	2.60
9327	11/26/19	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	51.98
9327	11/26/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	48.99
9327	11/26/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	98.78
9327	11/26/19	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	11.89
9327	11/26/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	14.40
9327	11/26/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	26.18
9327	11/26/19	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	12.49
9327	11/26/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	94.11
9327	11/26/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	34.65
9328	11/26/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	885.44
9328	11/26/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	725.27
9328	11/26/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	1,299.14
9329	11/26/19	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	845.61
9329	11/26/19	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	962.10
9330	11/26/19	Siboney Contracting Co	Road Maintenance and Service	105-50-54-541-55310	\$	570.00
9330	11/26/19	Siboney Contracting Co	Road Maintenance and Service	105-50-54-541-55310	\$	930.00
9332	11/26/19	Tru-Flo Corporation	Repair and Maintenance Svc -	105-50-53-538-54680	\$	14,035.78
9333	11/26/19	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	2,533.68
9335	12/6/19	Aflac	Health and Life Insurance	105-50-53-538-52300	\$	162.12
9338	12/6/19	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	203.05
9338	12/6/19	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	41.03
9338	12/6/19	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	32.83
9338	12/6/19	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	203.05
9338	12/6/19	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.18

9338	12/6/19	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	53.53
9338	12/6/19	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.18
9338	12/6/19	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.18
9338	12/6/19	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.18
9339	12/6/19	Coverall North America	Other Services -	105-50-53-538-53400	\$	200.00
9343	12/6/19	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	375.00
9343	12/6/19	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	375.00
9343	12/6/19	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	355.88
9343	12/6/19	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	933.50
9343	12/6/19	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	298.09
9345	12/6/19	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	1,048.53
9346	12/6/19	Sullivan Electric & Pump, Inc.	Repair and Maintenance Svc -	105-50-53-538-54680	\$	439.71
9349	12/6/19	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,074.90
9350	12/18/19	Bank of America Visa	Other Services -	105-50-53-538-53400	\$	25.00
9350	12/18/19	Bank of America Visa	Repair and Maintenance Svc -	105-50-53-538-54680	\$	1,687.90
9350	12/18/19	Bank of America Visa	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	152.91
9350	12/18/19	Bank of America Visa	Operating Supplies	105-50-54-541-55200	\$	449.31
9350	12/18/19	Bank of America Visa	Communication Services	105-50-53-538-54100	\$	773.37
9351	12/18/19	Coastal Waste & Recycling	Utilities Services	105-50-53-538-54300	\$	142.30
9352	12/18/19	Dobbs Equipment, LLC	Repair and Maintenance Svc -	105-50-53-538-54680	\$	480.83
9352	12/18/19	Dobbs Equipment, LLC	Repair and Maintenance Svc -	105-50-53-538-54680	\$	40.21
9352	12/18/19	Dobbs Equipment, LLC	Repair and Maintenance Svc -	105-50-53-538-54680	\$	144.95
9353	12/18/19	Florida Roadway Signs, Inc	Repair and Maintenance Svc -	105-50-53-538-54680	\$	84.00
9354	12/18/19	FPL	Utilities Services	105-50-53-538-54300	\$	14.23
9357	12/18/19	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	725.75
9358	12/18/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	19.85
9358	12/18/19	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	11.89
9358	12/18/19	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	7.49
9358	12/18/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	20.57
9358	12/18/19	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	20.64
9358	12/18/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	27.14

9358	12/18/19	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	9.49
9358	12/18/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	9.98
9358	12/18/19	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	28.00
9358	12/18/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	17.62
9358	12/18/19	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	11.89
9358	12/18/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	450.72
9358	12/18/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	28.46
9358	12/18/19	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	32.28
9358	12/18/19	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	4.49
9359	12/18/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	17,840.19
9359	12/18/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	26,579.13
9359	12/18/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	15,624.60
9359	12/18/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	13,836.01
9359	12/18/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	1,831.85
9359	12/18/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	10,091.48
9359	12/18/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	2,367.61
9359	12/18/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	10,717.12
9359	12/18/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	13,236.05
9362	12/18/19	Tractor Supply	Operating Supplies	105-50-54-541-55200	\$	25.36
9363	12/18/19	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	1,524.00
9366	12/23/19	Caban Property Management	Repair and Maintenance Svc -	105-50-53-538-54680	\$	1,331.00
9368	12/23/19	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	29.85
9369	12/23/19	Everglades Equipment Group	Operating Supplies	105-50-54-541-55200	\$	166.48
9369	12/23/19	Everglades Equipment Group	Operating Supplies	105-50-54-541-55200	\$	290.87
9370	12/23/19	FPL	Utilities Services	105-50-53-538-54300	\$	14.73
9372	12/23/19	GUARDIAN	Health and Life Insurance	105-50-53-538-52300	\$	275.50
9373	12/23/19	Konica Minolta Business Solutions	Office Supplies	105-50-53-538-55100	\$	2.73
9374	12/23/19	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	762.25
9377	12/23/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	12,565.13
9377	12/23/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	6,743.89
9377	12/23/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	6,413.42

9377	12/23/19	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	985.27
9379	12/23/19	Siboney Contracting Co	Road Maintenance and Service	105-50-54-541-55310	\$	390.00
9382	12/23/19	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	2,533.68
9383	12/23/19	Yee S Corporation	Utilities Services	105-50-53-538-54300	\$	50.00
9386	12/31/19	FPL	Utilities Services	105-50-53-538-54300	\$	141.54
9386	12/31/19	FPL	Utilities Services	105-50-53-538-54300	\$	11.10
9386	12/31/19	FPL	Utilities Services	105-50-53-538-54300	\$	478.55
9386	12/31/19	FPL	Utilities Services	105-50-53-538-54300	\$	12.46
9389	12/31/19	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	262.50
9390	12/31/19	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	1,053.47
9391	12/31/19	Pete's Welding Services, Inc.	Repair and Maintenance Svc -	105-50-53-538-54680	\$	4,240.00
9391	12/31/19	Pete's Welding Services, Inc.	Repair and Maintenance Svc -	105-50-53-538-54680	\$	650.00
9392	12/31/19	Siboney Contracting Co	Road Maintenance and Service	105-50-54-541-55310	\$	540.00
9393	12/31/19	Sullivan Electric & Pump, Inc.	Repair and Maintenance Svc -	105-50-53-538-54680	\$	27,966.46
9395	12/31/19	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	1,224.00
9396	1/7/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.18
9396	1/7/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.18
9396	1/7/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	60.13
9396	1/7/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	53.53
9397	1/7/20	Coastal Waste & Recycling	Utilities Services	105-50-53-538-54300	\$	128.36
9398	1/7/20	Coverall North America	Other Services -	105-50-53-538-53400	\$	200.00
9402	1/7/20	FPL	Utilities Services	105-50-53-538-54300	\$	14.01
9406	1/7/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	37.79
9406	1/7/20	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	8.18
9406	1/7/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	20.22
9406	1/7/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	18.19
9406	1/7/20	Original Equipment Auto & Truck Parts	Lubricants	105-50-53-538-55220	\$	17.83
9406	1/7/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	66.15
9408	1/7/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	2,533.68
9412	1/21/20	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	34.10
9413	1/21/20	Florida Roadway Signs, Inc	Repair and Maintenance Svc -	105-50-53-538-54680	\$	1,335.00

9414	1/21/20	FPL	Utilities Services	105-50-53-538-54300	\$	288.21
9414	1/21/20	FPL	Utilities Services	105-50-53-538-54300	\$	12.41
9414	1/21/20	FPL	Utilities Services	105-50-53-538-54300	\$	10.89
9414	1/21/20	FPL	Utilities Services	105-50-53-538-54300	\$	152.97
9417	1/21/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	964.22
9418	1/21/20	Palmdale Oil Company, Inc. Pet Loss Services North America/Twin Oaks	Fuel	105-50-53-538-55210	\$	1,814.40
9420	1/21/20	Oaks	Repair and Maintenance Svc -	105-50-53-538-54680	\$	400.00
9423	1/21/20	Tractor Supply	Operating Supplies	105-50-54-541-55200	\$	17.99
9425	1/29/20	FPL	Utilities Services	105-50-53-538-54300	\$	14.87
9428	1/29/20	Konica Minolta Business Solutions	Office Supplies	105-50-53-538-55100	\$	2.55
9429	1/29/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	353.75
9429	1/29/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	837.69
9430	1/29/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	152.70
9430	1/29/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	8,995.97
9430	1/29/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	8,015.35
9430	1/29/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	10,640.67
9430	1/29/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	5,606.01
9430	1/29/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	11,854.52
9430	1/29/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	15,170.50
9432	1/29/20	Poo-Man Pumping and Drain Cleaning	Repair and Maintenance Svc -	105-50-53-538-54680	\$	330.00
9435	1/29/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,074.90
9436	2/4/20	Coverall North America	Other Services -	105-50-53-538-53400	\$	200.00
9441	2/4/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	506.58
9445	2/4/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	297.29
9445	2/4/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	9,618.27
9445	2/4/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	8,951.21
9445	2/4/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	4,262.71
9445	2/4/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	13,640.79
9447	2/4/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	2,533.68
9447	2/4/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,374.90

9447	2/4/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,074.90
9447	2/4/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	1,224.00
9447	2/4/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,074.90
9448	2/11/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.98
9448	2/11/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	66.43
9448	2/11/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	90.69
9448	2/11/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.60
9448	2/11/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.60
9451	2/11/20	FPL	Utilities Services	105-50-53-538-54300	\$	14.01
9453	2/11/20	Konica Minolta Business Solutions	Office Supplies	105-50-53-538-55100	\$	3.52
9454	2/11/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	924.38
9456	2/11/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	70.39
9456	2/11/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	112.65
9456	2/11/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	11.89
9456	2/11/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	75.55
9456	2/11/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	45.99
9456	2/11/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	22.44
9456	2/11/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	11.89
9456	2/11/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	115.00
9462	2/11/20	Tractor Supply	Operating Supplies	105-50-54-541-55200	\$	53.97
9463	2/25/20	All Key Up, Inc	Office Supplies	105-50-53-538-55100	\$	271.91
9463	2/25/20	All Key Up, Inc	Office Supplies	105-50-53-538-55100	\$	(271.91)
9463	2/25/20	All Key Up, Inc	Office Supplies	105-50-53-538-55100	\$	271.91
9463	2/25/20	All Key Up, Inc	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	2,107.60
9463	2/25/20	All Key Up, Inc	Office Supplies	105-50-53-538-55100	\$	(2,107.60)
9463	2/25/20	All Key Up, Inc	Office Supplies	105-50-53-538-55100	\$	2,107.60
9463	2/25/20	All Key Up, Inc	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	3,380.70
9463	2/25/20	All Key Up, Inc	Office Supplies	105-50-53-538-55100	\$	(3,380.70)
9463	2/25/20	All Key Up, Inc	Office Supplies	105-50-53-538-55100	\$	3,380.70
9464	2/25/20	Always Secure Alarm Protection, Inc.	Computer hardware & Software	105-50-53-538-54910	\$	65.00
9467	2/25/20	Everglades Equipment Group	Operating Supplies	105-50-54-541-55200	\$	1,026.45

9469	2/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	133.71
9469	2/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	213.10
9469	2/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	14.49
9469	2/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	12.31
9469	2/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	10.89
9471	2/25/20	GUARDIAN	Health and Life Insurance	105-50-53-538-52300	\$	642.58
9473	2/25/20	John Deere Financial / Deere Credit, Inc.	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	31,590.03
9474	2/25/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	792.05
9476	2/25/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	11,748.45
9476	2/25/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	12,964.37
9477	2/25/20	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	804.65
9480	2/25/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	1,143.05
9486	3/17/20	Caldwell, Pacetti, Edwards, Schoech, etc.	Professional Service - Engineering & Legal	105-50-53-538-53100	\$	3,208.45
9486	3/17/20	Caldwell, Pacetti, Edwards, Schoech, etc.	Professional Service - Engineering & Legal	105-50-53-538-53100	\$	516.00
9486	3/17/20	Caldwell, Pacetti, Edwards, Schoech, etc.	Professional Service - Engineering & Legal	105-50-53-538-53100	\$	989.00
9486	3/17/20	Caldwell, Pacetti, Edwards, Schoech, etc.	Professional Service - Engineering & Legal	105-50-53-538-53100	\$	989.00
9486	3/17/20	Caldwell, Pacetti, Edwards, Schoech, etc.	Professional Service - Engineering & Legal	105-50-53-538-53100	\$	43.00
9487	3/17/20	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	203.05
9487	3/17/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	105.10
9487	3/17/20	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	26.93
9487	3/17/20	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	42.10
9487	3/17/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	105.10
9487	3/17/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.60
9487	3/17/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.60
9487	3/17/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	52.60
9488	3/17/20	Coverall North America	Other Services -	105-50-53-538-53400	\$	200.00
9489	3/17/20	David Lewis	Other Services -	105-50-53-538-53400	\$	178.49

9490	3/17/20	Everglades Equipment Group	Operating Supplies	105-50-54-541-55200	\$	633.46
9494	3/17/20	FPL	Utilities Services	105-50-53-538-54300	\$	13.93
9497	3/17/20	Konica Minolta Business Solutions	Office Supplies	105-50-53-538-55100	\$	7.62
9500	3/17/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	45.62
9500	3/17/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	60.77
9501	3/17/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	10,631.62
9501	3/17/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	9,717.34
9502	3/17/20	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	874.20
9509	3/17/20	Tractor Supply	Operating Supplies	105-50-54-541-55200	\$	572.35
9510	3/17/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,074.90
9510	3/17/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	2,533.68
9511	3/17/20	WBI Contracting of Palm Beach, Inc.	Repair and Maintenance Svc -	105-50-53-538-54680	\$	19,035.50
9513	3/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	12.41
9513	3/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	10.89
9513	3/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	140.64
9513	3/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	82.69
9513	3/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	19.50
9513	3/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	19.51
9513	3/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	19.71
9513	3/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	19.90
9513	3/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	14.90
9513	3/25/20	FPL	Utilities Services	105-50-53-538-54300	\$	343.93
9514	3/25/20	Konica Minolta Business Solutions	Office Supplies	105-50-53-538-55100	\$	8.78
9515	3/25/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	732.20
9516	3/25/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	14,949.55
9516	3/25/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	14,131.09
9517	3/25/20	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	1,076.73
9518	3/25/20	POWERPLAN	Repair and Maintenance Svc -	105-50-53-538-54680	\$	144.95
9520	3/25/20	Coastal Waste & Recycling	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	259.88
9521	4/7/20	All Key Up, Inc	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	60.00
9522	4/7/20	Coverall North America	Other Services -	105-50-53-538-53400	\$	200.00

9523	4/7/20	Dobbs Equipment, LLC	Repair and Maintenance Svc -	105-50-53-538-54680	\$	1,152.40
9525	4/7/20	FPL	Utilities Services	105-50-53-538-54300	\$	13.93
9530	4/7/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	329.05
9530	4/7/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	186.55
9530	4/7/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	179.55
9530	4/7/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	328.50
9533	4/7/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	18,000.95
9533	4/7/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	9,717.34
9533	4/7/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	10,631.62
9534	4/7/20	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	874.20
9538	4/7/20	Tractor Supply	Operating Supplies	105-50-54-541-55200	\$	30.97
9539	4/7/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,074.90
9539	4/7/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	1,143.05
9539	4/7/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	150.00
9542	4/28/20	Coastal Waste & Recycling	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	259.88
9543	4/28/20	David Lewis	Other Services -	105-50-53-538-53400	\$	178.49
9546	4/28/20	FPL	Utilities Services	105-50-53-538-54300	\$	19.07
9546	4/28/20	FPL	Utilities Services	105-50-53-538-54300	\$	14.18
9546	4/28/20	FPL	Utilities Services	105-50-53-538-54300	\$	148.97
9546	4/28/20	FPL	Utilities Services	105-50-53-538-54300	\$	10.89
9546	4/28/20	FPL	Utilities Services	105-50-53-538-54300	\$	2,048.22
9546	4/28/20	FPL	Utilities Services	105-50-53-538-54300	\$	12.41
9546	4/28/20	FPL	Utilities Services	105-50-53-538-54300	\$	19.07
9549	4/28/20	Justin Smith	Other Services -	105-50-53-538-53400	\$	171.19
9551	4/28/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	310.88
9552	4/28/20	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	461.00
9554	4/28/20	PHEARCHER W ODUMS JR.	Repair and Maintenance Svc -	105-50-53-538-54680	\$	1,800.00
9555	4/28/20	Simmons & White, Inc.	Other Services -	105-50-53-538-53400	\$	5,400.00
9556	4/28/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	1,143.05
9556	4/28/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	3,440.40
9559	5/21/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	105.10

9559	5/21/20	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	38.97
9559	5/21/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	105.10
9559	5/21/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	105.10
9559	5/21/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	105.10
9559	5/21/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.60
9559	5/21/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	105.10
9561	5/21/20	Everglades Equipment Group	Operating Supplies	105-50-54-541-55200	\$	12.25
9561	5/21/20	Everglades Equipment Group	Operating Supplies	105-50-54-541-55200	\$	3,192.23
9563	5/21/20	FPL	Utilities Services	105-50-53-538-54300	\$	1,652.57
9563	5/21/20	FPL	Utilities Services	105-50-53-538-54300	\$	158.34
9563	5/21/20	FPL	Utilities Services	105-50-53-538-54300	\$	13.39
9563	5/21/20	FPL	Utilities Services	105-50-53-538-54300	\$	12.19
9563	5/21/20	FPL	Utilities Services	105-50-53-538-54300	\$	9.11
9563	5/21/20	FPL	Utilities Services	105-50-53-538-54300	\$	14.02
9567	5/21/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	171.25
9568	5/21/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	19.92
9568	5/21/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	141.85
9568	5/21/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	17.95
9568	5/21/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	49.96
9568	5/21/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	20.45
9568	5/21/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	36.87
9568	5/21/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	23.78
9568	5/21/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	54.96
9569	5/21/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	353.72
9569	5/21/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	14,173.28
9569	5/21/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	1,115.04
9571	5/21/20	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	480.64
9574	5/21/20	Siboney Contracting Co	Road Maintenance and Service	105-50-54-541-55310	\$	510.00
9575	5/21/20	Simmons & White, Inc.	Other Services -	105-50-53-538-53400	\$	2,272.50
9576	5/21/20	Sullivan Electric & Pump, Inc.	Repair and Maintenance Svc -	105-50-53-538-54680	\$	262.50
9580	5/21/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,074.90

9580	5/21/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	3,315.00
9582	6/10/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	112.55
9582	6/10/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.60
9583	6/10/20	Coastal Waste & Recycling	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	259.88
9583	6/10/20	Coastal Waste & Recycling	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	259.88
9584	6/10/20	Comfort Zone	Repair and Maintenance Svc -	105-50-53-538-54680	\$	250.00
9585	6/10/20	Coverall North America	Other Services -	105-50-53-538-53400	\$	200.00
9585	6/10/20	Coverall North America	Other Services -	105-50-53-538-53400	\$	200.00
9589	6/10/20	FPL	Utilities Services	105-50-53-538-54300	\$	14.19
9594	6/10/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	372.00
9594	6/10/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	229.50
9594	6/10/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	335.50
9598	6/10/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	17,724.11
9598	6/10/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	14,604.71
9598	6/10/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	20,182.57
9598	6/10/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	22,433.29
9602	6/10/20	Simmons & White, Inc.	Other Services -	105-50-53-538-53400	\$	1,350.00
9606	6/10/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	1,143.05
9606	6/10/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	3,315.00
9610	6/26/20	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	46.75
9610	6/26/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	105.10
9610	6/26/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.60
9610	6/26/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.60
9610	6/26/20	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	65.00
9614	6/26/20	Keshavarz & Associates	Repair and Maintenance Svc -	105-50-53-538-54680	\$	14,100.00
9615	6/26/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	616.25
9615	6/26/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	154.00
9615	6/26/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	671.00
9616	6/26/20	Node0 IT LLC	Computer hardware & Software	105-50-53-538-54910	\$	1,033.00
9617	6/26/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	12.49
9617	6/26/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	45.98

9617	6/26/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	24.98
9618	6/26/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	4,421.03
9618	6/26/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	8,886.82
9618	6/26/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	12,403.22
9618	6/26/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	580.43
9618	6/26/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	2,099.14
9618	6/26/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	1,460.95
9618	6/26/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	3,495.82
9619	6/26/20	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	1,059.56
9619	6/26/20	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	573.30
9621	6/26/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,074.90
9623	7/9/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	67.35
9625	7/9/20	Coastal Waste & Recycling	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	259.88
9625	7/9/20	Coastal Waste & Recycling	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	259.88
9625	7/9/20	Coastal Waste & Recycling	Other Current Charges - Miscellaneous	105-50-53-538-54980	\$	180.80
9626	7/9/20	Coverall North America	Other Services -	105-50-53-538-53400	\$	200.00
9629	7/9/20	Guardian	Health and Life Insurance	105-50-53-538-52300	\$	275.50
9629	7/9/20	Guardian	Health and Life Insurance	105-50-53-538-52300	\$	275.50
9633	7/9/20	Labor Finders of Florida, LLC	Operating Supplies	105-50-54-541-55200	\$	335.50
9636	7/9/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	2,353.68
9637	7/9/20	PHEARCHER W ODUMS JR.	Repair and Maintenance Svc -	105-50-53-538-54680	\$	90.00
9640	7/23/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.60
9640	7/23/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.60
9640	7/23/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	105.10
9640	7/23/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	105.10
9642	7/23/20	Everglades Equipment Group	Operating Supplies	105-50-54-541-55200	\$	295.82
9644	7/23/20	FPL	Utilities Services	105-50-53-538-54300	\$	289.48
9648	7/23/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	105.77
9648	7/23/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	125.47
9649	7/23/20	Palm Beach Aggregates, LLC	Road Maintenance and Service	105-50-54-541-55310	\$	2,057.93
9650	7/23/20	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	659.05

9653	7/23/20	Siboney Contracting Co	Road Maintenance and Service	105-50-54-541-55310	\$	120.00
9653	7/23/20	Siboney Contracting Co	Road Maintenance and Service	105-50-54-541-55310	\$	960.00
9655	7/23/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	65.00
9655	7/23/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,074.90
9655	7/23/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	3,315.00
9656	7/23/20	Yee S Corporation	Utilities Services	105-50-53-538-54300	\$	400.00
9659	8/17/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.60
9659	8/17/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.60
9659	8/17/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.60
9661	8/17/20	Coverall North America	Other Services -	105-50-53-538-53400	\$	200.00
9665	8/17/20	FPL	Utilities Services	105-50-53-538-54300	\$	15.17
9665	8/17/20	FPL	Utilities Services	105-50-53-538-54300	\$	232.38
9665	8/17/20	FPL	Utilities Services	105-50-53-538-54300	\$	14.39
9665	8/17/20	FPL	Utilities Services	105-50-53-538-54300	\$	12.49
9665	8/17/20	FPL	Utilities Services	105-50-53-538-54300	\$	10.93
9668	8/17/20	Guardian	Health and Life Insurance	105-50-53-538-52300	\$	321.29
9674	8/17/20	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	765.21
9679	8/17/20	Sullivan Electric & Pump, Inc.	Repair and Maintenance Svc -	105-50-53-538-54680	\$	262.50
9683	8/17/20	Tractor Supply	Operating Supplies	105-50-54-541-55200	\$	41.96
9684	9/8/20	Always Secure Alarm Protection, Inc.	Repair and Maintenance Svc -	105-50-53-538-54680	\$	434.00
9686	9/8/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.60
9686	9/8/20	Cintas Corporation #283	Other Services -	105-50-53-538-53400	\$	62.60
9686	9/8/20	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	26.93
9686	9/8/20	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	203.05
9686	9/8/20	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	46.16
9686	9/8/20	Cintas Corporation #283	Operating Supplies	105-50-54-541-55200	\$	39.11
9688	9/8/20	Dobbs Equipment, LLC	Repair and Maintenance - Machinery	105-50-54-541-54680	\$	352.52
9688	9/8/20	Dobbs Equipment, LLC	Repair and Maintenance Svc -	105-50-53-538-54680	\$	270.38
9688	9/8/20	Dobbs Equipment, LLC	Repair and Maintenance Svc -	105-50-53-538-54680	\$	227.26
9688	9/8/20	Dobbs Equipment, LLC	Repair and Maintenance Svc -	105-50-53-538-54680	\$	875.85
9689	9/8/20	Everglades Equipment Group	Operating Supplies	105-50-54-541-55200	\$	437.03

9691	9/8/20	Grainger	Operating Supplies	105-50-54-541-55200	\$	96.30
9691	9/8/20	Grainger	Operating Supplies	105-50-54-541-55200	\$	173.50
9697	9/8/20	Node0 IT LLC	Computer hardware & Software	105-50-53-538-54910	\$	200.00
9698	9/8/20	Original Equipment Auto & Truck Parts	Repair and Maintenance Svc -	105-50-53-538-54680	\$	154.49
9698	9/8/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	19.87
9698	9/8/20	Original Equipment Auto & Truck Parts	Fuel	105-50-53-538-55210	\$	37.96
9698	9/8/20	Original Equipment Auto & Truck Parts	Repair and Maintenance - Machinery	105-50-54-541-54680	\$	98.48
9698	9/8/20	Original Equipment Auto & Truck Parts	Repair and Maintenance - Machinery	105-50-54-541-54680	\$	33.45
9698	9/8/20	Original Equipment Auto & Truck Parts	Repair and Maintenance - Machinery	105-50-54-541-54680	\$	269.00
9698	9/8/20	Original Equipment Auto & Truck Parts	Repair and Maintenance Svc -	105-50-53-538-54680	\$	284.28
9698	9/8/20	Original Equipment Auto & Truck Parts	Repair and Maintenance - Machinery	105-50-54-541-54680	\$	279.50
9698	9/8/20	Original Equipment Auto & Truck Parts	Repair and Maintenance - Machinery	105-50-54-541-54680	\$	144.17
9698	9/8/20	Original Equipment Auto & Truck Parts	Operating Supplies	105-50-54-541-55200	\$	23.78
9699	9/8/20	Palmdale Oil Company, Inc.	Fuel	105-50-53-538-55210	\$	698.45
9707	9/30/20	FPL	Utilities Services	105-50-53-538-54300	\$	38.40
9707	9/30/20	FPL	Utilities Services	105-50-53-538-54300	\$	261.01
9707	9/30/20	FPL	Utilities Services	105-50-53-538-54300	\$	32.99
9707	9/30/20	FPL	Utilities Services	105-50-53-538-54300	\$	15.26
9707	9/30/20	FPL	Utilities Services	105-50-53-538-54300	\$	14.39
9707	9/30/20	FPL	Utilities Services	105-50-53-538-54300	\$	12.40
9707	9/30/20	FPL	Utilities Services	105-50-53-538-54300	\$	10.93
9708	9/30/20	Guardian	Health and Life Insurance	105-50-53-538-52300	\$	275.50
9711	9/30/20	United Rentals North America, Inc	Machinery and Equipment	105-50-53-538-56400	\$	68,350.20
9711	9/30/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,074.90
9711	9/30/20	United Rentals North America, Inc	Rental and Leases - Equip, Storage, etc.	105-50-53-538-54440	\$	4,074.90
					\$	917,442.95
EFT/ Bank Card						
	8/25/2020	Cintas	Other Services	105-50-53-538-53400	\$	53.89
	9/29/2020	Palm Beach Aggregates	Road Maintenance and Service	105-50-54-541-55310	\$	155.18
	9/29/2020	Palm Beach Aggregates	Road Maintenance and Service	105-50-54-541-55310	\$	521.74

9/11/2020	Palm Beach Aggregates	Road Maintenance and Service	105-50-54-541-55310	\$	452.60
10/19/2020	Aflac	Health and Life Insurance	105-50-53-538-52300	\$	175.63
9/30/2020	Highland Pest	Other Services	105-50-53-538-53400	\$	25.00
9/7/2020	AT&T	Communication Services	105-50-53-538-54100	\$	149.63
9/16/2020	AT&T	Communication Services	105-50-53-538-54100	\$	364.05
9/17/2020	Total Truck Parts	Repair and Maintenance Svc	105-50-53-538-54680	\$	181.37
9/21/2020	Amazon	Repair and Maintenance Svc	105-50-53-538-54680	\$	89.98
9/23/2020	Total Truck Parts	Repair and Maintenance Svc	105-50-53-538-54680	\$	11.25
9/24/2020	Mako Hose & Rubber	Repair and Maintenance Svc	105-50-53-538-54680	\$	106.93
9/24/2020	Mako Hose & Rubber	Repair and Maintenance Svc	105-50-53-538-54680	\$	289.98
9/28/2020	Mako Hose & Rubber	Repair and Maintenance Svc	105-50-53-538-54680	\$	41.26
9/30/2020	Mako Hose & Rubber	Repair and Maintenance Svc	105-50-53-538-54680	\$	110.20
9/14/2020	Comcast	Communication Services	105-50-53-538-54100	\$	243.91
				\$	2,972.60
Total 105 expenditures made thru Wells Fargo				\$	920,415.55
Total 105 payroll paid thru Wells Fargo (next page)				\$	390,541.26
				\$	1,310,956.81
Less approved FY 2020 warrants to date				\$	1,024,251.09
				\$	286,705.72
Invoices less previously approved FY20 warrants					
(\$920,415.55 above -\$314,624.19-\$456,291.30)				\$	149,500.06
Payroll less previously approved FY20 warrants					
(\$390,541.26 above -\$117,244.03-\$136,091.57)				\$	137,205.66
				\$	286,705.72

Summary of LGWCD Payrolls Paid by Town of Loxahatchee Groves

	<u>Total</u>	<u>Town</u>	<u>District</u>
10/11/2019	\$ 30,644.62	\$ 17,498.17	\$ 13,146.46
10/25/2019	\$ 36,993.38	\$ 21,160.70	\$ 15,832.68
11/8/2019	\$ 32,325.80	\$ 17,614.45	\$ 14,711.36
11/22/2019	\$ 36,636.75	\$ 19,873.10	\$ 16,763.65
12/6/2019	\$ 33,384.94	\$ 18,155.62	\$ 15,229.32
12/20/2019	\$ 36,262.31	\$ 22,121.39	\$ 14,140.92
1/3/2020	\$ 33,117.22	\$ 20,358.15	\$ 12,759.07
1/17/2020	\$ 40,907.55	\$ 26,246.96	\$ 14,660.59
1/29/2020	\$ 36,691.07	\$ 21,190.58	\$ 15,500.49
2/14/2020	\$ 37,317.42	\$ 24,973.89	\$ 12,343.53
2/28/2020	\$ 33,140.14	\$ 21,020.58	\$ 12,119.56
3/13/2020	\$ 38,031.31	\$ 25,576.58	\$ 12,454.73
3/27/2020	\$ 33,592.34	\$ 21,364.29	\$ 12,228.05
4/10/2020	\$ 32,636.68	\$ 22,480.37	\$ 10,156.31
4/24/2020	\$ 31,868.91	\$ 19,684.62	\$ 12,184.29
5/8/2020	\$ 35,356.05	\$ 23,039.62	\$ 12,316.43
5/22/2020	\$ 32,301.92	\$ 20,229.62	\$ 12,072.30
6/5/2020	\$ 35,357.00	\$ 23,001.06	\$ 12,355.94
6/19/2020	\$ 31,374.56	\$ 19,014.62	\$ 12,359.94
7/3/2020	\$ 36,332.08	\$ 24,928.27	\$ 11,403.81
7/17/2020	\$ 29,582.33	\$ 17,648.17	\$ 11,934.16
7/31/2020	\$ 34,302.50	\$ 21,576.31	\$ 12,726.19
8/14/2020	\$ 30,548.11	\$ 18,263.79	\$ 12,284.32
8/28/2020	\$ 29,826.90	\$ 17,815.09	\$ 12,011.81
9/11/2020	\$ 33,964.66	\$ 21,568.89	\$ 12,395.77
9/25/2020 (thru 9/30/20)	\$ 39,863.71	\$ 23,942.89	\$ 15,920.82
FRS			\$ 48,817.24
FY 2020 year to date	\$ 892,360.26	\$ 550,636.24	\$ 390,541.26

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Assistant Town Manager
VIA: James Titcomb, Town Manager
DATE: December 1, 2020
SUBJECT: Adoption of Administrative Purchasing Manual Pursuant to Procurement Code Ordinance 2020-02

Background:

The Town's procurement code was updated and adopted via Ordinance 2020-02 earlier this year following review by the Town attorney, staff and FAAC to clarify and simplify the procurement process. The accompanying administrative purchasing manual provides detailed implementation of the procurement process and procedures, including approval limits, solicitation requirements, purchase orders, contracts and so on pursuant to Ordinance 2020-02. A draft of the attached administrative purchasing manual was previously circulated to Council and has been reviewed by our previous and current attorney as well as FAAC and our auditor.

Recommendations:

Staff recommends a motion to approve the Town's administrative purchasing manual as presented pursuant to Ordinance 2020-02.

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Administrative Purchasing Policy & Procedures Manual

October 2020

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INTRODUCTION

This Purchasing Policy and Procedures Manual ("Manual") is intended to guide users through the purchasing process for the Town of Loxahatchee Groves ("Town") and to establish specific directions, guidelines and requirements for employees and agents of the Town to use in purchasing goods and/or services. This Manual supersedes the entirety of any and all previous Purchasing Policy and Procedure Manuals in effect prior to October 1, 2020.

The Town maintains a unified purchasing system with decentralized responsibility. The Town's purchasing process provides for increased economy in purchasing activities, enabling the Town to maximize, to the fullest extent practical, the purchasing value of public funds by fostering effective broad-based competition, while ensuring fair and equitable treatment of all vendors who deal with the Town. The Town's goal is to utilize the most cost-effective methods possible, while maintaining the appropriate quality or service needs. Both commodities and services will be acquired at the lowest and best price, except where otherwise provided by applicable Florida Statutes, Town Ordinances and Resolutions and this Manual. In addition, this manual provides safeguards for maintaining a purchasing system of quality and integrity and also is intended to provide for increased public confidence in the procedures followed by Town purchasing.

The policies and procedures contained herein apply to all expenditures including but not limited to commodities, services, and construction of infrastructure and facilities by the Town regardless of the source of the funds. Additionally, when the purchase or procurement involves the expenditure of federal assistance, other grant programs, or contract funds, the process shall be conducted in accordance with any mandatory requirements, including applicable federal law, regulations and contractual provisions that must be adhered to by the selected vendor. All purchases shall be for a public purpose and in accordance with this Manual, unless otherwise exempt by the provisions hereof.

It is incumbent upon each user to follow purchasing procedures. Further, it is the duty and the responsibility of each Department Director and the Chief Procurement Officer to monitor compliance with all purchasing and procurement policies and procedures. Improper procedures must be corrected while proper procedures must be recognized and encouraged. Purchases cannot be made until properly authorized. This means all appropriate paperwork, including proper signatures, must be completed prior to ordering or entering into any agreement for any goods or services.

PART I: Purchasing Policy

Section I

General Provisions

A. PURPOSE

The purpose of the Purchasing Policy is to provide guidance and support for the formal rules adopted by the Town Council governing the purchasing process contained in the Town's purchasing ordinance, Ordinance No. 2020-02.

The following principles of procurement govern the procurement of all goods and services and all other acquisitions for value for the Town within the scope of this policy.

1. The Town shall follow generally accepted public procurement practices, and to the extent practicable, implement the legislative intent of Section 287.001, Florida Statutes, where and as applicable.
2. Fair and open competition is essential to public procurement. Such competition is conducive to assuring public confidence that contracts are awarded equitably, economically and efficiently. The implementation of the principles of this policy may not, in every case, result in the most expeditious or inexpensive form of procurement; nevertheless, a sacrifice in time or economy may occasionally be necessary to ensure quality procurement and to preserve a procurement system which fully adheres to Town standards of public accountability.
3. The Town strives to provide the greatest opportunity, for vendor participation through the frequent use of the competitive process. The Town may use certified minority and women business enterprises and will endeavor to actively encourage their participation in the Town's procurement process.
4. Contract negotiations shall be conducted in a manner that ensures that the Town receives fair value for its money, and that contractors receive fair compensation for their goods and services. Written contracts shall clearly set forth the understanding of the parties and provide an agreed upon method of resolving disputes before they occur; therefore, the Town desires to enter into contracts written in clear, concise, and comprehensive language with terms and conditions that are fair and equitable to the contracting parties.
5. Full documentation and monitoring mechanisms are an important means of establishing public confidence in public procurement and of preventing any improper practices.
6. A perception of integrity is essential to retain public confidence in the Town; therefore, Town employees shall neither solicit nor accept privileges, benefits or exemptions for themselves or others from anyone who have or may have business dealings with the Town.

This policy shall apply to all purchasing and contracting activity, except real property, of the Town, as well as the disposal of all Town property other than real property.

For purposes of this manual the purchasing process is defined in five phases as follows:

1. Vendor selection	Identification and subsequent selection of the vendor best meeting identified Town requirements for goods and services
2. Town commitment	Process by which the Town commits to do business with a selected vendor.
3. Contract oversight	Process by which the Town ensures the vendor is in compliance with a contract for goods or services.
4. Payment	Procedures for payment for goods and services.
5. Disposition obsolete	Process by which the Town disposes of surplus, or damaged property.

B. LEGAL PROVISIONS

This policy establishes policies and procedures for an effective, fiscally responsible purchasing program in accordance with the Town's authority pursuant to the Florida Constitution, Chapter 166, Florida Statutes, as well as its Charter and Code of Ordinances. These purchasing policies shall also be governed and construed in accordance with applicable Florida Statutes. These statutes include, for example, the Public Records and Sunshine Laws set forth at Chapters 119, and 286, respectively, the Consultants' Competitive Negotiation Act, F.S. 287.055, Local Bids and Contracts for Public Construction Works, F.S. 255.20, and such other statutes as may be referenced herein. Additionally, the Town and its elected officials, officers and employees shall comply with the standards of conduct for public officers, employees and agents in accordance with Florida Statutes, Chapter 112, and the Palm Beach County Code of Ethics to the extent applicable to the Town.

In any situation where compliance with this policy will place the Town in conflict with State or Federal Law or terms of any grant, or cooperative agreement, the Town shall comply with such Federal or State law, grant requirements, or authorized regulations that are mandated and which are either not reflected in this policy or are contrary to provisions of this policy.

C. REQUIREMENT OF GOOD FAITH

This policy requires all parties involved in the negotiation, development, performance, or administration of Town contracts to act in good faith.

D. ETHICS

All applicable provisions of the Palm Beach County Code of Ethics, and Town Ethics Ordinance are incorporated herein by reference and made a specific part of this manual. Each person involved in the procurement process must adhere to a high standard of ethics. All employees, officers, council members and board members shall be subject to and must abide by the rules and regulations contained in the Palm Beach County Code of Ethics, Palm Beach County Inspector General Ordinance as well as all State laws regarding procurement.

1. **Prohibition Against Contingent Fees:** It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a Town of Loxahatchee Groves Contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee.
2. **Use of Confidential Information:** It shall be unethical for any Town of Loxahatchee Groves Employee, Official or Agent knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
3. **Unauthorized Purchases:** No purchases of Goods and Services shall be made in the name of the Town of Loxahatchee Groves or one of its departments, except such as is required for official use by the Town of Loxahatchee Groves or one of its departments. Purchases in the name of the Town of Loxahatchee Groves or a department for personal use by an individual or for other than official use are prohibited, and no Town of Loxahatchee Groves funds will be expended or advanced, therefore.
4. **Disclaimer of Responsibility for Improper Purchasing:** The Town may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditure arising from a procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or any person acting outside this Policy or the authorization or delegation as provided in this Policy.

E. OFFICE OF INSPECTOR GENERAL

Pursuant to Chapter 2, Article XII of the Palm Beach County Code, the Office of Inspector General is created in order to promote economy, efficiency, and effectiveness in the administration of and, as its priority, to prevent and detect fraud and abuse in programs and operations administered or financed by county or municipal agencies. The Office of Inspector General provides independent oversight of county and municipal operations, in accordance with Section 2-422, et. seq. of the County Code. The Inspector General shall be notified in writing prior to any duly noticed public meeting of a procurement selection committee where any matter relating to the procurement of goods or services by the Town is to be discussed. The notice required shall be given to the Inspector General as soon as possible after a meeting has been scheduled. The Inspector General may, at his or her discretion, attend all duly noticed meetings relating to the procurement of goods or services as provided herein, and may pose questions and raise concerns consistent with the functions, authority and powers of the Inspector General. The failure to give written notice, however, does not constitute grounds for a protest regarding such procurement and shall not be the cause for the stay of any procurement, and shall not be the basis to overturn the award of a contract.

F. IMPLEMENTATION

The Council authorizes the Town Manager and/or designee(s) to implement all other policies, practices and procedures necessary to carry out the provisions of this policy. The Manager may adopt administrative policies and procedures which may be amended from time to time at his discretion. The Town Manager may also make minor changes to this purchasing policy; however, substantive changes such as thresholds require approval by the Town Council.

The use of purchasing cards shall be in accordance with this policy and any corresponding administrative policies and procedures.

Section II Vendor Selection

A. PURCHASING AUTHORITY

The Town uses both express and delegated purchasing authority which is the power to bind the Town in a contractual relationship for the procurement of goods and services. The Council is authorized to contract with various vendors including public agencies, for profit and not for profit corporations and/or other organizations/persons. While all procurement authority lies with the Town Council, it may delegate its purchasing authority when deemed to be in the best interests of the Town. Delegation to the Town Administrator of the Council's procurement authority is authorized in accordance with this policy. Any purchasing authority not expressly delegated is retained by the Council.

The following purchasing authority, including execution of contracts and amendments, is delegated to the Town Manager and/or designees acting on his behalf within the following limits to encumber funding shown in Table 1 below:

**TABLE 1 – VENDOR SELECTION THRESHOLDS
FOR SINGLE PURCHASE COST LEVELS / REQUIRED DOCUMENTATION**

AMOUNT	REQUIRED DOCUMENTATION	REQUIRED APPROVAL	AGENDA
Up to \$1,000.00	Open Market	Department Head	No
\$1,000.01 to \$5,000.00	Three documented verbal or written quotes, to extent possible	Town Manager/Designee	No
\$5,000.01 to \$ 24,999.99	Three documented written quotes, to extent possible	Town Manager/Designee	No
\$ 25,000.00 and over	Competitive Selection	Town Council	Yes

In summary,

- The Town may acquire goods and services through direct negotiation or by some other non-competitive selection when the purchase does not exceed \$25,000 and is otherwise properly approved and documented.
- All purchases of and/or contracts for commodities or services between \$1,000 and \$25,000, individually or in the aggregate, shall require the approval of the Town Manager or designee.
- All single purchases of and/or contracts for commodities or services equal to or greater than \$25,000 shall require the approval of Town Council regardless of method of selection followed.

Additionally,

- Purchases exceeding \$25,000 in the aggregate for the same commodity and/or service for the same project or purpose shall not be purchased from the same person or entity during the course of any fiscal year in smaller increments in an attempt to “split purchases” to avoid required competitive selection and/or Council approval.
- The following purchases are subject to separate vendor selection thresholds and methods under Florida Statutes than those noted in Table 1 above:
 - Professional Services Procurements Subject to Consultants' Competitive Negotiation Act ("CCNA"): Procurements of services for architecture, engineering, landscape architecture and land surveying must follow the procedures set forth in §287~055, Florida Statutes (CCNA),
 - Public Improvement Construction Projects: Procurements for construction projects must follow the procedures set forth in §255, Florida Statutes, and
 - Audit Services: When selecting an auditor to conduct the Town's annual financial audit required by §218.39, Florida Statutes, the Town shall follow the auditor selection procedures provided in §218.391, Florida Statutes.

Under no circumstances may known or anticipated annual requirements for goods and services from a vendor be broken into smaller quantities to circumvent the requirement to use a formal vendor selection process. The Town's purchasing policies are based on the total dollar amount of purchases made with a vendor in a given fiscal year. An annual purchase order must reflect the anticipated total amount of business to be done with a vendor for the year.

The Manager may exempt a transaction(s) from the standard processes of this policy if the transaction presents an emergency or if otherwise exempt in accordance with this policy.

In the event of an emergency, the Manager may provide for expedited competition if practicable and shall also have discretion to suspend or terminate any solicitation or pending procurement when deemed in the best interest of the Town.

B. VENDOR SELECTION METHODS

There are various vendor selection methods that may be used by the Town: Quotes, Invitations to Bid (ITB), Invitations to Negotiate (ITN), Requests for Proposals (RFP), Requests for Qualifications (RFQ), Requests for Information (RFI) and Letters of Interest (LOI).

Quotes, written and/or verbal, are normally used when the expected cost of goods or services is \$25,000 or less. This is the informal method of competitive vendor selection. Quotes must be consistent in content for comparison purposes. Quotes must include the vendor name, contact person, date, a clear description of the goods or services being offered by the vendor, a statement of price, and the terms of the sale. Written quotes may substitute for verbal quotes. Verbal quotes must be documented by the user department and retained on file. Written quotes must be signed and dated by the vendor.

The remaining methods, ITB, ITN, RFP, RFQ, RFI and LOI, are formal competitive vendor selection methods. Competitive vendor selection methods utilize competitive bidding to allow a maximum degree of competition among a number of suppliers offering similar products or services. Formal competitive vendor selection methods must be used when costs are expected to be \$25,000 or more and may be used for smaller purchases when the Town will derive sufficient additional benefit to justify their use.

These methods may also be used for smaller purchases when the Town will derive sufficient additional benefit to justify their use. A determination is made by the Town Manager, after consultation with the user department, as to which formal competitive vendor selection method will be used.

The details of each method of selection are detailed in the accompanying procedures.

The use of existing competitive contracts including piggybacks and cooperative purchases and State/Federal contracts/cooperatives/alliances may serve as an alternate to quotes and/or methods of competitive selection and are encouraged wherever possible.

Exceptions to the required vendor selection methods are permitted in specific instances (See Part C. below in this section) or when pre-approved by Town Manager in other limited instances.

C. EXCEPTIONS TO VENDOR SELECTION THRESHOLDS AND COMPETITIVE SELECTION

The following are exceptions to the vendor selection thresholds and competitive selection methods set forth above, except where State law provides otherwise. Exceptions must be pre-approved by the Town Manager. Purchases not subject to the competitive procurement requirement must still have the same levels of approval as purchases subject to the regular competitive vendor selection process.

1. Town standard, single-source and/or sole-source – only one vendor's goods or services will meet Town requirements. Approval requires written justification by Town Manager or designee as well as letter from vendor and/or manufacturer confirming such designation. The ability to meet a necessary condition dictated by circumstances such as delivery date and repairs and maintenance of a particular item/location can also create a single-source situation which also must be substantiated and approved.
2. Emergency purchases – where an unexpected turn of events such as an Act of God or other urgent circumstances creates: (1) immediate danger to the public health, safety, welfare; or (2) threat of substantial loss to public or private property; or (3) interruption of essential governmental services, the Town Manager or designee may proceed to procure the goods or services necessitated by the emergency without competition (quotes and/or solicitation as set forth in Table 1 above not required). The Town Manager's decision and justification shall be documented in writing and any procurement actions that would have otherwise required competitive solicitation and Council approval shall be ratified by Council at its next practicable meeting.
Upon declaration of a state of emergency by the Town and/or County, State and/or Federal government, all bidding requirements may be suspended upon approval of Town Manager who shall still attempt to obtain comparative pricing through verbal and/or written quotes and proposals to the extent practicable.
3. Purchase of goods or services under contracts of the federal government, the State of Florida, or its political subdivisions (also referred to as "piggybacking").
4. Cooperative Purchasing - Contracts available through the City's participation in governmental purchasing cooperative groups and/or by extension of contract terms available on an existing contract of another governmental entity (piggyback) generally within the last 3 years.
5. Exempt or open market purchases.

There are also a number of services and activities with characteristics that dictate a different standard for competition. Generally, competitive solicitation procedures will be implemented on an annual basis; however, certain types of contracts are not cost effectively recomputed annually due to administrative burdens. These procurements include, but are not limited to: auditing services, banking services, underwriting services, insurance contracts, third party claim services, and leases. These procurements shall be reassessed at regular intervals to ascertain if the advantages of competition outweigh the administrative burdens associated with annual competition.

The following purchases are by their nature exempt from competitive solicitation and written quote requirements:

- a Academic programs, reviews, lectures, seminars and/or other training programs.
- b Advertising: radio, newspaper, television and other media, if exclusive area of coverage or other factors preclude competition.
- c Auditing and accounting services, except that competition shall be provided where required by applicable law, including Florida Statutes, Sections 218.39 and 218.391.
- d Conference, training and educational expenses.
- e Copyrighted materials (books, videotapes and other processed media), except computer software.
- f Debt service and other financing transaction costs.
- g Food, clothing and other promotional items purchased for resale or distribution to the public.
- h Goods and services provided by not-for-profit organizations.
- i Governmental entities:
 - i reimbursements to or fees payable to governmental agencies;
 - ii fines;
 - iii purchases from or services provided by other governmental entities (i.e. Federal, State, County, or non-profit organizations as permitted by F.S., 255.60) and as noted above, Colleges and Universities as well as grant agreements which may contain provisions or requirements related to purchasing policies, disposition of fixed assets, etc. that differ from this policy, in which case, the grant provision/requirement will take precedence;
 - iv licenses and permits;
 - v refunds; and
 - vi any other payments required by law.
- 8. Insurance Adjustments and/or items covered under insurance policies: Property Damage approved and paid by insurance as well as payment of all deductibles on other insurance claims are exempt and does not require additional quotes or Council approval.
- 9. Maintenance service of equipment when services must be performed by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment (e.g., to avoid warranty issues).
- 10. Membership dues and sponsorships.
- 11. Professional services including but not limited to services provided by
 - a. architects
 - b. engineers
 - c. actuaries
 - d. surveyors
 - e. accountants
 - f. environmental experts;

- g. attorneys
 - h. lobbyists;
 - i. financial advisors
 - j. health or medical services involving physicians, examination, diagnosis, treatment, prevention, medical consultation, screening or administration;
 - k. insurance agent(s) of record, broker(s) and/or carriers. Additionally, the Manager or designee may permit insurers to offer supplemental products and coverage to employees, and which are to be paid for by the employees;
 - l. real estate brokers and other related professional services;
 - m. services involving special skill, ability, training or expertise that are in their nature, unique, original or creative;
 - n. professional services as defined by F.S. 287.055, and where the estimated costs are less than the thresholds provided by F.S. 287.055 and 287.017;
 - o. trustees.
12. Performing artists, entertainers and other artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as but not limited to music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like.
 13. Personnel verifications and background checks.
 14. Petty cash purchases.
 15. Publications, including subscriptions.
 16. Real estate transactions in accordance with Section 166.045, Florida Statutes and the Town's Code of Ordinances.
 17. Non-employee recreation instructors (officials, referees, scorekeepers, etc.).
 18. Reimbursement of bid or proposal securities.
 19. Reimbursement for damages to non-vendor or third parties.
 20. Services involving special skill, ability, training or expertise which are in their nature unique, original or creative.
 21. Shipping and freight costs not otherwise included on a Purchase Requisition.
 22. Software licensing renewals, training, product maintenance and standard upgrades;
 23. Temporary staffing including full and/or part-time contractual services
 24. Utilities, postage, refunds, items covered by insurance policies and legal advertising.
 25. Except where prohibited by law, Council may declare by at least a four-fifths affirmative vote as to exempting a particular procurement from this Policy and/or utilizing a different methodology when deemed in the best interests of the Town.

The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The Town Manager or his or her designee may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated herein.

Further, the exemptions herein do not exempt the purchase from Manager and/or Council approval, if required by the threshold limits. Purchases not subject to the competitive procurement requirement must still have the same levels of approval as purchases subject to the regular competitive vendor selection process.

Section III

Competitive Selection Solicitation Process

A. PUBLIC NOTICE

Vendors are encouraged to do business with the Town. Public solicitation ensures that vendors receive the opportunity to offer goods and services and that citizens benefit from competition and fair evaluation of bids and proposals. Specific notice requirements are included in the procedure provisions of this manual.

B. BID / PROPOSAL BOND

Bid bonds (also known as proposal bonds) may be required in conjunction with responses. They guarantee the responders will not withdraw their bids for a specified time period and will accept a contract, if offered, or will forfeit the bond amount.

Bid bonds shall be required for all construction projects when the total contract price is estimated to exceed three hundred and twenty-five thousand dollars (\$325,000). In all other cases the Town reserves the right to require a bid or proposal bond when deemed necessary by the Town Manager. The Town Council in its sole discretion may require public construction payment and performance bonds, other bonds and/or other security on any Town project estimated to cost less than three hundred and twenty-five thousand dollars (\$325,000).

Bid bonds shall be by cash, a certified or cashier's check, a surety bond or an irrevocable standby letter of credit, or other acceptable form of security in an amount not less than five percent (5%) of the amount of response. If a surety bond is provided, the surety company must be authorized to do business as a surety in Florida.

C. CANCELLATION AND/OR POSTPONEMENT

Any solicitation may be cancelled or postponed and any or all bids/proposals/replies may be rejected in whole or in part when it is deemed to be, at the sole discretion of the Town Manager, in the best interests of the Town. Each solicitation shall generally contain a notice of the foregoing. Notice of cancellation shall generally be sent to businesses solicited, vendors which attended a pre-bid meeting, and any actual bidder/proposer/respondent.

D. TIED BIDS AND PROPOSALS

Tied bids are offers where one or more responsive and responsible bidders offer the same low price for an item or group of items, depending on the method of award. In such instances, the tie shall be broken by the Town Manager or designee flipping a coin in the presence of the Town Clerk.

E. DETERMINATION OF BEST BID, RESPONSE OR PROPOSAL

It shall be the responsibility of the selection committee, Town Manager or designee, Town Engineer, when necessary, department director(s) and/or assigned staff to determine best responsible bid, proposal or response which meets the specifications and conditions of the competitive solicitation document. For bids, proposals or responses requiring Town Council approval, the Town Manager shall submit the recommendation of staff or the selection committee to the Town Council.

F. RESERVATION OF RIGHTS

The Council, the Manager and/or designee shall have the authority to waive minor irregularities. Where a mistake or omission is not evident on the face of the bid/proposal/reply, and the bidder/proposer/respondent points out the error with clear and objective evidence before award, it may be permitted to withdraw its bid/proposal/reply in the Town's discretion, and in accordance with this Policy. No bidder/proposer/respondent will be permitted to correct a material irregularity or otherwise cure a bid/proposal/reply which has been rejected by the Town as nonresponsive. Where a bid security has been

required, withdrawal permitted by the Town normally would be without forfeiture of the security.

The Town may accept a voluntary reduction from a low bidder or offeror after bid/proposal/reply opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the competitive solicitation. A voluntary reduction may not be used to ascertain the low responsive/responsible bid or for purposes of ranking of proposals.

Discussions may be conducted with responsible Offerors whose submitted proposal is determined to be reasonably susceptible of being accepted for award, for the purpose of clarification, and to assure full understanding of responsiveness to the solicitation requirements. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals after the opening and prior to award for the purpose of obtaining best and final offers when provided by the terms of the competitive solicitation and this Manual.

The Town further reserves the right to reject any and all bids, proposals, or replies, to terminate a competitive solicitation process, or to otherwise take any action deemed to be in its best interests.

G. PROTEST PROCEDURES

1. Right to protest. After posting of the recommended awardee, any bidder or proposer who is aggrieved in connection with the recommended award may protest in writing to the Town Clerk. The right to protest is limited to those procurements of goods or services solicited through an invitation for bid, request for proposals or other competitive solicitation procedures. Recommended awards less than the mandatory bid or proposal amount cannot be protested. Notwithstanding the above, the Town Manager may, in his or her sole discretion, include the right to protest in any solicitation process if in the best interests of the Town.
2. Notice of protest. The protest shall be submitted within three (3) business days after posting of the award recommendation (excluding Fridays, Saturdays, Sundays and legal holidays). The protest shall be in writing (which includes emails), shall identify the protestor and the solicitation, and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the Town Clerk. Received means that the protest documents must be delivered to the Town Clerk's office by the cut off time period. Neither the Town Manager nor the Special Magistrate shall consider any issue not submitted in writing within the time frame specified for the notice of protest.
3. Authority to resolve. Protests filed in accordance with paragraph (2) hereinabove shall be resolved under the provisions of this section.
 - a) If the protest is not resolved by mutual agreement, the Town Manager, shall issue a decision in writing within a reasonable amount of time. The Town Manager shall have the authority to:
 - i. Uphold the protest. The protest may be upheld based upon a violation of the provisions of this purchasing code or of any other Town ordinance, resolution, policy, or procedure, or upon discovery of an irregularity or procedural flaw that is so severe as to render the process invalid. If the upholding of the protest will result in a change of the recommended awardee, a new recommended award shall be posted in Town hall. If the upholding of the protest will result in a cancellation of the protested solicitation, the Town Manager may then cancel the solicitation.
 - ii. Deny the protest. If the protest is denied, the protestor has the right to request that the protest be referred to the Special Magistrate as described herein below.

- iii. Refer the protest directly to the Special Magistrate with no determination made by the Town Manager, in accordance with paragraph (3)(c) herein below.
- b) The Town Manager shall issue a written statement of the determination within a reasonable period of time. The written statement shall provide the general rationale for said determination and shall be provided to the protestor and to any other party to the protest.
- c) Upon receipt of a denial of the protest, the protestor may request a hearing before the Special Magistrate. The request for a hearing shall be in writing to the Town Clerk and shall be made within three (3) business days of issuance of the Town Manager's determination. The request for a hearing shall be accompanied by a protest bond of no less than fifteen hundred dollars (\$1,500.00) or the anticipated actual cost of the proceedings and shall be remitted only in the form of a money order, a certified check, a cashier's check, or a bank check payable to the Town of Loxahatchee Groves.
- d) At no time shall a protestor, party, or any other person, contact the Special Magistrate regarding any issue pertaining to or involving the protest. Contact between the Town and the Special Magistrate shall be limited to scheduling and other administrative issues, including the provision and copying of public records pertinent to the protest.
- 4. Authority of the Special Magistrate. The Special Magistrate, appointed to hear the Town's code enforcement cases, shall also hear bid protests and shall have the jurisdiction and authority to hear and decide protests.
 - a) The Special Magistrate shall make a recommendation as to whether the protest should be upheld or denied.
 - b) If the Special Magistrate upholds the protest, the Special Magistrate shall either make a recommendation to cancel the solicitation, or to cancel the award recommendation and post a new award recommendation after reevaluation based on the Special Magistrate's determination of the facts in the case. In these instances, the Town shall return the protestor's bond to the protester.
 - c) If the Special Magistrate denies the protest, the special magistrate shall recommend that the Town Manager proceed with the posted award recommendation. In these instances, the protestor's bond shall be forfeited.
 - d) The Town Manager may accept the Special Magistrate's recommendation or, if he/she determines the Special Magistrate's recommendation is not in the Town's best interest, the original award recommendation may be referred to the Town Council for approval. At that time, the Town Council may accept or reject the recommendation of the Special Magistrate.
- 5. Stay of procurement during protests. Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the Town Manager shall stay the award of the contract unless he/she, with the advice of the Town Attorney, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the Town.
- 6. Failure to follow the protest procedure set forth herein shall automatically nullify any protest or claim brought by an aggrieved Proposer.

Section IV Contracts

A. FORM OF CONTRACT

1. Written agreements. Written agreements shall be utilized for all acquisitions of non-real property, goods or services where the total expenditure by the Town (including expenditures during renewal periods, but not expenditures relating to Change Orders) is estimated to be \$10,000 or greater. The Town may utilize a written agreement for any acquisition of less than \$10,000 that the Town deems appropriate. All written procurement agreements must be approved as to form and legality by the Town Attorney.
2. Purchase orders. Where no other form of contract exists, purchase orders, in a preapproved format, shall be utilized for acquisitions of non-real property, goods or services where the total expenditure by the Town is estimated to be greater than \$1,000. The Town may utilize a purchase order for any acquisition of \$1,000 or less that the Town deems appropriate.

B. PAYMENT/PERFORMANCE BOND

All contractors shall furnish to the Town a performance bond executed by a surety company rated A- VII or higher by AM. Best & Co., demonstrate a successful record of continuous operation, and be licensed, admitted and authorized to do business in the State of Florida and/or provide a clean irrevocable letter of credit issued by a bank within Palm Beach County to ensure the faithful performance of services and all obligations arising under the contract in the amount of 100% of the contract value. A clean, irrevocable letter of credit or bond, either of which meeting the requirements of this section, may be substituted for the other upon approval by the Town. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to Town legal counsel and the Contract Administrator and shall be maintained during the term of the contract. The bond(s) shall be endorsed to show the Town as obligee and it shall provide that bond(s) shall not be canceled, limited or non-renewed until after thirty (30) days' notice has been given to the Town. Current performance bonds evidencing required coverage must be in force and on file at the Town at all times.

C. CHANGE ORDERS

Where a contract has been approved by Town Council, the provisions for change orders are as follows:

1. Beyond the Scope of Work. Any Change Order that materially expands or alters the scope of the work in a Town Council approved contract shall be subject to prior approval by the Town Council.
2. Within the Scope of Work. The Town Manager may approve a Change Order provided that it does not alter the scope of the work in a Town Council approved contract and that the cumulative total of all change orders, for the duration of the contract, does not exceed ten percent (10%) of the contract amount or \$25,000.00, whichever is less.
3. Extension of Completion Dates. Any Change Order that extends the original substantial or final completion date of a Town Council approved contract shall be subject to prior approval by the Town Council, except for the time allowed under Article VIII.

D. TERMINATION, SUSPENSION, EXTENSION AND RENEWAL

Where a contract has been approved by Town Council, the provisions for termination, suspension, extension and renewal are as follows:

1. Termination may only be approved by the Town Council. If the Town Manager desires to terminate a Town Council approved contract, the Town Manager may suspend the work under the contract until the Town Council makes a final determination.

2. Extensions. The Town Manager may extend a Town Council approved contract for up to 90 days. The extension of any Town Council approved contract for longer than 90 days shall be subject to prior approval by the Town Council. In the event of an Emergency, the Town Manager may extend a Town Council approved contract without Town Council approval, subject to later ratification by the Town Council.
3. Renewals. When a contract is entered into by the Town pursuant to Town Council approval and provides for one or more renewals by affirmative action of the Town, only the Town Council may approve such renewals.
4. The Town Manager may suspend a Town Council approved contract for up to 90 days. Suspension of a Town Council approved contract for longer than 90 days shall be subject to Town Council approval.

E. COMPLIANCE

The Town, its vendors and contractors must comply with all federal laws, regulations, and requirements, as applicable including Sections 504 and 508 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended, and other related local, state, and federal laws, as well as other related Town policies.

Section V Property Management

A. CAPITAL ASSETS

The Town shall record all capital assets in the amount of \$5,000.00 or greater for inventory and depreciation purposes.

The Town Manager shall have the authority to dispose of all non-real property that is determined to have a value of less than \$5,000. Surplus non-real property with a value greater than \$5,000 will be subject to Town Council approval prior to its disposal.

B. DISPOSAL OF ASSETS

1. Excess, Surplus, and Obsolete Materials

It shall be the duty of the User Department Head to report all excess, surplus or obsolete materials to the Town Manager. At this point, the Town Manager, in conjunction with the User, will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid.

The Town Manager shall have the authority to dispose of all non-real property that is determined to have a book value or market value (whichever is greater) of less than \$5,000. Surplus non-real property with a book value or market value (whichever is greater) greater than \$5,000 will be subject to Town Council approval prior to its disposal.

- A. Transfer or Re-use: The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.
- B. Trade-In: In replacing obsolete equipment, it may be financially advantageous to trade-in the old equipment. Requests for bids on the replacement item may call for bid prices with or without trade-in and provide that award may be made either way.
- C. Sale: Excess, surplus and obsolete items not transferred or traded-in may be consolidated and offered for sale by auction or by sealed bid method. Auctions can be traditional or contemporary including online auctions such as www.publicsurplus.com, www.govdeals.com, or similar websites. The consolidated list will be submitted to Town Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an "AS IS/WHERE IS" basis. The sale will be given public notice. Sealed bids will be opened at the time and place announced with the Town, retaining the right to reject any and all.

D. Junk property: The Town Manager may declare that any non-real property that is determined by the Town Manager to have reached the end of its useful life and/or may expose the Town to potential liability from its continued use or sale and/or whose disposition cost exceeds its value, is junk. Non-real property declared by the Town Manager to be junk shall be disposed of without receipt of consideration (or, if necessary, at a cost to the Town) and shall be rendered useless.

2. Sale to Employees

To avoid any appearance of impropriety in the disposition program, it will be the Town's policy to prohibit the direct sale of surplus property to any Town Employee, Official or Agent. This policy does not prohibit any Town Employee, Official or Agent from extending an offer at a public auction or in the form of a sealed bid.

3. Allocation of Proceeds

Proceeds from the sale of excess or surplus property will go into the Town's general fund.

PART II: Purchasing Procedures

Section I

General Provisions

A. PURPOSE

1. Maintain at all times and under all conditions a continuous supply of Goods and Services necessary for the operation of the Town;
2. Encourage and promote fair and equal opportunity for all persons doing, or seeking to do, business with the Town;
3. Safeguard the quality and integrity of the Town's procurement process;
4. Ensure compliance with laws and regulations pertaining to the procurement of Goods and Services;
5. Manage procurement and inventories of purchased Goods to meet the use requirements of Town departments at the most advantageous cost to the Town;
6. Administer procurement contracts and contract amendments;
7. Properly dispose of all material and equipment declared to be surplus or obsolete; and
8. Ensure the Town provides quality service to our citizens.

The philosophy behind these procedures is one of separating the need for Goods and Services from the function of negotiation and executing the necessary contractual purchase agreement.

B. PURCHASING PROCESS

There are three major elements or stages of the purchasing process, each of which is equally important:

- 1 Planning and scheduling purchasing and purchasing activities to meet program and budgetary objectives:
Planning is necessary in order to consolidate purchases and achieve economies of scale. Scheduling takes advantage of market cycles by anticipating the best time to buy. Departments that budget effectively estimate their need for commodities and services in advance. From these estimates, a purchasing schedule can be created that takes into account and consolidates Department needs.
- 2 Source Selection:
This is the process through which solicitations are issued, advertisements run, vendors selected, and commodities or services received. Staff in both user Departments and in Purchasing must work closely to define what is to be purchased. Neither department can do it alone. Together, they develop specifications and scopes of work reflecting the Department's knowledge of its needs in delivering services and Purchasing's knowledge of the market. After both departments decide on the appropriate purchase method and type of contract, Purchasing staff issues the solicitation and receives bids/proposals/replies in response to the competitive solicitation or as otherwise provided in this Manual. Purchasing obtains the executed contracts and ensures the commodities/services are delivered in accordance with the solicitation. This separation of duties is a fundamental aspect of the purchasing process.
- 3 Contract Monitoring and Administration
This element ensures that the terms of the purchase order or contract are enforced and invoices are paid. Lead responsibility for contract administration falls on Department personnel with advice and support from Purchasing. Invoices are approved and submitted for payment and the quality of commodities and services are monitored and evaluated. If the Department wishes to change the

specifications or scope of services, it consults with Purchasing to negotiate a change order. If the Department is dissatisfied with its purchase, then Purchasing forces corrective action by the vendor. When the contract is completed, the Department staff "closes out" the solicitation by, for example, receiving release of liens from subcontractors, recovering equipment from the vendor, completing and evaluating the purchase, making sure all invoices are paid and the purchase file is complete, and forwarding suggestions for improvements to Purchasing. Purchasing shall notify the vendor of applicable suggestions and comments in writing.

The following outlines the more specific procedures in the purchasing process and transaction cycle

Required Steps	Responsibility
The User Department's needs are recognized, perceived, or indicated.	User Department
Requisition is prepared, pre-encumbered and forwarded to Purchasing for processing.	User Department
Specifications or scope of services are developed.	User Department
Appropriate source selection or method of purchase, i.e. sealed bidding, sealed proposals, sole source, emergency, or small purchase	Purchasing Division
Preparation of Solicitation documents	Administration
Advertisement of Competitive Solicitation	Clerk
Bid/Proposal/Reply opening	Clerk
Bid tabulations	Administration
Bids/Proposals/Replies reviewed and evaluated for compliance with specifications, criterion or scope of service.	User Department/Administration or when applicable a Selection Committee to recommend awardees(s)
Publish Notice of intent to Award (3-day protest period)	Clerk
Inform offeror(s) of Notice of Award	Administration
Based on award value and approval authority	Manager or Council
Contract and/or Purchase Order.	User Department/Administration
Contract Administration	Purchasing Division/User Department

Section II

Competitive Selection Methods

Purchases of materials, supplies, equipment and contracted services from outside vendors of the Town in the amount of \$25,000 or more shall be acquired through a competitive solicitation. The competitive solicitation shall contain such terms and conditions, including, for example, the scope of the work, minimum qualifications, time for performance, and such other requirements deemed necessary by the Town. Where applicable, the solicitation specifications shall also include all license fees, permit fees, impact fees, or inspection fees that will be payable by the contractor to the Town. The only permitted exceptions to this policy are those authorized in this Manual.

Invitation to Bid (ITB), Invitation to Negotiate (ITN), Request for Information (RFI), Request for Proposals (RFP), Request for Qualifications (RFQ), and Request for Letter of Interest (RLI or LOI) are effective formal procedures for soliciting competition from vendors in the purchasing sector. The ITB is awarded primarily on price alone. The RFP uses several different evaluation criteria, including price, to determine award. The RFQ ranks respondents based on their qualifications and experience. The RLI or LOI, the least formal process, sends out letters to interested parties to see if they are interested in applying for the work being offered. Evaluation is based on the experience of the responders and follow-on discussions with them. The details of each method of selection are outlined below.

A. INVITATION TO BID (ITB)

An ITB is a sealed bid process used when specifications are well-defined, competition is prevalent, and substitutions are allowable. The ITB shall include instructions to bidders, plans, drawings and specifications if any, the conditions for purchase, packaging, delivery, shipping and payment, contract clauses to be included, bid form, and other required forms and documents to be submitted with the bid and the deadline for submitting bids. As a result, prices obtained are generally lower than “list” pricing. Under this type of solicitation, normally the recommendation of award must go to the lowest responsive and responsible bidder. There are generally no other evaluation criteria considered in this type of solicitation.

B. INVITATION TO NEGOTIATE (ITN)

A written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the purchasing of commodities or contractual services. The ITN may, for example, be used when it is determined that a vendor is a single source or when competitive bidding has failed to produce an acceptable result. Additionally, upon request of the Manager, the Council may, by majority vote, utilize an ITN instead of an ITB or RFP process in order to authorize the Manager or designee to purchase items or services by negotiation, and where the process for short listing and/or ranking for purposes of negotiation will be set forth in the ITN.

C. REQUEST FOR INFORMATION (RFI)

Made typically during the project planning phase where staff cannot clearly identify product requirements, specifications, and purchase options. RFIs clearly indicate that award of a contract will not automatically follow. Information gathered through an RFI is commonly used to facilitate the creation of the solicitation documents.

D. REQUEST FOR PROPOSAL (RFP)

An RFP is a formal request from the Town to vendors to submit structured, sealed proposals. The proposal is to provide a solution to a need the Town has specifically identified. The vendor’s experience and qualifications, together with the proposed solution, is evaluated and may take precedence over price. The evaluations of the proposals may be completed by a selection committee comprised of at least three (3) voting members, who have experience with the need identified which may or may not include Town staff. If

selection committee is to be used the committee members are generally selected by the user department, and the Town Manager or designee facilitates the evaluation and selection process.

All RFPs shall state the relative importance of price and any other evaluation criteria. The Town may engage in negotiations with offerors for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

E. REQUEST FOR LETTER OF INTEREST (RLI OR LOI)

An LOI is a formal invitation from the Town to vendors to submit an offer to perform a specific job or service. It identifies, in general terms, the work required and directs the respondents to provide a letter regarding the respondent's interest in working with the Town on the particular project(s). Respondents provide a statement of experience and qualifications of key personnel. Costs or fees are not part of the response.

Responses will be evaluated and may be "shortlisted", and the shortlisted vendors may be asked to submit price proposals or engage in negotiations based upon the ranking. The evaluation or ranking may be evaluated by a selection committee and facilitated by the Town Manager or designee as described in the RFP section. Based on the experience and qualifications, the responses are ranked based on the specific evaluation to be utilized for purposes of shortlisting, ranking, and requesting price proposals or negotiations shall be set forth in the RLI. This ranking is presented to the Council requesting authorization to enter into contract negotiations with the top ranked vendor. The resulting contract is then brought back to Council for final approval. An RLI may be used in the discretion of the Town, provided, however, it shall not be used where a different method is required by applicable statute or this Manual. Architectural, legal and management services are examples of when this type of solicitation would be used.

The Town may engage in negotiations with responders for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

F. REQUEST FOR QUALIFICATIONS (RFQ)

An RFQ is a formal invitation from the Town to vendors to submit a statement of qualifications. This approach differs from the traditional request for proposals approach in that it places greater emphasis on the actual qualifications of the potential contractor, (his or her track record), rather than how well the potential contractor responds to detailed project specifications and requirements.

The RFQ identifies the desired minimum qualifications of the firm, a scope of work statement, any project requirements, and states the relative importance of selection criteria that will be used in compiling the short list of prospective firms for further consideration.

Responses are evaluated by a selection committee and facilitated by the Town Manager or designee. Depending on the number of qualification responses received, a shortlist of three to five firms are identified for further consideration. These short-listed firms are then interviewed by the evaluation committee. Based on the interview, experience and qualifications, the short-listed firms are ranked. This ranking is presented to the Council for approval along with a request for the proper Town officials to be authorized to negotiate and execute the contract.

G. CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA) REQUEST FOR QUALIFICATIONS (RFQ)

When applicable, the Town adheres to the procedures established by Florida Statutes, Section 287.055, known as the "Consultants' Competitive Negotiation Act" (CCNA). It is utilized specifically to select professional architects, professional engineers, landscape architects or registered surveyor and mapper. An RFQ is utilized to seek professional qualifications and may also be utilized as the method to solicit other types of services which may be based upon a qualification selection process.

- 1 It is a two-step method with selection of a vendor made by merit or qualifications, followed by negotiation of a contract with the most qualified firm. This section applies only to specific projects where the thresholds set forth at Section 287.055(3) are exceeded, and except in cases of valid public emergencies certified by the Manager.
- 2 Firm(s) desiring to provide professional services for a project with the Town shall timely submit qualifications statements containing evidence of current professional status, capabilities, adequacy of personnel, past record and related experience, list of sub-consultants, financial strength and other information required by the RFQ necessary for evaluation.
- 3 The award of any CCNA contract equal to or in excess of \$25,000 shall be approved by Council. Professional services that cost less than the thresholds established by Florida Statute are not subject to competitive selection as defined in FS 287.055 or this Manual. The policies contained herein are a mere summarization of the procedure contained in Florida Statutes, Section 287.055 and the Town personnel are instructed to refer to such provision for additional detail. In instances where CCNA is not applicable based on monetary thresholds, and in the discretion of the Manager, procurement of professional services may be made by any process authorized by this Manual and may utilize an RFP process where separately sealed price proposals are submitted. In such cases, a Selection Committee shall short list no fewer than three (3) vendors based upon qualifications and rank the vendors based upon merit, and qualifications. The price proposals shall be opened after the short listing, and the final ranking shall consider the price proposals received and in accordance with the process to be further described in the RFP. In the event less than three proposals are received, the Committee shall evaluate and rank the responsive proposals received.

H. CONSTRUCTION SERVICES

The procurement of construction services shall be in accordance with this Manual and where applicable, the Town shall also adhere to the requirements established by Florida Statutes, Sections 255.0525 and 255.20 as more specifically noted below.

I. CONSTRUCTION MANAGEMENT AT RISK

This is a method used to procure a Construction Manager, and which may result in a guaranteed maximum price for construction and time for completion. Such procurements shall be in accordance with this Manual, and in any manner authorized by Florida Statutes, including Sections 255.103 and 287.055, or 255.20.

J. PUBLIC-PRIVATE PARTNERSHIPS

The Town may receive unsolicited proposals or may solicit proposals for qualifying projects as defined by Florida Statutes, Section 287.05712, and may thereafter enter into an agreement in compliance with the aforementioned Statute. The Manager may adopt procedures consistent with this Manual and Section 287.05712 relative to the receipt and consideration of an unsolicited proposal. An unsolicited proposal must contain all of the material and information required by Section 287.05712, and such additional information and technical studies as may be reasonably required by the Town. Additionally, the Town may charge a reasonable fee to cover the costs of processing, reviewing, and evaluating an unsolicited proposal, including, but not limited to, attorney fees and fees for financial

and technical advisors or consultants and for other necessary advisors and consultants. The Town may also require a deposit, the amount of which will be determined at the discretion of the Manager, and which is reasonably calculated to cover the costs to be incurred. In its sole and absolute discretion, the Town may reject or otherwise decide not to consider an unsolicited proposal, and which decision shall not be grounds for a protest. In the event the Town intends to enter into an agreement for the project described in an unsolicited proposal, then it shall first provide notice and allow other proposals to be submitted for consideration in accordance with the requirements of Section 287.05712.

Section III

Competitive Selection Solicitation

Once the appropriate vendor selection method has been determined, the solicitation process will be overseen by the Town Manager or designee, as shown below.

A. SOLICITATION DOCUMENTS

The Town Manager or designee will ensure all solicitation documents are properly prepared, with particular emphasis on effective specifications as discussed below and distributed appropriately. In conjunction with preparation of solicitation documents, the Town Manager or designee will be available to provide information to all potential responders.

- 1 User department prepares scope of work, specifications and plans in conjunction with administration who shall schedule dates for issuing the solicitation, prepare the solicitation documents including submission requirements, date, time and location for receipt of bids; where the bids are to be delivered, description or scope of work, evaluation factors (Selection Committee, if applicable), delivery or performance schedule, contract terms and conditions, warranty and bonding requirements, etc. schedule dates for process from issuing to awarding.
- 2 Prepares the Public Notice. Adequate public notice of the solicitation of bids/proposals shall be given not less than ten (10) calendar days prior to the date set forth in the notice for opening of bids and not less than twenty-one (21) calendar days for proposals.
- 3 Conduct the pre-bid/proposal conference and determine with guidance from the user department whether the conference shall be mandatory or optional.
- 4 Conduct the bid opening; the evaluation; Council approval; and issuance of purchase order and/or contract.
- 5 Prepare any addenda, if changes are made to the solicitation document.
- 6 Pick up all bids/proposals/replies from the Clerk's Office shortly after the bid opening date and time and open bids/proposals/replies publicly at the date and time specified in the solicitation documents. The name of each bidder, and other information deemed appropriate shall be read aloud and recorded in accordance with applicable Florida Statutes.
- 7 Prepare a bid tabulation and together with the user department shall determine the lowest responsible and responsive bidder meeting the specifications. In the event a Selection Committee is required, the Selection Committee Guidelines and Procedures described in Chapter 9 shall be followed.
- 8 Upon completion of the evaluation, prepare a Notice of Intent to award to be displayed publicly in the Clerk's Office and posted on www.demandstar.com and www.loxahatcheegrovesfl.gov.
- 9 Issue a Notice of Award after Council approval, and will request the required insurance certificates, performance bonds, and any other contractual documents required from the vendor.

- 10 Prepare a contract and /or approve a requisition request entered by the user department.
- 11 Forward all solicitation documents including bid documents, sign in sheets, bid tabulations, notice of Selection Committee meetings, and notice of intents, etc. to the Palm Beach County Office of Inspector General to the extent required by applicable Palm Beach County Ordinances.

In instances in which professional services are sought or for services where qualifications, and not price, is the determining factor, the Purchasing Division shall prepare a Request for Qualifications, Invitation to Negotiate, or Request for Letters of Interest following a substantially similar process and as otherwise provided for in this Manual.

B. SPECIFICATIONS

The Town Manager or designee will ensure the solicitation documents include specifications that are as well-defined as possible. The user department is responsible for developing specifications, such as bid specifications, scope of service and evaluation criteria. As the prime user, the department is best aware of any special characteristics, any new developments in the field, as well as the technical specifications of the product or service. The Town Manager or designee may review specifications and make suggestions, such as alternate products, when appropriate.

The Town Manager or designee shall strive to assure that all specifications issued by the Town provide for free and open competition among all vendors and preclude lock-in of any vendor or brand, unless items are purchased under approved sole source or sole brand provisions. Any specification may eliminate some vendors or brands if the vendor or brand does not meet the legitimate needs of the City.

There are many different types of specifications; however, all specifications regardless of the type must be clear and complete. A specification is an essential communication link between the Town and the vendor. The specification must clearly and completely express the needs of the Town in such a manner that the vendor will have the same understanding as that of the Town in what is required. The following are some of the more common type of specifications:

1. Brand Name Specification

A specification using one or more manufacturers' brand names, with identifying model numbers, to describe the acceptable items; all other items will be excluded. Since use of a brand name specification is restrictive of product competition, it may be used only when pre-approved by the Town Manager or designee.

2. Brand Name "or Equal" Specification

These specifications describe the characteristics of the item required by reference to a particular manufacturer's product, referring to that product by its brand name and model number. These specifications describe the standards of quality, performance, and other characteristics needed to meet the requirements of the solicitation and invites bids for equivalent products from any manufacturer. These are often used to obtain low-value, commercially available products, such as janitorial supplies, office supplies and chemicals.

3. Design Specification

A design specification is also known as a material and method of manufacture specification. This type of specification spells out in great detail the physical characteristics including size and shape, the materials to be used and the manner in which they are to be assembled or processed. Design specifications may also reference engineering drawings or plans. A design specification is generally not appropriate for standard commercial items; its use being reserved for "made-to-order" products.

When required, the procurement of the design criteria professional shall be pursuant to Florida Statutes, Section 287.055. The procurement of a design-build firm for a design build project shall be in accordance with this Manual and Section 287.055(9) and shall utilize a competitive proposal selection process. The methodology shall also be set forth in the solicitation document.

4. Performance Specifications

Performance specifications describe the functions which must be performed without or with only a limited reference to materials to be used or construction details. Performance specifications are non-restrictive, they spell out standards of performance, define operating limits, describe a specific task, emphasize dependability and reliability and look at the end result. Performance specifications are non-restrictive and encourage vendors to be innovative and propose a variety of means to accomplish a stated performance measure and to determine whether performance specification has been satisfied.

C. PUBLIC NOTICE

Public notice of the ITB, ITN, RFP, RFQ, RFI and LOI generally shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of the responses. Such notice shall be given by posting on the Town's website and/or Town bulletin board, at a minimum, and may be noticed via online service and/or published in a newspaper of general circulation within Palm Beach County. The notice shall state the place, date, and time of the opening of the responses.

D. RESPONSE SUBMISSIONS

All responses shall be submitted online via the bid portal of the Town's website or delivered to the office of Town Clerk. Printed responses delivered to the Clerk's office must be in sealed envelopes and shall be clearly identified with the name and number of the response on the exterior of the envelope.

E. FORMAL OPENING OF RESPONSES

Responses shall be opened by the Town Clerk or designee at the time and place designated in the public notice. The opening shall be witnessed by staff. No late responses shall be accepted or opened if received after the date and time specified in the public notice. All late responses shall be returned unopened to the bidder.

For ITB responses, names and amounts of each bid shall be read aloud by the Town Clerk or designee, and a list of all responses shall be made available for public inspection after the opening.

For RFP, RFQ and LOI responses, a list of the names of all responders shall be prepared by the Town Clerk or designee and made available for public inspection after the opening of the responses.

All response documents shall become the property of the Town and will not be returned to the responders. When the contract is awarded, all documentation produced as part of the contract shall become the exclusive property of the City.

For an RFP, RFQ or LOI response, the Town Manager or designee, or if an evaluation committee's if used and within a reasonable time period after the response opening, request additional or corrective information of the responder concerning his/her responsibility to perform, and the bidder may voluntarily, after bid opening, provide additional or corrective information concerning his/her responsibility as a vendor.

F. MODIFICATION OR WITHDRAWAL OF RESPONSES

Responses may be modified or withdrawn by an appropriate document duly executed and delivered to the office of the Town Manager at any time prior to the submission deadline. A request for withdrawal or modification must be in writing and signed by a person duly authorized to do so. Any modifications made by the Town to the solicitation documents

prior to the opening of the responses shall be by addenda provided in writing to the same potential responders to whom the original solicitation documents were presented. After expiration of the period for receipt of responses, no withdrawal or modification is permitted, except in extenuating circumstances. If within twenty four (24) hours after responses are opened, any responder files a duly signed written notice with the Town, through the office of the Town Manager and within five (5) calendar days, thereafter demonstrates to the satisfaction of the Town, by clear and convincing evidence, that there was a material mistake in the preparation of the response, or that the mistake is clearly evident on the face of the response document but the intended correct response is not similarly evident, then the responder may withdraw its response document. Thereafter, the responder will be disqualified from further bidding on the contract for which the response was withdrawn.

Section IV

Solicitation Evaluation Process and Award of Contract

Once the solicitation has been completed and all responses have been received and opened, the responses will be evaluated, and a contract awarded as follows:

A. RESPONSIVE AND RESPONSIBLE

1. Responsiveness

Vendors can be determined to be responsive or non-responsive to the solicitation. Vendors are basically responsive to the solicitation if they have provided all the information required as mandatory and have signed the solicitation making the response a bona fide offer. Vendors are basically nonresponsive if they have not provided all the required information or have not signed the solicitation.

Depending on the specifications, vendors who meet or exceed the minimum specifications are considered responsive while those that do not meet the required minimum specifications are considered non-responsive.

2. Responsible

A vendor can also be evaluated to determine if they are “responsible” or “not responsible.” A vendor shall be found to be “not responsible” for reasons including, but not limited to the following;

- The vendor has failed to perform in a satisfactory manner under a prior contract with the Town of Loxahatchee Groves.
- The vendor has shown poor performance based upon comments from previous and current clients, especially those in the governmental sector. The Town reserves the right in all solicitations issued to contact previous vendor clients to determine the satisfaction or dissatisfaction with the work performed.
- A vendor shows a lack of financial resources to assure contract completion on a timely basis.
- A vendor lacks the necessary training and or experience to fulfill the contract requirements with the proper skill level.
- The vendor has inadequate equipment and/or personnel to properly complete all contract requirements in a timely manner.
- The vendor is unable to secure necessary insurance and bonding (if required by the Town).
- The vendor fails to comply with any other factors relating to completion of the contract on a timely basis and in a proper manner as determined by the Town.

B. REJECTION OF RESPONSES

After an initial review of responses, responses may be rejected for any of the following reasons:

- If the evidence submitted by a responder or if investigation of a responder fails to satisfy the Town that the responder is properly qualified to carry out the obligations and to complete the requested work.
- If there is reason to believe collusion exists among responders.
- If the response is not responsive, not delivered by the due date and time or not delivered to the Town Clerk's office, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any other kind. The Town reserves the right to waive such technical errors as may be deemed in the best interest of the City.

C. EVALUATION AND AWARD OF CONTRACT - INVITATION TO BID

The contract shall be awarded to the most responsive and responsible responder whose response meets the requirements and criteria set forth in the solicitation documents except as otherwise provided below.

If two or more qualified responders are tied, as reflected by cost, the tie may be broken by the following criteria, presented in order of importance and consideration, as reflected in the solicitation document:

1. Quality of the items or services bid if such quality is ascertainable
2. Delivery time if provided in the response

If the above criteria do not resolve the issue, the award will be given to the response received earliest by the Town as indicated by the Town time clock stamp on the response. This criterion will also be indicated in the solicitation document.

Multiple award contracts may be used only when it is determined by the Town Manager that the use of more than one vendor is in the best interest of the Town.

A recommendation for vendor selection, together with the criteria used for selection, will be presented to Town Council by the Town Manager or designee for approval, along with a request to approve authorization to sign a contract with the recommended vendor.

D. EVALUATION AND AWARD OF CONTRACT - REQUESTS FOR PROPOSALS, REQUESTS FOR QUALIFICATIONS, AND LETTERS OF INTEREST

The award shall be made to the responder whose proposal is the most advantageous to the Town, taking into consideration evaluation criteria set forth in the solicitation document. The vendor selection process may be done through an evaluation committee, (Committee), appointed by the Town Manager and comprised of a member of the user department, together with at least two other members familiar with the goods or services being evaluated. Each committee member shall complete a "Conflict of Interest Statement" upon appointment to the committee and prior to review of submittals (See Attachment 6).

The Committee shall review all qualifications and submittals of those firms responding based on predetermined criteria contained in the solicitation document. The Committee will then score each qualified response using the predetermined criteria.

Depending on the number of qualified responses received, the Committee may reduce the number of responders to be evaluated further to a minimum of three (called a "short list"), based on the ranking (highest points). If less than three qualified responses been received, all qualified responses must be considered. The Committee may choose to hold discussions with all responders on the "short list". Such discussions may encompass formal presentations by each responder.

The format of the discussion must be the same for each responder.

If the Committee requires clarification of the original response, they may request revised proposals.

For an RFP, once the Committee has ranked the qualified responses, the ranking information will be presented to Town Council by the Town Manager or designee with a request for approval along with a request for the proper Town officials to be authorized to negotiate and execute the contract.

For an RFQ or LOI, a recommendation for vendor selection, together with the ranking information, will be presented to Town Council by the Town Manager or designee. Additionally, it will be requested that staff be given direction to negotiate a contract, subject to final Counsel approval.

Following vendor approval by the Council, the next step in the RFQ or LOI process is for the Town Manager and Town Attorney to negotiate a contract with the highest ranked vendor at a compensation determined to be fair and reasonable. If this proves unsuccessful, negotiations will be formally terminated, and negotiations will begin with the next highest ranked vendor. This will continue until an acceptable contract is agreed to or until negotiations with all vendors on the short list have been unsuccessful. If no contract can be negotiated with any vendor on the short list, a new solicitation must be initiated. If a successful contract is negotiated with a vendor, a recommendation will be presented to the Council by the Town Manager or designee to approve the contract with the indicated vendor.

E. NOTICE OF AWARD

Upon approval by the Council, the successful vendor will receive a Notice of Award indicating the vendor's selection. The Notice of Award is contingent on a contract being executed and the required certificates of insurance and applicable bond coverage have been received and approved. If the selected vendor fails to provide the required coverage documents or fails to deliver the signed contract within the specified time, the Town may annul the Notice of Award.

F. BOND RELEASE

All responders' bid bonds, if required for a solicitation, will be retained until the selected vendor has met all requirements for the final contract award. At that time, the bid bonds of the unsuccessful responders will be returned. If the successful vendor fails to meet these requirements and the Town annuls the Notice of Award, the successful vendor's bid bond shall be forfeited.

G. NOTIFICATION TO RESPONDENTS

After the contract award has been finalized, Town Manager or designee will notify the remaining respondents of the selection.

Section V

Public Lands & Property – Public Construction

Construction or improvement of a public building, structure, or other public construction works must be awarded pursuant to a competitive solicitation where the estimated cost of the project equals or exceeds \$25,000. Additionally, Florida Statutes, Section 255.20 applies to projects that are estimated in accordance with generally accepted cost accounting principles to cost more than three hundred thousand dollars (\$300,000), and for electrical work estimated to cost more than seventy-five thousand dollars (\$75,000). The statutory threshold amounts shall be adjusted as set forth at Florida Statutes, Section 255.20(2), and in the event of statutory amendment.

A. OPTIONS FOR CONSTRUCTION CONTRACTING

Options for Construction contracting may include:

- General contractor;
- Town construction management;
- Multiple prime contractors managed by a designated general contractor;
- Construction manager;

- Procurement Officer of the finance department; or
- Design-build; or any other commonly accepted construction method utilized by government or industry which may be used to the benefit of The Town.
- Public-private partnership.

B. APPLICABILITY OF RULES

The Provisions of this Manual as to construction projects, and Section 255.20 requiring a competitive award do not apply:

1. When the project is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events, such as an act of God, riot, fire, flood, accident, or other urgent circumstances, and such damage or destruction creates: An immediate danger to the public health or safety; Other loss to public or private property which requires emergency Town action; or an interruption of an essential governmental service.
2. When, after notice by publication in a locally circulated paper, The Town does not receive any responsive bids or proposals.
3. When the project is undertaken as repair or maintenance of an existing public facility.
4. When the project is undertaken exclusively as part of a public educational program.
5. When the funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent.
6. When the Town has competitively awarded a project to a private sector contractor and the contractor has abandoned the project before completion or The Town has terminated the contract.
7. When Council, after proper public notice, conducts a public meeting under FS. 286.011 and finds by a majority vote of the Council that it is in the public's best interest to perform the project using its own services, employees, and equipment. The public notice must be published at least 21 days before the date of the public meeting at which Council takes final action. The notice must identify the project, the components and scope of the work, and the estimated cost of the project using generally accepted cost-accounting principles that fully account for all costs associated with performing and completing the work, including employee compensation and benefits, equipment costs and maintenance, insurance costs, and materials. The notice and procedures for Council consideration of the measure must further conform to the requirements of Section 255.20(1)(c)(9). Notwithstanding the above, nothing herein shall be construed as making the requirements or remedies set forth at Florida Statutes, Section 255.20 applicable to projects below the thresholds set forth therein. For projects for which the estimated cost is below the thresholds of Section 255.20, the failure to strictly adhere to the procedures set forth in this section for exempting a construction project from a competitive award shall not be grounds for a protest or other legal challenge to Council's final decision.

Section V I

Public Entity Crimes, Code of Ethics, Debarment

The Public Entity Crimes Act, Section 287.133, Florida Statutes as amended, serves to deny to persons convicted of a public entity crime the opportunity to bid on public entity contracts or to supply goods and services to public entities or to otherwise transact business with public entities. A "public entity crime" means 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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Competitive solicitations shall contain a statement informing persons of the provisions of Florida Statutes, Section 287.133 (2) (a), and requiring the bidder, proposer, or respondent to certify whether it or its affiliates, as defined in Section 287.133, has been convicted of a public entity crime. In accordance with Section 287.133(2)(b), The Town shall not accept a bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two from any person or affiliate on the convicted vendor list for a period of 36 months from the date the person or affiliate was placed on the convicted vendor list unless the person or affiliate has been removed from the list. A list of convicted vendors is maintained on the MyFlorida.com web site and the Florida Administrative Weekly published by the State of Florida. Additionally, The Town reserves the right to reject any bid, proposal, or reply as non-responsible, even if the contract value is below the Category Two threshold, where the vendor or affiliate is on the convicted vendor list and for a period of 36 months following the date that the person or affiliate was placed on the convicted vendor list, unless that person or affiliate has been removed from the list.

A. CODE OF ETHICS AND CONDUCT

The Town, including Council members, officers, and employees, shall comply with the standards of conduct for public officers, employees and agents set forth in Florida Statutes, Chapter 112, and the Palm Beach County Code of Ethics (Sec. 2-441 et. seq.). To the extent violations of the ethical standards of conduct set forth in this Manual constitute violations of the State Criminal Code they shall be punishable by law or disciplinary actions prescribed in the Town's Employee Manual. Town employees and officers shall refer to Part III, Chapter 112, Florida Statutes and the Palm Beach County Code of Ethics for more definitive guidance and may consult with the designated Ethics Officer within the Town's Legal Department. By way of example only, Section 2-443(d) of the Palm Beach County Code of Ethics prohibits public officials and employees from entering into any contract or transaction for goods or services with their respective county or municipality. Exceptional circumstances and waivers to this prohibition are set forth at Section 2-443(e). Additionally, Section 2-444 provides specific prohibitions as to the acceptance of gifts by Council members, chief executives, employees and advisory board members. The Palm Beach County Code of Ethics is available at: <http://www.palmbeachcountyethics.com/> Note: In order to avoid the possibility of any misunderstandings regarding compliance with the law and regarding any appearance of impropriety relative to the competitive process for awarding contracts, it is highly recommended that no employee or Public Officers accept anything of value offered from vendors, and that their conduct conform with the above referenced statutes and Code of Ethics.

B. AUTHORITY TO DEBAR OR SUSPEND

1. After reasonable notice to the person or company involved and reasonable opportunity for that person or company to be heard, the Purchasing Manager, after consulting with the Town Attorney, shall have the authority to debar or suspend a person or company, whether a prime contractor/consultant or subcontractor/subconsultant, for cause from consideration for award of future contracts. The debarment shall be for a period commensurate with the seriousness of the cause(s) and shall continue for the entire time set by the Purchasing Manager. Where the offense is willful or egregious, an

indefinite term of debarment may be imposed. The Purchasing Manager shall also have the authority to suspend a person or company from consideration for award of contracts if there is probable cause for debarment. If suspension precedes a debarment, the suspension period shall be considered in determining the debarment period. The Purchasing Manager may suspend the person or company for a period of not more than three (3) months. During the period of debarment or suspension, the person or 61 company and its affiliates (“affiliates” shall have the meaning ascribed by Florida Statutes, Section 287.133), or other companies with any officers or principals the same as the suspended company, may not bid on any the Town contracts, regardless of dollar amount, nor be approved as a subcontractor on any the Town contract. A decision to suspend by the Purchasing Manager shall be in writing, mailed or otherwise furnished immediately to the person or company, and considered a conclusive and final act with no right of appeal. Cause for Debarment. The causes for debarment include the following:

- a. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a contractor.
 - b. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, subcontract or in the performance of such contract or subcontract.
 - c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.
 - d. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Manager to be so serious as to justify debarment action.
 - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
 - e. Refutation of an offer by failure to provide bonds, insurance or other required certificates within a reasonable time period.
 - f. Refusal to accept a purchase order, agreement, or contract, or to perform thereon provided such order was issued timely and in conformance with the offer received.
 - g. Presence of principals or corporate officers in the business of concern, who were principals within another business at the time when the other business was suspended or debarred within the last three years under the provisions of this Section.
 - h. Violation of the ethical standards set forth in state law.
 - i. Violation of the Cone of Silence, or other ethical standards provided by the Palm Beach County Code of Ethics.
 - j. Any other cause the Purchasing Manager determines to be so serious and compelling as to affect responsibility as a Town contractor including debarment by another governmental entity for any cause listed in this Section.
2. The Purchasing Manager shall issue a written decision to debar. The decision shall state the reason for the action taken and inform the debarred person or company of its rights to administrative appeal. A copy of the decision for the debarment shall be mailed or otherwise furnished immediately to the debarred person or company.

3. Any person or company that is dissatisfied or aggrieved with the notification of the Purchasing Manager's determination to debar or refusal to reinstate, must, within ten (10) calendar days of such notification, appeal said determination to the Manager in accordance with the procedures contained herein. Said appeal shall be in writing and shall state with specificity the grounds therefore and also the action requested of the Manager and shall include the facsimile and e-mail address of the person or company. The Manager shall attempt to settle or resolve the matter, with or without a hearing and within his/her sole discretion. The Manager shall render a decision, in writing, within ten (10) calendar days following receipt of the appeal. In the event the Manager decides to conduct a hearing, the person or company shall be notified by e-mail and facsimile transmitted to the address and facsimile number set forth in the appeal. Hearings which may be conducted shall be informal, and the Florida Rules of Evidence shall not apply. Irrelevant, immaterial or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs may be considered. The decision of the Manager shall be final and binding unless appealed to the Palm Beach County Circuit Court in accordance with the Florida Rules of Appellate Procedure. Institution of a court action prior to following the procedure set forth in this Manual shall be deemed a failure to exhaust administrative remedies.
4. A debarred person or company may only be reinstated upon submission of an application to the Purchasing Manager. The Purchasing Manager shall make a decision on the application within ten (10) calendar days. Each application for reinstatement (after the term of debarment has been completed or no sooner than three years after debarment in the case of an indefinite debarment) shall include the information set forth at paragraphs 1-5 below. Request for reinstatement during the period of debarment shall include the information set forth at paragraphs 1-5 below, and may only be made if: there is new and material evidence not previously available, dismissal of the indictment or charge or reversal of the conviction, or a bona fide change in ownership or management sufficient to justify a finding of present responsibility. Applications for reinstatement shall include:
 - a. The name, address, telephone number, facsimile number and e-mail address of the party making the request or the party's representative.
 - b. A statement of the financial responsibility of the company.
 - c. A statement of facts indicating how the circumstances that led to the debarment have been cured.
 - d. A list of jobs completed during the time between the debarment and the application.
 - e. A list of all departments of the Town for which the person or company has performed work.

Section VII

Contract Management

The purchase order will be the Town's commitment to conduct business with a vendor and will be subject to the approval authority limits delineated later in this section. Vendors may submit quotes or contracts, depending on the process, whether informal or formal, and the dollar amount of the purchase.

For the informal vendor selection process, normally for purchases under \$25,000, the selection will be accomplished through quotes. For purposes of this manual, the term "quote" will include proposed scope of service statements when submitted as a quote. Quotes must be signed by authorized representatives of the responders when submitted

in writing; however, the Town will not normally sign these documents. When a quote requires a signature by a representative of the Town, it will be processed together with the related purchase order and will be subject to the same approval authority limits as a purchase order. In no instance shall the quote be signed by a person not authorized to be the final approving authority on the accompanying purchase order.

Quotes normally relate to goods and identify the type and quantity of the goods to be provided and possibly the associated payment terms. When the proposed goods or services are more complicated, there will normally be more comprehensive terms involved which would necessitate a formal contract requiring the signature of both the vendor and the Town. Formal contracts will always be required for formal competitive vendor selection situations. This will normally be for purchases greater than \$25,000, which require Commission approval.

Once approved by Council, the contract will be processed with the related Purchase Approval Request (PAR). The Town Council or Town Manager if so, authorized will sign the contract at the same time as he/she approves the PAR. As discussed previously, the formal competitive vendor selection process can be utilized for purchases under \$25,000 when the additional effort is justified. The resulting contract will be processed at the same time as the related purchase approval request in accordance with the approval authority limits discussed in "D" below.

Even when a contract has been signed, the vendor is not authorized to begin work until a fully approved purchase order has been issued.

The following sections will discuss contracts and purchase orders used to commit the Town to do business with a vendor.

A. CONTRACTS AND CONTRACT ADMINISTRATION

1. Contract Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the Town provided the extension beyond the current fiscal year, if any, is included in the solicitation and funds are available for the current fiscal year at the time of contracting. Payment and performance obligations for future fiscal years shall be subject to the availability of funds.

2. Price Adjustment.

Contracts may be awarded with the provisions for upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the City.

3. Advance Payments.

The Town may make advance payments not to exceed one (1) year to vendors for maintenance service contracts and lease agreements when it would be economically efficient to do so, or when the vendor offers a discount for advance payments.

4. Amendments.

Any changes to a contract that materially alter the terms and conditions of a contract or provide for a change in the scope and/or timing of the contract, must be contained in a formal amendment to the contract executed by the same authority as the original contract.

5. Insurance Requirements.

All contracts shall contain requirements for the protection of the Town through sufficient insurance as specified in the bid documents. The selected vendor shall be required to obtain, at the vendor's expense, all required insurance coverage and shall submit evidence of insurance to the Town for approval before the contract award will

be finalized. The Town Manager will review insurance certifications, approving those which comply with the requirements of the solicitation. Non-approved certifications will be returned to the user department with the reasons for non-approval and instructions as to how the certification may be corrected by the vendor. The user department shall not allow a contract to be finalized, nor work commence, until the Town Manager has approved the sufficiency of insurance coverage.

6. Payment and Performance Bonds.

When a contract is estimated to exceed two hundred thousand dollars (\$200,000) for the construction of a public building, for the completion of a public work or for repairs upon a public building, or other public work as provided in Florida Statute Section 255.05, as amended, or when the Town Manager or designee deems it to be reasonably necessary to protect the best interests of the Town, the following bonds shall be executed and delivered to the Town Manager or designee before the contract award will be finalized and shall become binding on the parties upon the execution of the contract:

- a. A performance bond guarantees the selected vendor will perform all requirements of the contract. It protects the Town from loss due to the selected vendor's inability to complete the work. A performance bond satisfactory to the Town in an amount equal to one hundred percent (100%) of the price specified in the contract must be provided to the Town and is conditioned on the selected vendor performing the contract in the time and manner prescribed in the contract.
- b. A payment bond guarantees the selected vendor will make all required payments to the subcontractors and suppliers providing goods and services to the selected vendor. A payment bond satisfactory to the Town in an amount equal to one hundred percent (100%) of the price specified in the contract must be provided to the Town and is conditioned on the selected vendor promptly making payments to all persons and entities supplying labor, materials or commodities used directly or indirectly in the performance of the work provided for in the contract.

7. Indemnification.

All vendors shall indemnify and hold harmless the Town, its officers, agents and employees from any injuries or damages received by any person during any operations connected with the construction project, by use of any improper materials, or by any act or omission of the contractor, or subcontractor, agents or employees.

B. CONSTRUCTION CONTRACT REQUIREMENTS

In addition to the requirements under Section A, the following shall apply to construction contracts:

1. Construction Contract Change Orders.

The Town shall have the right, based on a clause contained in each construction contract, to require changes in quantities, additions or deletions of work or other changes within the original intent of the contract. All change orders, where the amount of the entire contract, including the change order, is over \$25,000 shall be approved, in advance, by the Town Council. The approval of change orders equals to or under this amount for both construction contracts and professional design services shall be approved, in advance, by the Town Manager or his/her designee.

2. Amendments to Construction Contracts.

All changes to construction contracts that materially alter the terms and conditions of the contract or provide for a change in scope of the project beyond the original intent, must be contained in a formal amendment to the contract. Such an amendment must be approved with equal dignity and formality as the original contract and signed by the

individuals holding the positions of the original signatories. If the amendment causes the total dollar amount of the contract to move to the next dollar threshold (see "approval authority limits), approval is required, approval must be given as named for that threshold.

C. ONGOING CONTRACT ADMINISTRATION

After the award of any contract, the user department will ensure that both the Town and the vendor are in compliance with all terms and conditions of the contract, including, but not limited to, maintaining current insurance certificates.

In cases where the vendor does not adhere to delivery and specifications or is in technical breach of a contract, the user department must attempt to rectify the situation with the vendor and maintain written record of these attempts. This written record should contain specific instances of non-compliance with the contract requirements and a timeframe for resolution of the issues involved.

In cases where the user department is unable to rectify a breach of contract with the vendor, the user department may recommend to the Town Manager or Town Council (depending on the amount of the contract) that the contract be cancelled, the vendor be suspended or debarred (the Town will no longer conduct business with the vendor), or to begin appropriate legal action through the Town Attorney.

The Town may suspend a contract for a period not to exceed thirty (30) days following a determination by the Town Manager that there has been a material deviation by the vendor from the requirements of the contract. Any suspension of contract shall be provided in writing to the affected vendor within three (3) working days of such determination. The Town reserves the right to obtain goods or services, which are the subject of the contract, from alternate sources during the suspension period.

Contracts originally approved by the Town Council shall be canceled or revoked only after specific Town Council action.

Section VIII

Purchase Orders and Payments for Goods and Services

A. PURCHASE ORDERS

Purchase orders are to be used for all procurements except as provided herein. A fully executed purchase order (PO) is the user department's authority to purchase goods or services. In addition to authorization, purchase orders also provide budgetary control as well as a means to monitor compliance and performance or original specifications including volumes, pricing, timing and receipt. A purchase order must reflect the anticipated total amount of business to be done with a vendor for the year. The total shall not be broken into smaller amounts to keep from crossing a dollar threshold with additional approval requirements, including the requirement for formal competitive vendor selection. Without exception, all PO's must be fully approved before the issuing department may place the order. This is true even when a contract with the vendor has been fully executed. Supporting documentation must be maintained for all purchases and forwarded, as discussed below.

A purchase order is the vendor's authorization to ship goods or perform services as specified. The purchase order constitutes a contract (in some instances a second contract if a more formal contract is also being utilized) between the Town and the vendor, and as such, is a legal document. The purchase order also reserves (encumbers) the funds within the financial system so the funds cannot be allocated for other purposes before the transaction has been completed and the purchase order fully closed out.

A purchase order will normally be for a specified dollar amount for specified goods or services. Additionally, an open end or blanket purchase order can be issued for a specific

not to-exceed dollar amount and may also be for a specific length of time, not to exceed one fiscal year. The open end or blanket purchase order is utilized to facilitate multiple purchases from a single vendor over a given term as well as for contract payments. Such purchase orders are used to

1. establish an accounting record for routine periodic payments of recurring operating expenses;
2. develop a purchasing relationship, in advance, for repetitively purchased commodities and services. The Blanket Purchase Order is used when the prices or discounts, terms and conditions, and length of contract have been established.

Examples of commodities and services that are expected to be purchased more than once and should be on a Blanket Purchase Order are as follows

1. Gasoline
2. Leases Monthly, quarterly or other periodic recurring payments for services only, e.g., quarterly outside lab testing
3. Insurance
4. Payments on contracts
5. Supplies and materials purchased on a fixed monthly contract and certain recurring purchases of supplies and materials include in budget and approved by Manager or designee.

Purchase orders are not required for certain vendors; where there is no procurement process. For instance, utilities and phone service.

The PO preparer will use the financial system to prepare a PO, including requesting authorization to purchase goods or services. The preparer will enter sufficient information to convey the need for the purchase and include supporting documentation, which varies, depending on the basis of the purchase order. All information related to the purchase order, including but not limited to items listed in Table 3 below, will be scanned into system and maintained in vendor and contract files

TABLE 3 – REQUIRED DOCUMENTATION FOR PURCHASE ORDERS

BASIS OF PURCHASE ORDER	REQUIRED DOCUMENTATION
Three written quotes	Copies of each quote, signed by vendor
Sole Source - Purchase Admin Approval	Written justification
Exempt Contractual Service*	Note exempt category
Emergency procurement	Written justification
Professional services procedures**	Note service category
Cooperative purchasing	Note entity, attach other entity contract
Existing contract – other government entity	Note entity, attach other entity contract
Renewal contract	Copy of contract, executed by both parties
Competitive sealed bidding	Copy of contract, executed by both parties

* Town Purchasing Ordinance No. 2020-02

**Consultants Competitive Negotiations Act, Florida Statutes 287.055

In addition to the required documentation noted in the table above, all purchases which have been submitted to the Town Council for approval must be accompanied by a fully executed Resolution or other approval documentation. When an exception to the formal vendor competitive selection process has been used, the justification must be clearly identified and documented.

1. Approval. Purchase orders and supporting documentation must be approved by Town Manager or designee and include signature of department director and accounting department with respect to funding sufficiency.
2. Changes. Changes on purchase orders may be made at the department user when the change does not exceed 5% or \$50.00 (whichever is greater) of the total amount of the purchase order.
 - a. When a change exceeding 5% or \$50.00 of the total on the Purchase Order is required, the initiating department requests the change by forwarding a written request and brief explanation to the Town Manager or designee for approval. Freight, shipping & handling charges & back-order related changes do not require an explanation.
 - b. If the original PO total was under \$10,000.00 and the change will make the total over \$10,000.00 then a PO Approval form must be filled out and routed for proper approval signatures.
 - c. If the original PO was awarded by Council action, and a change order is being made, sufficient documentation (copy of the resolution, change order, written authorization from the Town Manager etc.) authorizing the change must be submitted before further processing.
 - d. If the original PO total was for less than \$10,000.00 and the change will make the total over \$10,000.00 then the change order must be approved by Council before further processing.
 - e. Changes may also be done to correct errors, omissions, or discrepancies; cover acceptable overruns and freight costs; and incorporate requirements to expand or reduce the scope of goods or services order.
3. Liquidations. A purchase order is liquidated when a partial receipt has been done on a purchase order and the remainder of the total will not be received. When a liquidation is done, the purchase order is closed, and no other transactions can take place against that particular purchase order. Any remaining funds that had been encumbered on that purchase order are released back into the account that had been encumbered.

Accounts Payable is notified by the using department when a purchase order is to be liquidated. The using department documents on the purchase order to liquidate the balance after the invoice has been processed. Accounts Payable then notifies the Town Manager or designee of any purchase orders to be liquidated.

B. INVOICES

Invoices are itemized statements of goods or services provided and are a means of settlement of financial obligations. The timeliness of processing invoices may affect the relationship between the Town and its vendors and must be processed within 30 days of receipt (20 days in the case of construction services), per State Statute 218.70, Local Government Prompt Payment Act. Invoices should contain the following basic information:

- Purchase order number (if applicable)
- Itemized listing of materials or services rendered
- Quantity of each item
- Unit price with extensions
- Discount terms if applicable
- Services provided, including hours and billing rates where applicable

C. SALES TAX

The Town is exempt from sales tax on all direct vendor purchases. Payments made directly to vendors shall exclude any calculation for the payment of sales tax. Staff shall be reimbursed for sales tax paid on small taxable transactions made with personal funds as necessary on behalf of the Town.

D. PAYMENT

1. **Payment on Purchase Order.** The PO instructs vendors to send invoices directly to the user department. The user department should hold the PO while waiting for an invoice. The Town will pay only from an original invoice and not a fax copy or photocopy. The user department will follow the PO "receiving" procedures [as required by the financial system upon completion of implementation] and will then forward the original invoice, with the required approval signatures, and a copy of the PO for payment. Only individuals authorized to normally receive goods or services may do so. The receiving individual must certify that the quantity, brand name, or model ordered is received or that the required services have been provided.
2. **Payment on Check Request.** Check requests should be used only in exceptional situations.
3. **Payment on Petty Cash.** In some instances, it may be necessary for a staff member to go to a local store to purchase small items, in total under \$200, without a purchase order. The staff member will be reimbursed through a Check Request form signed by Town Manager or designee and submitted for payment.

PART III: Attachments

ATTACHMENT I Procurement Code

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY REPEALING CHAPTER 2 “ADMINISTRATION, ARTICLE V “PROCUREMENT” AND ENACTING A NEW ARTICLE V “PROCUREMENT” REGARDING PROCUREMENT REQUIREMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council believes it is necessary to modify its current regulations for the purchasing of goods and services; and,

WHEREAS, the procurement code is codified in Chapter 2, Article V of the Town Code of Ordinances; and,

WHEREAS, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby repeals in its entirety Chapter 2 “Administration”, Article V “Procurement” and enacts the following Article V “Procurement” to read as follows:

ARTICLE V. PROCUREMENT

Sec. 2-132. Applicability.

This article applies to the acquisitions of property, goods and services by the town after _____, 2020, as provided for in this article. Any action taken or contracts entered into contrary to the provisions of this article may, in the town's sole discretion, be declared null and void. The town has also adopted a purchasing policy whose regulations shall govern where not in conflict with this article. The town manager may make minor changes to the purchasing policy; however, any substantive change shall require approval by the town council.

Sec. 2-133. Competitive selection.

(a) *Sealed competitive method.* Acquisitions of or contract for non-real property, goods or services where the expenditure by the town (including expenditures during renewal

periods, but no expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to a sealed competitive method, unless the town utilizes one of the methods that is exempt from the sealed competitive method or from obtaining quotes, as provided in this article or the purchasing policy.

- (1) *Competitive bids.* Sealed competitive bids are utilized where price, responsiveness, and responsibility are the sole determining factors.
 - (2) *Competitive Solicitations.* Requests for proposals, requests for qualifications, requests for letters of interest and other competitive solicitations are utilized where price, responsiveness, and responsibility are not the sole determining factors. The town manager may appoint a selection committee to review the submissions received by the town in response to requests for proposals, requests for qualifications, and requests for letters of interest and make a recommendation to the town council. The selection committee shall terminate upon the award of the contract, or such other time as determined by the town council.
 - (3) *Submissions.* It shall be the sole responsibility of the bidder, proposer or responder to have the bid, proposal or response delivered to the town clerk's office before the specified closing date and time. Bids, proposals or responses received after the closing date and time shall not be considered and shall be returned unopened. The clock in the town hall shall govern. All bids, proposals and responses submitted pursuant to a sealed competitive method shall remain sealed until they are opened publicly on the date and time and location stated in the notice to bidders, proposers or responders, or as may be amended by addendum. All bids, proposals or responses must be sealed. No faxed or emailed bids, proposals or responses shall be accepted.
 - (4) *Town's reservation of rights.* The town may utilize a sealed competitive method for any acquisition that the town deems appropriate regardless of the estimated cost of the acquisition. In all competitive selection purchases, the town reserves the following rights:
 - a. *Rejection of bids, proposals or other responses.* If the town manager/town council determines that it is in the best interests of the town to do so, the town manager/town council may reject any or all bids, proposals or other responses requested in whole or in part. Bids, proposals or other responses requested that are submitted after the due date and time will be disqualified from further consideration.
 - b. *Waiver of irregularities.* The town manager/town council shall have the authority to waive all nonmaterial irregularities on any and all bids, proposals or other responses requested. Nonmaterial irregularities are those irregularities which do not substantially affect price and/or competition.
 - c. *A request for bid, RFP, ITN or other competitive selection procedure utilized by the town may be canceled, in whole or in part, by the town manager/town council when it is in the best interests of the town.*
 - d. *All costs and fees incurred by any party in preparing and responding to a request for bid, RFP, ITN or other competitive selection procedure used by the town are the sole responsibility of the responding party including all costs and fees related to a protest.*
- (b) *Exemptions from purchasing by the sealed competitive method or by obtaining a written quote.*
- (1) *Professional services.* Except as otherwise provided for in Florida law, contracts for professional services (which include but is not limited to services provided by

architects, engineers, surveyors, attorneys, accountants, actuaries, lobbyists and financial advisors) or a consultant with a distinctive field of expertise may be made or entered into by the town manager without utilizing a sealed competitive method or obtaining written quotes. Acquisitions of professional services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to approval by the town council.

- (2) *Specialty goods and services.* Acquisitions of or contracts for specialty goods and services (including but not limited to performing artists, artwork, special events, entertainment, and food and beverage) may be made or entered into by the town manager without utilizing a sealed competitive method or obtaining written quotes. Acquisitions of specialty goods and services, where the expenditure by the town is estimated to be \$25,000.00 or greater, shall be subject to approval by the town council.
- (3) *Emergency acquisitions.* The town manager may acquire or contract for non-real property, goods, or services required in contemplation of, preparation for, or during an emergency without utilizing a sealed competitive method or obtaining written quotes regardless of the amount. Emergency acquisitions of non-real property, goods or services where the expenditure by the town is estimated to be \$25,000.00 or greater shall be subject to ratification by the town council as soon as practicable.
- (4) *Sole source and town standard.*
 - a. *Sole source.* The town may acquire or contract for non-real property, goods or services that are available to the town from only one source without utilizing the sealed competitive method or obtaining written quotes. Sole source acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to approval by the town council.
 - b. *Town standard.* Where the town has determined that a particular style, brand, make, or model is the only type that meets the town's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the town, the town may acquire or contract for such goods without utilizing a sealed competitive method or obtaining written quotes. Town standard acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to approval by the town council.
- (5) *Utilization of other governmental entities' contracts.*
 - a. The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes where the desired goods or services are the subject of a contract with the state, its political subdivisions or other local governmental entities in the state, with associations in Florida affiliated with state and/or local governmental entities or departments (such as the Florida Sheriffs' Association and the Florida Fire Chiefs' Association) or with the United States government or national cooperatives, provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the town attorney. Acquisitions utilizing other governmental entities' contracts where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is

estimated to be \$25,000.00 or greater shall be subject to approval by the town council.

- b. Utilization of other government entities' contracts shall only be permitted during the term of the other governmental entity's contract or for one year from the date the other governmental entity awards the bid, whichever is longer.
 - c. If the town desires to utilize another governmental entity's contract, the town shall require the vendor to certify that the price or rate represents the lowest price or rate for the non-real property, goods or services of any contract between the vendor and any other governmental entity within the state.
- (6) *Cooperative acquisitions.* The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes where the town participates in joint procurement of non-real property, goods or services with other public entities within the state, including, but not limited to acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with F.S. Ch. 163. Cooperative acquisitions where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to approval by the town council.
- (7) *Utilities.* Water, sewer, gas, electrical, and other utility services may be acquired without utilizing a sealed competitive method or obtaining written quotes and without town council approval.
- (8) *Resale.* Food, beverages and merchandise purchased for resale, may be acquired without utilizing a sealed competitive method or obtaining written quotes and without town council approval.
- (9) *Employee benefits and health services.* Employee benefits, including payroll processing services, and health related services may be procured/renewed directly through a negotiating process conducted by town staff and/or an expert in the field, or to maintain continuity of employee-health records, and is not subject to competitive procurement methods.
- (10) *Property, casualty, workers compensation, liability, automobile insurance.* Insurances may be procured/renewed directly through a negotiating process conducted by town staff and/or an expert in the field, or to maintain continuity of insurance records, and is not subject to competitive procurement methods.
- (11) *The following goods and/or services are approved as exempt purchases.* Exempt purchases are exempt from the competitive selection and written quotation purchase requirements set forth in this purchasing code.
- a. Utilities-water, sewer, electrical, telephone, solid waste disposal fees and any other utility service where competition is not available.
 - b. Postage and postage meter permits.
 - c. Recording fees.
 - d. Pension benefit payments.
 - e. Debt service payments.
 - f. Unemployment compensation.
 - g. Tax withholding payments (FICA, Medicare, Federal Tax Withholding).
 - h. Payroll deduction liability payments-including but not limited to-voluntary insurance policies, credit union deductions, Section 457 (deferred compensation) contributions, Roth IRA contributions, union dues, flex medical and flex dependent contributions, and garnishments (IRS, child support, court orders).

- i. Pension plan contributions.
 - j. Memberships, dues, subscriptions, publications.
 - k. Advertisements for legal, promotional or informative matters.
 - l. Abstracts of titles or appraisals for real property.
 - m. Court reporting services.
 - n. Expert witnesses.
 - o. Bank analysis fees.
 - p. Merchant fees (credit card processing charges).
 - q. Job related seminars, training and related travel and per diem expenses.
 - r. Tuition reimbursements in accordance with town employment regulations.
 - s. Vehicle tag, title and registration fees.
 - t. Licensed computer software and services where competition is not reasonably available.
 - u. Licensed computer software maintenance renewals.
 - v. Authorized payment of donations or scholarships.
 - w. Payments to service providers needed to maintain town operations such as plumbers, electricians, temporary employment services, computer consultants or air conditioning repair services (this does not include the replacement of capital equipment).
 - x. Goods and/or services provided by governmental agencies.
 - y. Services required by proprietary ownership such as FPL and original equipment manufacturers.
- (12) *Best interest acquisitions.* The town may acquire or contract for non-real property, goods or services without utilizing a sealed competitive method or obtaining written quotes, as set forth in this code or the town's purchasing policy, where the town council declares by at least a four-fifths affirmative vote that the sealed competitive method or obtaining written quotes is not in the best interest of the town. The town council shall make specific factual findings that support its determination, and such contracts shall be placed on a town council agenda. This provision may not be used when the purchasing or procurement method is prescribed by state law, such as F.S. § 287.055 or 255.20, as amended.

Sec. 2-134. Direct acquisitions.

- (a) *[Town manager contract approval.]* The town manager may approve all contracts for the acquisition of goods and services in an amount up to \$25,000.00 provided the funds are included in an adopted budget.
- (b) *Acquisitions of \$25,000.00 and greater.* Acquisitions of or contracts for non-real property, goods or services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to prior approval by the town council except for emergency acquisitions, which are subject to subsequent ratification by the town council pursuant to section 2-133(b)(3).
- (c) *Multiple acquisitions from a vendor exceeding \$25,000.00 in any fiscal year.* Acquisitions of or contracts for non-real property, goods or services from the same vendor equal to or exceeding the aggregate \$25,000.00, per project, shall not be permitted from the same vendor during the course of any fiscal year, unless the acquisition is first approved by the town council.

Sec. 2-135. Cone of silence.

Any person participating in a competitive solicitation issued by the town shall comply with section 2-355 of the Palm Beach County Code of Ordinances, as amended.

Sec. 2-136. Authorization to dispose of surplus goods.

- (a) No department shall transfer, sell, trade-in, or otherwise dispose of goods owned by the town without written authorization of the town manager. Disposal of capital assets, as set forth by the purchasing policy, require the approval of the town manager.
- (b) Surplus goods shall be offered to the public or other persons or entities through public auction, established markets, posted prices or other appropriate methods as approved by the town manager in the best interests of the town. Surplus goods may be offered by donation to other governmental entities or to private nonprofit agencies. It is recognized, however, that some types and classes of goods may be sold or disposed of more readily and advantageously by other procedures, including barter. In such cases, the town manager may employ such other means, including appraisal, provided the finance department makes a written determination that such procedure is advantageous to the town.
- (c) Disposal of real property shall be approved by the town council as determined to be in the best interest of the town and in accordance with Florida Statute Section 166.045.

Sec. 2-137. Purchasing protests.

- (a) *Right to protest.* After posting of the recommended awardee, any bidder or proposer who is aggrieved in connection with the recommended award may protest in writing to the town clerk. The right to protest is limited to those procurements of goods or services solicited through an invitation for bid, request for proposals or other competitive solicitation procedures. Notwithstanding the above, the town manager may, in his or her sole discretion, include the right to protest in any solicitation process if in the best interests of the town.
- (b) *Notice of protest.* The protest shall be submitted within three (3) business days after posting of the award recommendation. The protest shall be in writing (which includes emails) and shall identify the protestor and the solicitation and shall include a factual summary of the basis of the protest and shall also include any protest bond, if required by the bid or solicitation. Such protest is considered filed when it is received by the town clerk. Received means that the protest documents must be delivered to the town clerk's office by the cut off time period. No protest shall be considered if not submitted in writing within the time frame allowed for the filing of the notice of protest and including any applicable protest bond.
- (c) *Authority to resolve.* Protests filed in accordance with paragraph (b) hereinabove shall be resolved under the provisions of this section.
 - (1) The town manager shall have the authority to:
 - a. Uphold the protest. The protest may be upheld based upon a violation of the provisions of this purchasing code or of any other town ordinance, resolution, policy, or procedure, or upon discovery of an irregularity or procedural flaw that is so severe as to render the process invalid. If the upholding of the protest will result in a change of the recommended awardee, a new recommended award shall be posted in town hall. If the upholding of the protest will result in a cancellation of the protested solicitation, the town manager may then cancel the solicitation.
 - b. Deny the protest. If the protest is denied, the protestor has the right to request that the protest be referred to a special magistrate as described herein below.

- c. Refer the protest directly to special magistrate with no determination made by the town manager, in accordance with paragraph (c)(3) herein below.
- (2) The town manager shall issue a written statement of the determination within a reasonable period of time. The written statement shall provide the general rationale for said determination and shall be provided to the protestor and to any other party to the protest.
- (3) Upon receipt of a denial of the protest, the protestor may request a hearing before the special magistrate. The request for a hearing shall be in writing to the town clerk and shall be made within three business days of issuance of the town manager's determination. The request for a hearing shall be accompanied by a protest bond of a minimum amount of \$1,500.00, or the actual cost, if greater which shall be remitted only in the form of a money order, a certified check, a cashier's check, or a bank check payable to the town.
- (4) At no time shall a protestor, party, or any other person, contact the special magistrate regarding any issue pertaining to or involving the protest. Contact between the town and the special magistrate shall be limited to scheduling and other administrative issues, including the provision and copying of public records pertinent to the protest.
- (d) *Authority of special magistrate.* The special magistrate, appointed to hear the town's code enforcement cases, shall also hear bid protests and shall have the jurisdiction and authority to hear and decide protests.
 - (1) The special magistrate shall make a recommendation as to whether the protest should be upheld or denied.
 - (2) If the special magistrate upholds the protest, the special magistrate shall either make a recommendation to cancel the solicitation, or to cancel the award recommendation and post a new award recommendation after re-evaluation based on the special magistrate's determination of the facts in the case. In these instances, the town shall return the protestor's bond to the protester after deducting any out of pocket costs incurred by the town related to the appeal.
 - (3) If the special magistrate denies the protest, the special magistrate shall recommend that the town manager proceed with the posted award recommendation. In these instances, the protestor's bond shall be forfeited.
 - (4) The town manager may accept the special magistrate's recommendation or, if he/she determines the special magistrate's recommendation is not in the town's best interest, the original award recommendation may be referred to the council for approval. At that time, the council may accept or reject the recommendation of the special magistrate.
- (e) *Stay of procurement during protests.* Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the town manager shall stay the award of the contract unless he/she, with the advice of the town attorney and after consultation with the applicable department head, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

Section 3. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid,

such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____, 2020.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LISA EL-RAMEY, MAYOR	☐	☐	☐
MARGE HERZOG, VICE MAYOR	☐	☐	☐
ROBERT SHORR, COUNCIL MEMBER	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2020.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

Council Member Laura Danowski

Office of the Town Attorney

Council Member Robert Shorr

Council Member Phillis Maniglia

ATTACHMENT II

Purchasing Terms and Definitions

The purchasing profession is characterized by various terms and definitions that may not be commonly used by other disciplines. As a reference, the National Institute of Government Purchasers (NIGP) "Dictionary of Purchasing Terms" is the standard being used by the Town of Loxahatchee Groves. As used in this manual, the following terms shall mean:

Actual Costs: all direct and indirect costs which have been incurred for services rendered, supplies delivered, or construction built, as distinguished from allowable costs only.

Addenda/Addendum: written or graphic instruments issued prior to the opening of formal solicitations which clarify, correct, or change the solicitation documents or the response documents (prior to award of contract) or to contract documents, following award.

Advertising: giving notice in the official local newspaper that sealed responses will be received at a set time and place.

Agent: An Official, Employee, contracted or subcontracted Person who is authorized to act on behalf of the Town of Loxahatchee Groves and represent their interests.

Alternates: substitutes offered by vendors that differ materially from the specifications as set forth in the purchasing solicitation.

Amendment: method of substantially changing the terms and conditions of a response or contract beyond what is specifically required by the contract.

Appeal: specific written objection by an interested Person to a Request for Qualifications, a Request for Quotations, an Invitation for Bid, an Invitation to Negotiate, a Request for proposal, or an award or proposed award of a Contract, with the intention of receiving a remedial result.

Authority to Purchase or Contract:

Authorized Purchases:

Award: acceptance of a bid, offer, or proposal by the proper authority.

Best and Final Offer (BAFO):

Bidder: person or entity submitting a bid or quote to the Town for the supply of Goods or Services.

Bidders' List: current file of vendors who have indicated a desire to supply goods and or services for Town use.

Bid Closing: time and date set for termination of accepting bids.

Bid Bonds (also known as proposal bonds): guarantee the responders will not withdraw their bids for a specified time period and will accept a contract, if offered, or will forfeit the bond amount. They may be by cash, a certified or cashier's check, a surety bond or an irrevocable standby letter of credit

Brand Name or Equal Specifications: a specification limited to one or more items by manufacturers' names or catalog numbers to describe the standard of quality, performance or other salient characteristics needed to meet the City's requirements and which provides for the submission of equivalent products.

Brand Name Specification: a specification limited to one or more items by manufacturers' names or catalogs

Business Location: a permanent office or other site where the vendor operates, conducts, engages in, or carries on all, or a portion of, its business. A post office box shall not be sufficient to constitute a "business location".

Buying Cooperative or Alliance: a group of public entity purchasers organized for the purpose of creating contracts or pricing agreements in order to take advantage of group or quantity buying discounts or special pricing from which members of the group can benefit.

Capital Assets:

Capital Assets Purchases:

Capital Improvement Project: any improvement that The Town undertakes which includes the construction, reconstruction, renovation, repair, modification, or demolition of any facility, building, portion of a building, utility, park, parking lot, structure, road, highway, street improvement, plant, or other improvement to real property necessary in carrying out the functions of the Town. VOW

Change Order: a written order amending a purchase order to correct errors, omissions, or discrepancies in purchase orders to cover acceptable overruns and freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, regulatory or market conditions.

Chief Procurement Officer: The Town Manager, or his or her designee, who is responsible for the procurement of commodities and services as well as the management and disposal of commodities.

Commodity: any of the various supplies, materials, goods, merchandise, equipment, and other personal property. VOW

Competitive Award: a procurement based upon the outcome of one of the competitive processes set forth in this Policy, where award is made based on the lowest quotation or Bid submitted by a responsible and responsive Bidder or to the most qualified or advantageous Proposer based on the qualitative and/or quantitative factors identified for the procurement. A Competitive Award can be made even if only a single bid or proposal has been received from a Bidder or Proposer who is determined to be responsible and responsive.

Competitive Bids or Offers: the solicitation of two or more bids or offers submitted by responsive and qualified bidders or offerors.

Competitive Selection and Negotiations: methods of purchasing whereby qualified professional firms are invited to submit replies or "letters of interest" and are shortlisted by an appropriately appointed Selection Committee. The Committee may also be responsible for negotiation of a contract, subject to approval by the awarding authority as set forth in this Manual and the solicitation documents.

Competitive Solicitation: the process of requesting and receiving sealed bids, proposals or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

Construction: the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

Construction Change Order: is a written order authorized by the proper authority, directing the contractor to make changes, which the changes clause of the construction contract authorizes.

Consultants Competitive Negotiation Act (CCNA): the common name for Section 287.055 of the Florida Statutes concerning the purchasing of Architectural, Engineering (including testing), Landscape Architecture, and Registered Land Surveying and Mapping Services.

Continuing Contract: a type of contract for professional services authorized by the CCNA whereby a firm provides professional services to The Town for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2,000,000, for study activity if the fee for such professional services for each individual study activity under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by The Town, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Contract: all types of binding agreements, including purchase orders, of the Town of Loxahatchee Groves, regardless of what they may be called, for the purchasing of supplies and contractual services.

Contract: means all types of Town agreements for the purchase or disposal of Goods, Services, or Professional Services regardless of what they may be called, including contracts for a fixed price, cost plus a fixed fee, incentive contracts, and contracts providing for the issuance of job or task orders, leases, letter contracts and purchase orders. Contracts also include amendments, modifications and supplemental agreements with respect to any of the foregoing. Every Contract must be duly authorized and approved prior to execution.

Contract Extension: an Amendment to a Contract that includes an increase in the term of a Contract, for which no options to renew the Contract beyond the current expiration date exist.

Contract Renewal: means an exercise of an approved, existing option to increase the term of a Contract. Options to renew a Contract are often done in annual increments.

Contractor: any person or business entity having a contract with the Town of Loxahatchee Groves to perform a service or sell a product (same as vendor).

Contractual Services: the rendering of time and effort by a contractor rather than furnishing specific supplies. Contractual services shall not include exempt contractual services as more specifically identified in the Purchasing Ordinance.

Cooperative Purchasing: the purchasing conducted by or on behalf of more than one governmental entity.

Designee: duly authorized representative of a person holding a superior position

Emergency: a situation that occurs suddenly and unexpectedly and demands immediate action to prevent delays which may vitally affect the health, safety or welfare of the public or Town Employees and affects the continuation of services to the citizens, and/or serious loss or injury to the Town. Emergency shall also mean a condition, malfunction, or occurrence in which the immediate procurement of an item (i.e. Good, Services, or Professional Service) is essential to comply with regulatory requirements.

Emergency Purchase: A purchase made to alleviate a situation in which there is a threat to health, welfare, or safety under certain conditions defined as an emergency by the jurisdiction, that does not allow for the normal, competitive purchasing procedures.

Employee: an individual drawing a salary or wage from the Town whether on a fulltime or part-time basis. The term shall encompass all members of the Council without regard to whether or not such individuals are compensated. A contracted third party shall be considered as an "employee" for the purposes of this Policy only.

Evaluation Committee: is a group of persons appointed to rank in preferential order those professional firms or individuals interested in providing services on a particular project.

General Services: support services performed by an independent contractor requiring specialized knowledge, experience or expertise. The service rendered does not consist primarily of acquisition of equipment or materials. Examples of general services are janitorial, pest control services, and maintenance of equipment. General services are normally procured through requests for proposals or invitations to bid. Purchasing of general services may include subjective evaluation factors of the submitting firms.

Gifts: shall be as set forth in Section 2-444 of the Palm Beach County Code of Ethics

Goods: Supplies or anything purchased or available for purchase, other than real property or services.

Governmental Agency: any agency of the Federal, State, or any Local Government.

Governmental Agency: any federal, state or local department, commission, council, board, bureau, committee, institution, legislative body, agency, government corporation, or other establishment or official of the executive, legislative, or judicial branch of any government in the United States of America.

GSA Contracts: contracts entered into by the General Services Administration of the federal government (also known as GSA schedules) and are multiple-award contracts containing prices to be utilized by all federal government agencies. GSA contracts also contain the most preferred customer clause, making the prices contained in the GSA contracts equivalent with those that are given to the most preferred customer of the vendor.

Invitation to Bid (ITB): a written solicitation for competitive, sealed bids with the title, date, and time of the public bid opening designated therein and specifically defining the supplies or contractual services for which bids are sought. The Invitation to Bid shall be used when the Town can establish precise specifications that define the scope of work for which a contractual service is required or that define the actual supplies required.

Invitation To Negotiate (ITN): documents used for soliciting competitive proposals in which negotiation of price and other factors is to commence after receipt of proposals and prior to recommendation of award. This process may be used when the scope of work is complex or difficult to define, if strict comparison of Services or Goods required may be difficult because components are likely to vary among Proposers or in any situation when it is in the Town's best interest to negotiate prior to recommendation of award to obtain the Services or Goods that best meet the Town's needs, price and other factors being considered.

Invoice: a document supplied by the providing contractor or vendor which itemizes charges for the purchase of supplies, materials, equipment or services that have been furnished. It is the means by which the supplier informs The Town of its Orders and should contain the same basic information as the Purchase Order or as required by contract.

Late Bid/Proposal: a Bid or proposal received after the time or date such bid or proposal was due, as stated in the Solicitation Documents.

Letter of Interest (Request for Letter of Interest - LOI): a method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service.

Mandatory Bid Amount: the dollar amount at which the formal bid process is required, unless an exemption is provided in the Ordinance.

Master Contract: an agreement of several years duration that provides for the use of Work Authorizations to authorize specific scopes of work as the need arises.

Minor Irregularity:

Multiple Award Contracts: contracts which provide awards to more than one vendor for the same item.

Negotiated Award: a procurement made as the result of negotiations between the Town and a Supplier, such as a Sole Source Procurement or another instance, including competitive Invitation to Negotiate, where a Contract award based on direct negotiations with a Supplier of Goods or Services is appropriate.

Negotiations for Professional Services: the act of determining terms, condition, and prices for the performance of professional services. An appropriately appointed negotiation committee will negotiate with the top-ranked candidate from the competitive selection of professional service firms, in an attempt to reach agreement on a contract for approval by the awarding authority, and for the provision of services to the Town.

Notice of Award: the written notice by the Town to the apparent successful bidder or offeror stating that upon compliance by the apparent successful bidder or offeror with the conditions precedent to the contract within the time specified, the Town will sign and deliver the contract.

Official: any elected or appointed person who holds office or serves in a position of public capacity.

Obsolete Property: any personal property belonging to the Town which can no longer be used for its intended purpose, which has completed its useful life cycle, or whose use has become economically impracticable as determined by the Town Manager or designee.

Payment Terms: the established due date for payments by the Town to pay an invoice. Absent any agreement otherwise stated, the Town's payment term will be Net 30.

Performance/Public Construction Bond: a bond provided by a contractor/supplier in which a surety guarantees to the Town that the Goods are delivered, or the Services are performed in accordance with the Contract documents. A letter of credit issued by a financial institution that meets the Town's requirements may, at the discretion of the Town, be substituted for the performance bond.

Person: any business, entity, company, firm, individual, union, committee, club or other organization or group of individuals.

Personal Property: all Town owned property other than real estate.

Practicable: satisfactory and within reason when considering price, performance, availability, compatibility with specified operation, and public safety.

Preference:

Pre-Qualification: the part of a competitive procurement process in which the Town determines, based on standards developed for a specified product or service, which interested Vendors meet those standards and are eligible for further consideration in the purchasing process.

Procedural Requirements:

Professional Services: services rendered by an independent contracting individual or firm having expertise in a particular industry or subject matter due to specialized education, training, licensure or skill, and consisting primarily of advice reports,

conclusions, recommendations or other outputs resulting from the time and effort of the service provider, as opposed to the acquisition of specific commodities, or of services not requiring any specialized education, licensing, training or skill (e.g. janitorial services). Professional Services include but are not limited to evaluations, consultations, management systems, management consulting, compiling statistical data, support of planning and operating activities, appraisal services, and research and development studies or reports.

Professional Services: any services where the Town is obtaining advice, instruction, or specialized work from an individual specifically qualified in a particular area. Professional service may include a report, or written advice which may be lengthy; however, the main thrust of the service is not considered labor, but the exercise of intellectual ability. The purchasing of professional services does not lend itself to normal competitive bidding and price competition alone. These services may be procured by Letter of Interest or Requests for Proposals and selected through competitive selection and negotiation.

Professional Services: include any services where the Town is obtaining advice, instruction, or specialized work from an individual or firm specifically qualified in a particular area. Professional services may include a report, or written advice which may be lengthy; however, the main thrust of the service is not considered labor, but the exercise of intellectual ability. The purchasing of professional services does not lend itself to normal competitive bidding and price competition alone. These services may be procured by letter of interest in response to a Request for Qualification or Request for Proposals and selected through competitive selection and negotiation. Those services within the scope of the practice of architecture, professional engineering, landscape architect, or registered land surveying, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with his professional employment or practice will be procured in accordance with the CCNA, where applicable, and this Manual.

Project: used in relation to professional services meaning the fixed capital outlay study or planning activity described in the public notice requesting professional services. A project may constitute a grouping of minor construction, rehabilitation, or renovation activities or a project may constitute a grouping of substantially similar construction, rehabilitation, or renovation activities. In relation to non-professional services, the term shall have the meaning ascribed to it by the competitive solicitation.

Proposals (Request For Proposals - RFP): a written solicitation for sealed proposals with the title, date and hour of public opening designated. A Request for Proposals shall include, but is not limited to, general information, functional or general specifications, statement of work, proposal instructions and evaluation criteria.

Proposer: a Person submitting a proposal or qualifications to the Town for the supply of Goods, Services, or Professional Services

Public Improvements: Municipal and other public buildings, bridges, tunnels, streets, trails, and sidewalks.

Purchase Order: a purchaser's document to formalize a purchase transaction with the vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description, and price of the supplies, services, or construction ordered and applicable terms as to payment, discounts, date of performance, transportation, insurance and other factors or suitable references, pertinent to the purchase and performance by the vendor. The purchase order

constitutes a contract between the Town and the vendor and, as such, is a legal document.

Purchase Order, Open-end or Blanket: a purchase order whereby a vendor provides supplies, services, or construction on demand or on a prescribed schedule not to exceed the amount of the purchase order. An open-end purchase order may be used as a release and encumbrance document to authorize the Using Agency to order any predetermined amount from an open–end contract on an as–needed basis.

Purchasing: the process of securing materials, services, repairs, leases and rentals necessary for the operation and support of the Town. The renewal, renegotiations and changes to Contracts, leases and agreements are functions of purchasing.

Qualifications (Request For Qualifications – RFQ): An RFQ is a formal invitation from the Town to vendors to submit a statement of qualifications. The RFQ identifies the desired minimum qualifications of the firm, a scope of work statement, any project requirements, and states the relative importance of selection criteria that will be used in compiling the short list of prospective firms for further consideration.

Quote: notice by a vendor to the buyer stating the prices, terms, and conditions under which he/she will furnish certain goods or services.

Request for Proposals (RFP): all documents utilized for soliciting proposals for Goods, Services, or Professional Services, including those attached or incorporated by reference. These include a scope of work and all contractual terms and conditions applicable to the procurement. This method is used when factors in addition to price are considered for award.

Responsible Bidder or Responsible Offeror: a person or business entity having the capability in all respects to fully perform the contract requirements and the experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance.

Responsive Bidder or Responsive Offeror: a person who has submitted a bid, which conforms in all material respects to the Invitation to Bid or Request for Proposals.

Rotating Contractor List:

Selection Committee: A group of persons appointed to rank in preferential order those persons, firms or entities interested in providing services on a particular project and to negotiate a final contract with the highest ranked firm, and for final approval by the awarding authority.

Services: the furnishing of labor, time, and effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements but shall include both professional and general services.

Scope of Work: may include any function and other criteria that will be required to perform the work and a description of any requirement for inspection, testing, or delivery.

Shortlisting: the part of a competitive procurement process in which the Town determines, based on criteria developed for a specified Good, Service, or Professional Service which of the interested Vendors are the best qualified to be eligible for further consideration in the purchasing process.

Sole Brand: the only known reasonable brand capable of fulfilling the needs of the City.

Sole-Source Procurement: identifying and using, without first completing a competitive process, one source for Goods or Services, when that source is the only one available that can fulfill a given Purchasing need of the Town.

Solicitation Documents: an Invitation for Bids, Request for proposals, Request for Qualifications, or an Invitation to Negotiate including all of the associated forms and documents of each solicitation, or any other types of documents used by the Town to procure Goods, Services, or Professional Services.

Specifications: any description of the physical or functional characteristics or of the nature of a supply, service or construction item that is prepared by the requesting department. It may include a description of any requirement for inspecting, testing, or preparing a supply, service or construction item for delivery. Specifications may also contain provisions for inclusion of factors that will lead to the ultimate calculation of lowest total cost. All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the Town's needs and shall not be unduly restrictive.

State Contracts: are annual term contracts released by the State of Florida Department of Management Services Purchasing Division or any other State of Florida Agency (University, College etc.) that may be utilized at the option of local government using agencies.

Supplies: All property, including but not limited to, equipment, material, printing and leases but specifically excluding the acquisition of leasehold interests in real property by the Town.

Surety: an organization who, for a consideration, promises in writing to make good the debt or default of another organization. The Surety must be satisfactory to the Town and licensed to do business in Florida.

Surplus Property: any personal property belonging to the Town, which is capable of being used but is in excess of the normal operating requirements of the Town.

Term Contract: An indefinite quantity contract wherein a party agrees to furnish commodities or contractual services during a prescribed period of time, the expiration of which concludes the contract.

Town: the Town of Loxahatchee Groves and, as the context warrants, those persons or bodies authorized to act on its behalf, including but not limited to the Council, Committees, and staff.

Town Manager: the principal purchasing official for the Town who is responsible for purchasing of commodities and contractual services, as well as the management and disposal of commodities. Where Town Manger is used in this document, it may be a designee when assigned.

Town Standard: refers to those situations where the Town has determined that a particular style, brand, make, or model is the only type that meets the Town's requirements for performance, compatibility or other salient characteristics.

User Department: any department or division of the Town which utilizes any goods, services, or construction procured.

Vendor: any person or business entity having an actual or potential contract with the Town to perform a service or sell a product and may be a sole proprietor, partnership, corporation, limited liability company, joint venture or other business entity recognized by law (same as contractor).

ATTACHMENT III

Green Purchasing Guidelines

The Town recognizes its responsibility to minimize negative impacts on the environment while promoting a healthy community and sustainable economy. The purpose of these guidelines is to provide information, and resources to assist in the selection of materials, products or services that strengthen the Town's commitment to environmental, economic and community sustainability, but will not result in increased costs or expenditures. While it is the preference of the Town to utilize "Green" products, items purchased must be cost effective and within budgeted allowance. Further, the guidelines of this Chapter are aspirational, and shall not create grounds to protest the solicitation or intended award decision.

A. BEST PRACTICES

1. Purchase durable and reusable goods a. Use life cycle analysis to determine the best long-term value to:
 - a. Consider durability & repair ability of products;
 - b. Invest in products with extended warranties; iii. Conduct routine maintenance; and iv. Eliminate single use items such as non-rechargeable batteries.
2. Specify product and packaging take-back: Utilize vendors who offer an Extended Product Responsibility (EPR) program, especially take-back, recycle, and disposal programs to ensure equipment and products are disposed of properly without the added cost.
3. Buy goods in bulk or concentrated form: Be careful to estimate demand properly. Purchasing more than is needed, can create excess waste.
4. Know what you are purchasing. Select products with environmentally friendly standards whenever possible and cost effective.
5. Utilize locally produced materials and supplies when possible and cost effective.
6. Procure remanufactured goods and use refurbishing services (when practical) such as for toner cartridges, computer upgrades, carpet repairs and furniture refurbishment.
7. Purchase goods containing fewer toxic compounds
 - a. Printing ink low in volatile organic compounds (VOC).
 - b. Chrome and chlorine free cleaning supplies.
8. Reduction of paper use
 - a. Purchase office equipment that has duplex capability.
 - b. Maximize use of electronic application processing, review and storage of data.
 - c. Electronic placement of orders whenever possible.
9. The Town will use p-card or Electronic Funds Transfer (EFT) to make payments on purchases whenever possible.

B. GUIDELINES

These Green Purchasing Guidelines highlight environmental and economic impacts to consider when selecting products. These and other considerations do not necessarily include or exclude products or services but should be factored in to ensure informed purchasing decisions. These guidelines are intended as a general guide to assist employees in the selection of products for purchase on behalf of the Town; provided, however that they do not require the purchase of products that do not perform adequately or products that are not available at a competitive price.

1. Whenever possible and cost-effective employees shall purchase recycled and environmentally friendly products.
2. Whenever possible and cost effective the Town shall purchase fuel efficient vehicles.
3. Whenever possible, and cost effective, the Town will attempt to purchase paper products with a minimum 33% post-consumer recycled content, including but not limited to, copier and printer paper and other office paper products. Additionally, the Town also desires to purchase other paper products with recycled content wherever possible.
4. When purchasing printed materials, the Town shall specify that the product be produced on recycled paper stock, and/or a recycled paper stock option.
5. Whenever possible, and cost effective, the recycled option shall be selected over any non-recycled stock. Additionally, if available and cost effective, the Town will request the use of environmentally friendly ink, such a soybean-based inks.
6. Whenever possible, and cost effective, the Town will specify the use of non-paper products with recycled content to be utilized for applications. Such requests may include the purchase of building materials with recycled content as may be appropriate.
7. The Town shall make every effort to purchase products that have minimal deleterious effects on the environment, in terms of toxicity, biodegradability, impacts on pollution of the air and water supply. This shall include minimizing the purchase of items that emit harmful chemicals such as formaldehyde or methane.
8. Whenever possible, and cost effective, the Town will purchase energy efficient fixtures and equipment for use by employees. the Town may utilize a value analysis process to determine which product or products provide the Town with the lowest overall cost of operation over the life of the product, and award criteria or specifications may provide for or require products that produce the lowest overall life cycle cost over the course of the product life.
9. When purchasing electrical appliances, the Town shall purchase, whenever available and cost effective, products that are certified as being "Energy Star" compliant through the Federal Energy Star program. This shall include the purchase of computer equipment and monitors.
10. The Town shall promote its use of recycled and other environmentally preferable products by publicizing its sustainable procurement program. Materials produced for advertising, conferences, press releases, and other communications with clients and citizens shall emphasize the Town's commitment to environmental and community stewardship.

The goal of these Green Purchasing Guidelines is to ensure environmental impacts of our purchasing decisions are minimized or eliminated by obtaining goods and services from manufacturers and vendors who share the Town's commitment to the environment, the community and the local economy.

ATTACHMENT IV

ADA Compliance Guidelines

Information and technology need to be accessible. Accordingly, all information and technology purchases to be used by more than one person require an accessibility review for ADA compliance prior to purchase.

A. CONTRACTS

When a contract is used to engage a company to provide programs and services to the Town it is recommended that the following language be incorporated into the contract, or added as an addendum:

_____(Company) acknowledges and warrants that their Programs and services are currently in compliance and during the Term of this Agreement shall remain in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. _____(Company) agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of its products or services in a timely manner and provide an updated version to Customer at no cost. Customer reserves the right to request, from _____(Company), a timeline by which accessibility standards will be incorporated into the Programs and _____(Company) shall provide such a timeline within a commercially reasonable duration of time. _____(Company) further agrees to indemnify and hold harmless Customer from any claims arising out of its failure to comply with the requirements of this section. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Customer as set forth in Section _____. These warranties will not apply if the Programs are: (i) modified or altered in any way (other than by _____(Company) or with the specific prior written consent of _____(Company)); (ii) not updated with the corrections, patches, fixes, updates, improvements or enhancements that _____(Company) may make available from time to time; (iii) used in any manner or for any purpose not specifically permitted by this Agreement or the documentation.

B. CONTRACT RENEWALS

When a contract is renewed, an accessibility compliance clause or addendum (similar to what is above) should be added to the contract if it does not already appear. In addition, an accessibility review of the product is required if the contract does not have an accessibility clause or addendum. If the product is not fully accessible, an accessibility exception may be made depending on circumstances and the vendor contacted to determine remediation timeframe.

C. PAYMENT/MAINTENANCE ON EXISTING CONTRACTS

Once a contract has been signed, subsequent payments to the vendor (i.e. to pay for maintenance) will not require an accessibility review unless the contract (or maintenance contract) is being renewed. If the contract is being renewed, an accessibility compliance clause or addendum (similar to what is above) should be added to the contract. If the accessibility clause or addendum is not added to the new contract, then the product must be reviewed for accessibility and will require an accessibility exception if the product is not fully accessible.

Current invoices and additional licenses for an existing product previously purchased (prior to adoption of accessibility review requirement), can be processed without requiring an accessibility review until renewal but no greater than 2 years.

D. “OFF-THE-SHELF” OR BOXED PRODUCTS

When working with “off the shelf” or boxed products (for instance, pre-packaged products from a vendor such as shrink-wrapped software or on-line downloads):

1. Request information with respect to the accessibility of the products from sales representatives or by direct contact with the manufacturer. Suggested wording is:

The Town requires that all information and technology must be compliant with Sections 504 and 508 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended, and other related local, state, and federal laws, as well as other related Town policies. Please provide either a statement on the accessibility of [name of product or service], or a current Voluntary Product Accessibility Template (VPAT) for the software? If [name of product or service] is not fully compliant, do you have (or would you be willing to create) a roadmap for accessibility that can be provided to the Town?

2. Search for '508' or 'VPAT' on the manufacturer's website

Regardless of method, the product must be reviewed for accessibility.

E. RFP, RFQ, OR RLI LANGUAGE

The following wording with respect to accessibility is recommended an RFP, RFQ or RFI for information or technology products or services:

In the requirements section include:

Accessibility:

The Town requires that all purchases be accessible according to Sections 504 and 508 of the Rehabilitation act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.

In section listing the various questions that vendors need to respond to include:

Accessibility

- x.x.0. Are all interfaces (both for administrators and end-users) that are part of your product compliant with Section 508 and/or WCAG 2.0 AA?
- x.x.1. Describe your accessibility conformance testing process.
- x.x.2. Have you ever worked with Accessibility as a functional requirement?
- x.x.3. Who will pay to remediate any necessary fixes after purchase?
- x.x.4. Provide a Voluntary Product Accessibility Template (VPAT) for your product.
- x.x.5. If your product is not fully accessible, do you have a roadmap to make your product fully compliant? If so, include your roadmap.

F. WEBSITE OR WEB-BASED CONTENT CREATED OR PROVIDED BY A VENDOR

Although the vendor must provide accessibility testing results, there should be a clause in the contract for remediation of the site or content if it is determined that the site is not fully accessible. The clause should also state that remediation must be done in a reasonable timeframe at no charge to the Town, provided there is still an active maintenance contract.

G. DOCUMENTATION

If a VPAT (Voluntary Product Accessibility Template) has sections that are labeled as “Supports with Exceptions” or “Not Supported” then the product is not fully

accessible and other products which are fully accessible should be considered. If a VPAT is not available, but the vendor has an accessibility statement, it should clearly state if the product is fully accessible, or compliant, with Section 508 of the Rehabilitation Act, as amended, or (if web-based content) WCAG 2.0.

If the product is fully accessible, the information (e.g. a URL to the accessibility statement or VPAT, or written statement from vendor stating full compliance) must be included with the contract, purchase order and subsequent invoices.

H. ACCESSIBILITY EXCEPTIONS

In the event that no product which meets the Town's business needs is fully accessible or the product selected does not have a VPAT or a statement of accessibility, the Town Manager may grant exception based on circumstances. The approval of exception should be electronically attached to the vendor file and purchase orders indicating that it has been approved for purchase(s) for the specified period.

ATTACHMENT V

Standard Terms and Conditions For Purchase Orders

PURPOSE & SCOPE: Under the authority of the Town of Loxahatchee Groves' purchasing code and policies, the purpose of this Purchase Order (PO) is to establish terms and conditions for the sale and purchase of commodities and/or services between you (Vendor) and the Town of Loxahatchee Groves (Town). This PO does not establish Vendor as the exclusive source of the items under contract. Unless otherwise stated on this PO, the terms and conditions of this PO shall supersede any terms and conditions in Vendor's bid, quote or other written materials submitted to the Town by Vendor.

TERMINATION: This PO may be terminated in whole or in part by the Town at any time by written notice to Vendor. The effective date of termination shall be stated in the notice. If terminated prior to complete delivery and/or acceptance of commodities and/or services, Vendor shall be paid by Town for commodities and/or services provided to the date of termination without penalty, indirect costs or expense to the Town whatsoever. The Town shall be entitled to a right of offset if it determines that the commodities or services delivered are rejected as unsatisfactory; Vendor causes an unreasonable delay in delivery; or, erroneous payments have been made to Vendor.

INVOICING AND PAYMENT:

- A. Taxes: The Town does not pay Federal Excise and State taxes on direct purchases.
- B. Cost and Risk of Loss: Unless specifically agreed to by Town in this PO, Town terms are "F.O.B. Destination".
- C. Invoicing and Payment: Vendor shall be paid upon submission of one original and one copy of an invoice clearly referencing this PO with a sufficient salient description to identify the commodities and/or services for which payment is requested. The invoice must contain the Vendor's Federal Employer Identification Number. The Town's payment terms are "Net Thirty Days" after delivery, inspection and acceptance or final inspection of commodities and/or services. Any other terms of payment must be approved by the Town and appear on this PO to be binding upon the Town.
- D. Budgeting and Appropriations: The Town's performance and obligation to pay under this PO is contingent upon appropriate budgeting and appropriations by the Town Council.

INSPECTION AND ACCEPTANCE OF COMMODITIES:

- A. For Vendor-installed products, the date of acceptance is the date the Town accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Town shall certify in writing to the Vendor when the product is accepted (if training or other post-installation services are included in the PO, the acceptance shall be conditional). Until acceptance, risk of loss or damage shall remain with the Vendor.
- B. For Town-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Vendor.
- C. When the Town rejects a product, the Vendor shall remove it from the premises within ten days after notification of rejection. If rejected, risk of loss shall remain with the Vendor. If Vendor fails to remove the product within ten days after notification of

rejection, the product shall be deemed abandoned by the Vendor and the Town shall have the right to dispose of the product as its own property. Vendor shall reimburse the Town for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

INSPECTION AND ACCEPTANCE OF SERVICES: Each phase of services, including quality of work, rendered under this PO is subject to the Town's inspection during both the Vendor's operations and after completion of the tasks. When Vendor is satisfied with the completion of the contracted work, and prior to acceptance of any phase, Vendor shall submit a written request for inspection to Town. After inspection, Town will issue a punch-list of unfinished items or deficiencies as applicable. Once the punch-list is complete, Vendor shall submit written request for final inspection. If contracted work passes final inspection, services will be deemed acceptable.

WARRANTY: Unless a longer period is provided herein, applicable manufacturer, for the contracted commodities and/or services, Vendor shall provide to the Town a one-year warranty as follows:

- A. against poor workmanship for all services rendered by Vendor;
- B. for all products, materials or equipment provided by the Vendor in the course of providing services to the Town; and,
- C. for all commodities sold to the Town.

The warranty period shall begin on the date of acceptance by the Town.

INDEMNITY: The Vendor shall be fully liable for the action of its agents, officers, employees, partners or subcontractors and shall fully indemnify, defend and hold harmless the Town and its officers, agents and employees from suit, action, damages and costs of every name and description, including attorney's fees, arising from or relating to personal injury, damage to real or personal property and infringement of a trademark, copyright, patent trade secret or intellectual property, that is alleged to be caused in whole or in part by Vendor, its agents, officers, employee, partners or subcontractors; provided however, that the Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Town, its officers, agents or employees.

COMPLIANCE WITH LAWS: The Vendor shall comply with all laws, rules, codes, ordinances and licensing requirements that are applicable to the conduct of its business and this PO, including those of federal, State and local agencies having jurisdiction and authority.

WARRANTY OF ABILITY TO PERFORM: The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, Florid Statutes; and, under section 287.135, Florida Statutes, by doing business with the Town, the Vendor certifies that it is not participating in a boycott of Israel.

DISPUTE RESOLUTION: Any dispute concerning performance of this PO shall be decided by the Town Manager or his or her designee, who shall reduce the decision to writing and serve a copy on the Vendor. The decision of the Town Manager (or designee) shall be final and conclusive unless within ten days from the date of receipt, the Vendor files an appeal to the Town Council. The decision of the Town Council on the appeal shall be final. Without limiting the foregoing, the exclusive venue of any legal or equitable litigation that arises out of or relates to this PO shall be the appropriate state court in Palm Beach County, Florida; in any such action, Florida law shall apply without reference to conflicts of law principles, and the Vendor waives any right to jury trial that it may have.

MISCELLANEOUS PROVISIONS:

- A. Independent Contractor: The Vendor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under this PO the legal status of independent contractor, and in no manner shall they be deemed employees, joint venture, partner, agent, representative or other relationship of the Town.
- B. Confidential Data: If during the course of providing the contracted commodities and/or services, either party becomes aware of or comes into possession of certain confidential or proprietary information or documents of the other party, the receiving party shall not use, copy or disclose such information or documents unless required by Florida law or court order.
- C. Insurance: Unless otherwise stated in this PO, the Vendor shall maintain (i) general liability insurance (including coverage for death, bodily injury, products and completed operations liability and property damage) in an amount no less than \$1M/occurrence, \$2M/aggregate; (ii) worker's compensation and employees' liability insurance in compliance with Chapter 440, Florida Statutes;
- D. (iii) business automobile liability insurance (occurrence form policy) in an amount of \$500,000/occurrence (combined single limit for bodily injury and property damage); or, as mutually agreed by the Town in writing. The Town may require that it be named as additional insured on all policies (except Workers' Compensation) and proof of same shall be submitted prior to delivering any commodities or services to the Town.
- E. Sovereign Immunity: This PO shall not be construed as constituting a waiver of any rights to sovereign immunity granted to Town under the laws and Constitution of the State of Florida.
- F. Entire Agreement: This PO shall constitute the entire agreement between the parties in regard to its subject matter. Neither party has relied on verbal or other statements, inducements or representations in entering into this PO.
- G. Attorney Fees: Except as it relates to indemnification, each party shall pay its own costs in proceeding to interpret or enforce this PO in any dispute.
- H. Severability: If any term or condition of this PO is held invalid or unenforceable, it shall not affect any other term or condition of this PO.
- I. Notice: Any notice required by this PO shall be delivered by hand delivery or certified mail and address to the party to whom such notice is intended to be given as the last known address of the party's place of business.
- J. Assignment: This PO may not be assigned in whole or in part by Vendor without the Town's prior written consent.
- K. Waiver: The failure of any party to enforce at any time any of the terms or conditions of this PO shall in no way be construed to be a waiver of any such term or condition or any right of any party thereafter to enforce each and every term and condition of this PO.
- L. Third-Party Beneficiaries: This PO is not intended to nor shall it create any third-party beneficiaries.
- M. Survival: Termination of this PO by the Town shall terminate each party's obligations under this PO except for the terms in sections 6, 7 and 10.
- N. Discrimination: Vendor doing business with the Town is prohibited from discriminating against an employee or client because of race, color, religion, disability, sex, age, origin, marital status or sexual orientation.
- O. MSDS: If Vendor is delivering any toxic substance as part of this PO, the Vendor

must comply with Chapter 442, Florida Statutes, and the order must be accompanied by a Material Safety Data Sheet (MSDS).

- P. Modification: This PO may not be modified unless agreed to in writing by the Town's authorized representative.

ATTACHMENT VI

Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Town of Loxahatchee Groves, Florida, hereinafter referred to as "Town", and _____, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Town has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the Town represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Town desires to engage the Consultant to perform certain professional services regarding _____ in accordance with this Agreement and as set forth in the RFQ for this project and as set forth in Consultant's initial proposal, dated _____, incorporated herein as Exhibit "A"; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall design the expansion of the Town Police Department building and develop any bid and contract documents and perform the services as more specifically set forth in the RFQ and attachments, which is attached hereto as Exhibit "A" and incorporated herein.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, LIQUIDATED DAMAGES AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall be for the term necessary to complete all services as set forth in the Consultant's proposal (Exhibit "A") unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein. However, further services under this Agreement must comply with Florida's Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes, as may be applicable.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate a total lump sum amount which shall not exceed that amount set forth in Consultant's initial proposal, attached as Exhibit "A". The parties understand that Consultant shall submit other proposals regarding different phases of the project which shall be brought before the Council for approval. The Town shall not reimburse the Consultant for any additional costs

incurred as a direct or indirect result of the Consultant providing service to the Town under this Agreement and not set forth in Exhibit "A".

b. Invoice. The Consultant shall render an invoice to the Town for services upon completion of the services. The invoice will be reviewed, and if all services have been deemed acceptable, paid within thirty (30) days following the Town's receipt of the Consultant's invoice.

SECTION 6: INSURANCE

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Town (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyor Professional Liability exclusion), as Filed by the Insurance Services Office and must include:

a. Premises and/or Operations

b. Independent Contractors

c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.

d. Broad Form Property Damage

e. Contractual Coverage applicable to this specific Agreement.

f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

a. Owned Vehicles

b. Hired and Non-Owned Vehicles

c. Employers' Non-Ownership

4. Professional Liability Insurance with minimum limits per occurrence of \$1,000,000.00. Coverage shall be afforded on a form acceptable to the Town. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs 1, 2, 3, 4. All policies covered within subparagraphs 1, 2, 3, 4, shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The Town shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs 2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by paragraph 4 above for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

7. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: ASSIGNMENT. The Town and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 9: EQUAL OPPORTUNITY EMPLOYEMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

SECTION 10: PROHIBITION AGAINST CONTINGENT FEES. The Consultant warrants that he/she 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 he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 11: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 12: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Consultant 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.

SECTION 16: 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 provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

ATTN: TOWN MANAGER
TOWN OF LOXAHATCHEE GROVE
155 F ROAD
LOXAHATCHEE GROVES, FL 33470.

and if sent to the Consultant, shall be sent to:

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Town 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. 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.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town. The Effective Date is the date this Agreement is executed by the Town.

SECTION 25: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 26: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 27: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 28: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 29: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit "A", the terms and conditions of this Agreement 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.

SECTION 30: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the Town shall become the

property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he/she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: JURISDICTION; VENUE. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between Consultant and the Town shall be governed by the laws of Florida with venue in Palm Beach County.

SECTION 33: INTERNAL DISPUTE BETWEEN OWNER AND CONSULTANT. The Town Manager shall be the final decision maker regarding internal disputes between Town and Consultant.

SECTION 34: PUBLIC RECORDS.

Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Consultant does not transfer the records to the Town.
- (d) Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 35: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 36: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Town, its council members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

SECTION 37: FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Town. The Consultant will be paid for all services rendered through the date of termination.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

TOWN OF LOXAHATCHEE GROVES

By: _____
Mayor

ATTEST

Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

CONSULTANT: _____

By: _____

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or
☐ online notarization, this _____ this _____ day of _____,
2020, by _____

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of
Notary public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

ATTACHMENT VII

Standard Piggyback/Cooperative Purchasing Agreement

This Agreement for _____ (“Agreement” hereafter) is made as of the _____ day of _____, 20XX, by and between the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the TOWN, and _____, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform _____ services (“SERVICES” hereinafter) for the TOWN; and,

WHEREAS, _____ through its competitive selection process awarded the Contract (“CONTRACT” hereafter) to the CONTRACTOR for substantially the same services sought by the TOWN; and,

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and,

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACT. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

A. All written modifications and amendments hereto;

B. This Agreement;

C. CONTRACT (including the Bid, Contractors Proposal and Contract).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

A. All written modifications and amendments hereto;

B. This Agreement;

C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT.

CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.

6. Miscellaneous Provisions.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance will name the TOWN as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

6.6 Successors and Assigns: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on _____. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.

6.11 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the TOWN to perform the service.
(b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the TOWN.

(d) Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov , OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

6.12 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

7. Indemnity.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section

725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Mayor

ATTEST

Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR: _____

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20XX

by _____, as _____ of _____, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

ATTACHMENT VIII

Standard Master Agreement

THIS AGREEMENT is made this _____ day of _____, 2020 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the "TOWN", with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and _____, a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with a mailing address of _____.

RECITALS

WHEREAS, the TOWN is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the TOWN is in need of a contractor to provide various types of rock for TOWN roads;

WHEREAS, CONTRACTOR submitted a proposal for the material requested;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of providing the material hereunder in a professional and competent manner;

WHEREAS, the TOWN finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the TOWN hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. SCOPE OF WORK

1.1 The scope of work is to provide various types of rock material to the TOWN.

1.2 The CONTRACTOR represents to the TOWN that the services and materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the goods/services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in CONTRACTOR's proposal, as set forth in Exhibit "A".

3.2 Should the TOWN require additional services or materials, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the TOWN's procurement code prior to any such additional goods being provided by the CONTRACTOR.

3.3 This Agreement shall become effective upon approval by both parties and shall be for a period of three (3) years, unless terminated earlier, as provided below. The Agreement may be renewed for two one-year periods upon the consent of both parties.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods shall be specified in the CONTRACTOR's proposal, and no additional costs shall be authorized without prior written approval from the appropriate authority.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for the goods.

6. COPIES OF DATA/DOCUMENTS

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the TOWN. Data collected, stored, and/or provided shall be in a form acceptable to the TOWN and agreed upon by the TOWN.

7. OWNERSHIP

7.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the TOWN.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Town Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Town Manager, the TOWN may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another CONTRACTOR to provide for such work; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Town Manager, the TOWN may elect to terminate this Agreement. No compensation shall be paid for de-

mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon notice from the TOWN Manager. At such time, the CONTRACTOR would be compensated only for the goods provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the TOWN must pay for all material ordered or manufactured. No compensation shall be paid for demobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

9. INSURANCE

9.1 The CONTRACTOR, **if delivering the material to the Town**, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Worker's Compensation, to be maintained by the

CONTRACTOR shall specifically include the TOWN as an "Additional Insured".

9.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the TOWN Council shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due the CONTRACTOR from the TOWN.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. INDEMNITY

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR, **if delivering material to the Town**, agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent

caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein and, the CONTRACTOR's proposal. To the extent that there exists a conflict between

this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the TOWN's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

13.2 In the event the TOWN consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

16. GOVERNING LAW AND REMEDIES

16.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder 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.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Town Manager
TOWN of Loxahatchee Groves
155 F road
Loxahatchee Groves, Florida 33470

All notices, demands or requests from the TOWN to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the TOWN shall consider the facts and extent of any such delay and failure to timely perform the work for

reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the TOWN in its sole discretion, the time of completion shall be extended for any reasonable time that the TOWN, in its sole discretion, may decide; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the TOWN or its employees, or by any other CONTRACTOR employed by the TOWN, or by changes ordered by the TOWN, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the TOWN pending negotiation or by any cause which the TOWN, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the TOWN, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the TOWN. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR'S sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

23. PUBLIC ENTITY CRIMES

23.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or

public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

24. PREPARATION

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

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. ENFORCEMENT COSTS

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

27. PUBLIC RECORDS

Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the TOWN.

(d) Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

28. COPYRIGHTS AND/OR PATENT RIGHTS

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the CONTRACTOR agrees to hold the TOWN harmless from any and all liability, loss, or expense occasioned by any such violation.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all services, material, equipment, etc., provided in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the services, material, equipment, etc., provided, is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the services, material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The TOWN of Loxahatchee Groves is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. CONTRACTORs or CONTRACTORs doing business with the TOWN of Loxahatchee Groves shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall any CONTRACTOR/CONTRACTOR be authorized to use the TOWN's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the TOWN or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The TOWN may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The TOWN will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

32. DAMAGE TO PERSONS OR PROPERTY

32.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

33. FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the TOWN. The CONTRACTOR will be paid for all services rendered through the date of termination.

35. SCRUTINIZED COMPANIES

35.1 As provided in F.S. 287.135, by entering into any agreement with the TOWN, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have

business operations in Cuba or Syria. Also, at the time a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, the TOWN's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Mayor

ATTEST:

Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR:

By:

Print Name:

[Corporate Seal]

Title:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, as _____(title), of _____, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name:

My Commission

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Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Assistant Town Manager
VIA: James Titcomb, Town Manager
DATE: December 1, 2020
SUBJECT: Vendor Payments in FY 2020 between \$10,000 and \$25,000

Background:

Pursuant to the Town's procurement code adopted pursuant to Ordinance 2020-02, attached is all transactions items paid in FY 2020 between \$10,000 to \$25,000 approved by Town Manager as provided under the ordinance.

The attached listing does not include payments under contracts that have been previously approved by Council.

Recommendations:

Receive and file.

Town of Loxahatchee Groves
Detailed Vendor Payments over \$10,000 in FY 2020
(payments under contracts previously approved by Council not included)

Vendor Name Tax Identification Number	Transaction Date Transaction Number	Description Transaction Type	Status	Account Number	Account Description	Amount
Blake K Rane						
Blake K Rane	10/04/2019	Audit prep assistance for 2018 & 2019 T&D		001-14-51-513-53200	Accounting and Auditing	\$637.51
XXX-XX-5936	011	Invoice	Paid			
	10/11/2019	Audit prep assistance for 2018 & 2019 T&D		001-14-51-513-53200	Accounting and Auditing	\$1,051.88
XXX-XX-5936	012	Invoice	Paid			
	10/17/2019	Audit prep assistance for 2018 & 2019 T&D		001-14-51-513-53200	Accounting and Auditing	\$850.00
XXX-XX-5936	013	Invoice	Paid			
	10/28/2019	Audit prep work for FY17-18		001-14-51-513-53200	Accounting and Auditing	\$1,062.50
XXX-XX-5936	014	Invoice	Paid			
	11/12/2019	Audit prep assistance for FY18-19		001-14-51-513-53200	Accounting and Auditing	\$1,386.41
XXX-XX-5936	015	Invoice	Paid			
	11/12/2019	Audit prep for FY18-19		001-14-51-513-53200	Accounting and Auditing	\$945.63
XXX-XX-5936	016	Invoice	Paid			
	11/25/2019	Audit Assitance- FY 18-19		001-14-51-513-53200	Accounting and Auditing	\$1,083.76
XXX-XX-5936	017	Invoice	Paid			
	11/25/2019	Audit Assitance- FY 18-19		001-14-51-513-53200	Accounting and Auditing	\$796.88
XXX-XX-5936	018	Invoice	Paid			
	12/19/2019	Audit assistancefor FY17-18 audit		001-14-51-513-53200	Accounting and Auditing	\$669.39
XXX-XX-5936	019	Invoice	Paid			
	12/19/2019	Audit assistance for FY17-18		001-14-51-513-53200	Accounting and Auditing	\$828.77
XXX-XX-5936	020	Invoice	Paid			
	12/19/2019	AUdit assistance for FY17-18		001-14-51-513-53200	Accounting and Auditing	\$754.39
XXX-XX-5936	021	Invoice	Paid			
Totals for Blake K Rane:						\$10,067.12
Everglades Equipment Group						
Everglades Equipment Group	10/23/2019	Air Filters, Cover, & Wing Screw		105-50-53-538-54980	Other Current Charges - Miscellaneous	\$18.24
XXXXX0566	P76102	Invoice	Paid			
				105-50-53-538-54980	Other Current Charges - Miscellaneous	\$15.19
				105-50-53-538-54980	Other Current Charges - Miscellaneous	\$54.00
				105-50-53-538-54980	Other Current Charges - Miscellaneous	\$2.64
				105-50-53-538-54980	Other Current Charges - Miscellaneous	\$41.13
				105-50-53-538-54980	Other Current Charges - Miscellaneous	\$24.43
				105-50-54-541-55200	Operating Supplies	\$111.99
XXXXXX0566	11/04/2019	Air filters, Hy-Gard, Oil filter, & Bar oil				
	P76828	Invoice	Paid			
				105-50-53-538-55220	Lubricants	\$17.73
XXXXXX0566	12/17/2019	Bulb, Handle, Filter, Air Filter		105-50-54-541-55200	Operating Supplies	\$166.48
	P79596	Invoice	Paid			
	12/17/2019	Bolt Kit & Box Blade		105-50-54-541-55200	Operating Supplies	\$290.87
XXXXXX0566	P79595	Invoice	Paid			
	02/18/2020	Chain saw, blades and kits replacements		105-50-54-541-55200	Operating Supplies	\$1,026.45
XXXXXX0566	P82749	Invoice	Paid			
	03/11/2020	Replace stolen items		105-50-54-541-55200	Operating Supplies	\$633.46
XXXXXX0566	P83918	Invoice	Paid			
	05/13/2020	Def Fluid		105-50-54-541-55200	Operating Supplies	\$12.25
XXXXXX0566	P87176	Invoice	Paid			
	04/29/2020	tractor repair work		105-50-54-541-55200	Operating Supplies	\$3,192.23
XXXXXX0566	W24170	Invoice	Paid			
	07/10/2020	Cutting edge		105-50-54-541-55200	Operating Supplies	\$295.82
XXXXXX0566	P91167	Invoice	Paid			
	09/02/2020	Chainsaw		105-50-54-541-55200	Operating Supplies	\$437.03
XXXXXX0566	P95193	Invoice	Paid			
	09/29/2020	Rotary switch & motomix gal		105-50-54-541-55200	Operating Supplies	\$79.28
XXXXXX0566	P97118	Invoice	Paid			
	09/29/2020	kit-blades mower		105-50-54-541-55200	Operating Supplies	\$222.06
XXXXXX0566	P94714	Invoice	Paid			
	09/29/2020	Mower rebuild		105-00-24-243-24300	Encumbrances	\$3,321.03
XXXXXX0566	W25836	Invoice	Paid			
	10/27/2019	Orings & Hygard		105-50-54-541-55200	Operating Supplies	\$144.40
XXXXXX0566	P98946	Invoice	Approved			
Totals for Everglades Equipment Group:						\$10,106.71
FPL						
FPL	07/29/2020	Overpayment Credit		105-50-53-538-54300	Utilities Services	(\$1,477.04)
XXXXX9419	Overpayment Credit	Credit memo	Applied			
	10/14/2019	Monthly electric bill- Town		001-32-51-519-54300	Utilities	\$458.98
XXXXX9419	28761-96367	Invoice	Paid			
	10/07/2019	12799 Southern lvd # Folsom Canal GTE		105-50-53-538-54300	Utilities Services	\$14.11
XXXXX9419	23034-47128	Invoice	Paid			
	10/14/2019	245 W D Rd # SH		105-50-53-538-54300	Utilities Services	\$193.47
XXXXX9419	84659-47128	Invoice	Paid			
	10/14/2019	245 W D Rd #OL Collecting		105-50-53-538-54300	Utilities Services	\$12.91
XXXXX9419	76483-35045	Invoice	Paid			
	10/14/2019	601 D Rd		105-50-53-538-54300	Utilities Services	\$12.35
XXXXX9419	02037-57125	Invoice	Paid			
	10/15/2019	15999 Southern Blvd #A Canal Gte		105-50-53-538-54300	Utilities Services	\$14.92
XXXXX9419	62514-98009	Invoice	Paid			
	10/15/2019	245 W D Rd # Pump		105-50-53-538-54300	Utilities Services	\$31.13
XXXXX9419	14052-67129	Invoice	Paid			
	11/04/2019	127999 Southern Blvd # Folsom Canal GTE		105-50-53-538-54300	Utilities Services	\$14.01
XXXXX9419	23034-47128	Invoice	Paid			
	11/12/2019	601 D Rd		105-50-53-538-54300	Utilities Services	\$12.33
XXXXX9419	02037-57125	Invoice	Paid			
	11/12/2019	Monthly electric service for 245 W D Rd #Pump		105-50-53-538-54300	Utilities Services	\$303.08
XXXXX9419	14052-67129	Invoice	Paid			
	11/12/2019	Monthly electric service Town Hall		001-32-51-519-54300	Utilities	\$404.29
XXXXX9419	28761-96367	Invoice	Paid			
	11/12/2019	245 W D Rd # OL Collecting		105-50-53-538-54300	Utilities Services	\$10.65
XXXXX9419	76483-35045	Invoice	Paid			
	11/12/2019	245 W D Rd # Sh		105-50-53-538-54300	Utilities Services	\$197.09
XXXXX9419	84659-47128	Invoice	Paid			
	11/14/2019	15999 Southern Blvd #A Canal Gate		105-50-53-538-54300	Utilities Services	\$14.89
XXXXX9419	62514-98009	Invoice	Paid			
	12/05/2019	12799 Southern Blvd # Folsim Canal Gate		105-50-53-538-54300	Utilities Services	\$14.23
XXXXX9419	23034-47128	Invoice	Paid			
	12/16/2019	15999 SOuthern Blvd #A Canal Gate		105-50-53-538-54300	Utilities Services	\$14.73
XXXXX9419	62514-98009	Invoice	Paid			
	12/19/2019	245 W D Rd #SH		105-50-53-538-54300	Utilities Services	\$141.54
XXXXX9419	84659-47128	Invoice	Paid			
	12/19/2019	245 W D RD #OL Collecting		105-50-53-538-54300	Utilities Services	\$11.10
XXXXX9419	76483-35045	Invoice	Paid			
	12/19/2019	Monthly electric bill-Town Hall		001-32-51-519-54300	Utilities	\$321.79
XXXXX9419	28761-96367	Invoice	Paid			
	12/19/2019	245 W D Rd #Pump		105-50-53-538-54300	Utilities Services	\$478.55
XXXXX9419	14052-67129	Invoice	Paid			
	12/19/2019	601 W D Rd		105-50-53-538-54300	Utilities Services	\$12.46
XXXXX9419	02037-57125	Invoice	Paid			

XXXXX9419	01/06/2020	12799 Southern Blvd # Folsom Canal Gte		105-50-53-538-54300	Utilities Services	\$14.01
XXXXX9419	23034-4718	Invoice	Paid			
XXXXX9419	01/13/2020	245 W D Rd #Pump		105-50-53-538-54300	Utilities Services	\$288.21
XXXXX9419	14052-67129	Invoice	Paid			
XXXXX9419	01/13/2020	601 D Rd		105-50-53-538-54300	Utilities Services	\$12.41
XXXXX9419	02037-57125	Invoice	Paid			
XXXXX9419	01/13/2020	155 F Rd		001-32-51-519-54300	Utilities	\$315.28
XXXXX9419	28791-96367	Invoice	Paid			
XXXXX9419	01/13/2020	245 W D Rd #OL collecting		105-50-53-538-54300	Utilities Services	\$10.89
XXXXX9419	76483-35405	Invoice	Paid			
XXXXX9419	01/13/2020	245 W D Rd #SH		105-50-53-538-54300	Utilities Services	\$152.97
XXXXX9419	84659-47128	Invoice	Paid			
XXXXX9419	01/21/2020	15999 Southern Blvd #A Canal Gate		105-50-53-538-54300	Utilities Services	\$14.87
XXXXX9419	62514-98009	Invoice	Paid			
XXXXX9419	02/01/2020	12799 Southern Blvd# Folsom Canal Gate		105-50-53-538-54300	Utilities Services	\$14.01
XXXXX9419	23034-47128	Invoice	Paid			
XXXXX9419	02/18/2020	155 F Road		001-32-51-519-54300	Utilities	\$294.24
XXXXX9419	28761-96367	Invoice	Paid			
XXXXX9419	02/18/2020	245 W D RD SH		105-50-53-538-54300	Utilities Services	\$133.71
XXXXX9419	84659-47128	Invoice	Paid			
XXXXX9419	02/18/2020	245 W RD #Pump		105-50-53-538-54300	Utilities Services	\$213.10
XXXXX9419	14052-67129	Invoice	Paid			
XXXXX9419	02/18/2020	15999 Souther Bvd A Canal Gate		105-50-53-538-54300	Utilities Services	\$14.49
XXXXX9419	62514-98009	Invoice	Paid			
XXXXX9419	02/18/2020	601 D RD		105-50-53-538-54300	Utilities Services	\$12.31
XXXXX9419	02037-57125	Invoice	Paid			
XXXXX9419	02/18/2020	245 W D RD OL Collecting		105-50-53-538-54300	Utilities Services	\$10.89
XXXXX9419	76483-35045	Invoice	Paid			
XXXXX9419	03/11/2020	12799 Southern Blvd# Folsom Canal Gate		105-50-53-538-54300	Utilities Services	\$13.93
XXXXX9419	23034-47128	Invoice	Paid			
XXXXX9419	03/09/2020	601 D RD		105-50-53-538-54300	Utilities Services	\$12.41
XXXXX9419	02037-57125	Invoice	Paid			
XXXXX9419	03/09/2020	245 W D RD # OL Collecting		105-50-53-538-54300	Utilities Services	\$10.89
XXXXX9419	76483-35045	Invoice	Paid			
XXXXX9419	03/09/2020	245 W D RD #SH		105-50-53-538-54300	Utilities Services	\$140.64
XXXXX9419	84659-47128	Invoice	Paid			
XXXXX9419	03/09/2020	155 F RD		001-32-51-519-54300	Utilities	\$306.38
XXXXX9419	28761-96367	Invoice	Paid			
XXXXX9419	03/09/2020	245 W D RD #Pump Ol outdoor lighting		105-50-53-538-54300	Utilities Services	\$82.69
XXXXX9419	74587-42264	Invoice	Paid			
XXXXX9419	03/09/2020	245 W D RD #Pump Ol outdoor lighting		105-50-53-538-54300	Utilities Services	\$19.50
XXXXX9419	74587-42264	Invoice	Paid			
XXXXX9419	03/09/2020	245 W D RD #Pump Ol outdoor lighting		105-50-53-538-54300	Utilities Services	\$19.51
XXXXX9419	74587-42264	Invoice	Paid			
XXXXX9419	03/09/2020	245 W D RD #Pump Ol outdoor lighting		105-50-53-538-54300	Utilities Services	\$19.71
XXXXX9419	74587-42264	Invoice	Paid			
XXXXX9419	03/09/2020	245 W D RD #Pump Ol outdoor lighting		105-50-53-538-54300	Utilities Services	\$19.90
XXXXX9419	74587-42264	Invoice	Paid			
XXXXX9419	03/09/2020	15999 Southern Blvd #A Canal Gate		105-50-53-538-54300	Utilities Services	\$14.90
XXXXX9419	62514-98009	Invoice	Paid			
XXXXX9419	03/09/2020	245 W D RD #pump		105-50-53-538-54300	Utilities Services	\$343.93
XXXXX9419	14052-67129	Invoice	Paid			
XXXXX9419	04/01/2020	12799 Southern Blvd # Folsom Canal Gate		105-50-53-538-54300	Utilities Services	\$13.93
XXXXX9419	23034-47128	Invoice	Paid			
XXXXX9419	04/14/2020	245 W D RD # Pump OL		105-50-53-538-54300	Utilities Services	\$19.07
XXXXX9419	74587-42264	Invoice	Paid			
XXXXX9419	04/14/2020	15999 Southern Blvd #A Canal Gate		105-50-53-538-54300	Utilities Services	\$14.18
XXXXX9419	62514-98009	Invoice	Paid			
XXXXX9419	04/14/2020	245 W D RD# SH		105-50-53-538-54300	Utilities Services	\$148.97
XXXXX9419	84659-47128	Invoice	Paid			
XXXXX9419	04/14/2020	245 W D RD # Ol Collecting		105-50-53-538-54300	Utilities Services	\$10.89
XXXXX9419	76483-35045	Invoice	Paid			
XXXXX9419	04/14/2020	155 F RD		001-32-51-519-54300	Utilities	\$300.02
XXXXX9419	28761-96367	Invoice	Paid			
XXXXX9419	04/14/2020	245 W D RD #Pump (Larry & I are working to find why so high)		105-50-53-538-54300	Utilities Services	\$2,048.22
XXXXX9419	14052-67129	Invoice	Paid			
XXXXX9419	04/14/2020	601 D Rd		105-50-53-538-54300	Utilities Services	\$12.41
XXXXX9419	02037-57125	Invoice	Paid			
XXXXX9419	04/14/2020	Outdoor lighting		105-50-53-538-54300	Utilities Services	\$19.07
XXXXX9419	74587-42264	Invoice	Paid			
XXXXX9419	05/08/2020	245 W D RD Pump		105-50-53-538-54300	Utilities Services	\$1,652.57
XXXXX9419	14052-67129	Invoice	Paid			
XXXXX9419	05/08/2020	155 F Road		001-32-51-519-54300	Utilities	\$246.42
XXXXX9419	28761-96367	Invoice	Paid			
XXXXX9419	05/08/2020	245 D Rd # SH		105-50-53-538-54300	Utilities Services	\$158.34
XXXXX9419	84659-47128	Invoice	Paid			
XXXXX9419	05/01/2020	12799 Southern Blvd Folsom Canal Gate		105-50-53-538-54300	Utilities Services	\$13.39
XXXXX9419	23034-47128	Invoice	Paid			
XXXXX9419	05/08/2020	601 D Rd		105-50-53-538-54300	Utilities Services	\$12.19
XXXXX9419	02037-57125	Invoice	Paid			
XXXXX9419	05/08/2020	245 W D RD #OL Collecting		105-50-53-538-54300	Utilities Services	\$9.11
XXXXX9419	76483-35045	Invoice	Paid			
XXXXX9419	05/01/2020	15999 Southern Blvd #A Canal gate		105-50-53-538-54300	Utilities Services	\$14.02
XXXXX9419	62514-98009	Invoice	Paid			
XXXXX9419	05/29/2020	12799 Southern Blvd# Folsom Canal Gte		105-50-53-538-54300	Utilities Services	\$14.19
XXXXX9419	23034-47128	Invoice	Paid			
XXXXX9419	07/29/2020	June & July invoices		105-50-53-538-54300	Utilities Services	\$289.48
XXXXX9419	14052-67129	Invoice	Paid			
XXXXX9419	07/29/2020	June & July invoices		105-50-53-538-54300	Utilities Services	\$28.11
XXXXX9419	23034-47128	Invoice	Paid			
XXXXX9419	07/29/2020	June & July invoices		105-50-53-538-54300	Utilities Services	\$21.86
XXXXX9419	76483-35045	Invoice	Paid			
XXXXX9419	07/29/2020	June & July invoices		105-50-53-538-54300	Utilities Services	\$24.89
XXXXX9419	02037-57125	Invoice	Paid			
XXXXX9419	07/29/2020	June & July invoices		105-50-53-538-53400	Other Services -	\$29.95
XXXXX9419	62514-98009	Invoice	Paid			
XXXXX9419	07/29/2020	June & July invoices		105-50-53-538-53400	Other Services -	\$37.15
XXXXX9419	74587-42264	Invoice	Paid			
XXXXX9419	07/29/2020	June & July invoices		105-50-53-538-53400	Other Services -	\$443.28
XXXXX9419	84659-47128	Invoice	Paid			
XXXXX9419	07/29/2020	June & July invoices		001-32-51-519-54300	Utilities	\$741.43
XXXXX9419	28761-96367	Invoice	Paid			
XXXXX9419	08/01/2020	245 W RD Pump Ol		105-50-53-538-54300	Utilities Services	\$19.20
XXXXX9419	74587-42264	Invoice	Paid			
XXXXX9419	08/01/2020	155 F Road		001-32-51-519-54300	Utilities	\$439.03
XXXXX9419	28761-96367	Invoice	Paid			
XXXXX9419	08/01/2020	245 W D Rd #SH		105-50-53-538-54300	Utilities Services	\$232.38
XXXXX9419	84659-47128	Invoice	Paid			
XXXXX9419	08/01/2020	12799 Southern Blvd # Folsom Canal GTE		105-50-53-538-54300	Utilities Services	\$14.39
XXXXX9419	23034-47128	Invoice	Paid			
XXXXX9419	08/01/2020	601 D Rd		105-50-53-538-54300	Utilities Services	\$12.49
XXXXX9419	02037-57125	Invoice	Paid			
XXXXX9419	08/01/2020	245 W D Rd #ol Collecting		105-50-53-538-54300	Utilities Services	\$10.93
XXXXX9419	76483-35045	Invoice	Paid			
XXXXX9419	08/08/2020	15999 Southern Blvd #A Canal Gate		105-50-53-538-54300	Utilities Services	\$15.17
XXXXX9419	6251498009	Invoice	Paid			

XXXXX9419	09/14/2020	155 F Road = Aug 10-Sep9 2020		001-32-51-519-54300	Utilities	\$408.14
	28761-96367	Invoice	Paid			
XXXXX9419	09/14/2020	245 W D Rd Pump OI		105-50-53-538-54300	Utilities Services	\$38.40
	74587-42264	Invoice	Paid			
XXXXX9419	09/14/2020	245 W D Rd #5H		105-50-53-538-54300	Utilities Services	\$261.01
	84659-47128	Invoice	Paid			
XXXXX9419	09/14/2020	245 W D RD# Pump		105-50-53-538-54300	Utilities Services	\$32.99
	14052-67129	Invoice	Paid			
XXXXX9419	09/14/2020	15999 Southern Blvd Canal Gate		105-50-53-538-54300	Utilities Services	\$15.26
	62514-98009	Invoice	Paid			
XXXXX9419	09/14/2020	12799 Southern Blvd # Folsom Canal Gate		105-50-53-538-54300	Utilities Services	\$14.39
	23034-47128	Invoice	Paid			
XXXXX9419	09/14/2020	601 D Rd		105-50-53-538-54300	Utilities Services	\$12.40
	02037-57125	Invoice	Paid			
XXXXX9419	09/14/2020	245 W D RD #OI collecting		105-50-53-538-54300	Utilities Services	\$10.93
	76483-35045	Invoice	Paid			
Totals for FPL:						\$11,577.60
Gate House West Palm Beach-Adv						
Gate House West Palm Beach-Adv XX-XXX6527	10/15/2019	Advertising of Ordinance 2019-07- Election Notice		001-12-51-512-54960	Legal Advertising	\$44.72
	0000519617	Invoice	Paid			
XX-XXX6527	10/15/2019	Legal Notice of Ordinance 2019-06 ULDC Amendment		001-12-51-512-54960	Legal Advertising	\$251.12
	0000519606	Invoice	Paid			
XX-XXX6527	11/04/2019	Notice of proposed land use change		001-12-51-512-54960	Legal Advertising	\$700.00
	00524930	Invoice	Paid			
XX-XXX6527	11/14/2019	Advertising of Ordinance 2019-05		001-12-51-512-54960	Legal Advertising	\$65.36
	0000528781	Invoice	Paid			
XX-XXX6527	11/14/2019	Advertising of Ordinance 2019-09		001-12-51-512-54960	Legal Advertising	\$172.00
	0000528783	Invoice	Paid			
XX-XXX6527	11/14/2019	Advertising of Notice of proposed Land Use Change		001-12-51-512-54960	Legal Advertising	\$700.00
	0000528958	Invoice	Paid			
XX-XXX6527	12/02/2019	Advertising of Notice of Municipal Election		001-12-51-512-54960	Legal Advertising	\$282.08
	0000528565	Invoice	Paid			
XX-XXX6527	12/05/2019	Advertising of Ordinance 2019-10		001-12-51-512-54960	Legal Advertising	\$182.32
	0000533522	Invoice	Paid			
XX-XXX6527	12/12/2019	Notice of Intent to Continue Unuform Method of Collection		001-12-51-512-54960	Legal Advertising	\$1,059.52
	0000530739	Invoice	Paid			
XX-XXX6527	12/12/2019	Notice if Intent to use Uniform Collection Method		001-12-51-512-54960	Legal Advertising	\$921.92
	0000530743	Invoice	Paid			
XX-XXX6527	12/12/2019	Notice of Proposed land Use Change		001-12-51-512-54960	Legal Advertising	\$700.00
	0000536259	Invoice	Paid			
XX-XXX6527	12/31/2019	MLU/PUD Amendment Ordinance-SolarSport		001-20-51-515-53490	Cost Recovery Expenditure	\$700.00
	0000540382	Invoice	Paid			
XX-XXX6527	03/11/2020	Advertising of Ordinance 2020-12		001-12-51-512-54960	Legal Advertising	\$61.92
	35961	Invoice	Paid			
XX-XXX6527	04/01/2020	Ordinance # 2020-01/AmendingChapter34 Planning		001-12-51-512-54960	Legal Advertising	\$51.60
	563973-03262020	Invoice	Paid			
XX-XXX6527	05/31/2020	Ordinance #2020-02		001-12-51-512-54960	Legal Advertising	\$48.16
	100571541-05142020	Invoice	Paid			
XX-XXX6527	08/08/2020	Notice of proposed map and text change		001-20-51-515-53450	Planning & Zoning Contract	\$258.00
	100583745-07202020	Invoice	Paid			
XX-XXX6527	08/01/2020	Ordinance 2020-03		001-20-51-515-53450	Planning & Zoning Contract	\$700.00
	100585131-07242020	Invoice	Paid			
XX-XXX6527	08/01/2020	public hearing notice /big dog ranch		001-20-51-515-53490	Cost Recovery Expenditure	\$302.72
	100585132-07242020	Invoice	Paid			
XX-XXX6527	09/29/2020	Public notice Palms West Plaza		001-20-51-515-53490	Cost Recovery Expenditure	\$306.16
	100594627-09112020	Invoice	Paid			
XX-XXX6527	09/29/2020	Notice of Proposed Tax Increase		001-12-51-512-54960	Legal Advertising	\$1,076.25
	100596027-09192020	Invoice	Paid			
XX-XXX6527	09/29/2020	Budget Summary FY 2020-2021		105-50-53-538-54960	Legal Advertising	\$420.00
	100596028-09192020	Invoice	Paid			
XX-XXX6527	09/29/2020	Annual Landowner Meeting		001-12-51-512-54960	Legal Advertising	\$420.00
	100592308-0901202020	Invoice	Paid	001-12-51-512-54960	Legal Advertising	\$185.76
XX-XXX6527	09/29/2020	Ordinance 2020-04		001-20-51-515-53490	Cost Recovery Expenditure	\$700.00
	0000585126	Invoice	Paid			
XX-XXX6527	09/25/2020	Amendment hearing 2020-22 project 1010		001-20-51-515-53490	Cost Recovery Expenditure	\$326.80
	100597397-09252020	Invoice	Paid			
Totals for Gate House West Palm Beach-Adv:						\$10,636.41
Labor Finders of Florida, LLC						
Labor Finders of Florida, LLC XX-XXX1429	10/07/2019	Flagmen-S North Rd & G Rd W		105-50-54-541-55200	Operating Supplies	\$169.25
	75-8-25516	Invoice	Paid			
XX-XXX1429	10/07/2019	Flagmen- Folsom Rd & 25th St N.		105-50-54-541-55200	Operating Supplies	\$169.25
	75-8-25517	Invoice	Paid			
XX-XXX1429	11/25/2019	Flagging B Rd- & North Rd		105-50-54-541-55200	Operating Supplies	\$375.00
	75-8-26002	Invoice	Paid			
XX-XXX1429	11/25/2019	Flagging B Rd- & Okeechobee Blvd.		105-50-54-541-55200	Operating Supplies	\$375.00
	75-8-26003	Invoice	Paid			
XX-XXX1429	12/02/2019	Flagging - B Rd & North Rd		105-50-54-541-55200	Operating Supplies	\$355.88
	75-8-26069	Invoice	Paid			
XX-XXX1429	12/02/2019	Flagging B Rd- & Okeechobee Blvd		105-50-54-541-55200	Operating Supplies	\$933.50
	75-8-26070	Invoice	Paid			
XX-XXX1429	12/02/2019	245 W D Rd- General Work		105-50-54-541-55200	Operating Supplies	\$298.09
	75-8-26071	Invoice	Paid			
XX-XXX1429	12/09/2019	Flagging around Town		105-50-54-541-55200	Operating Supplies	\$725.75
	75-8-26117	Invoice	Paid			
XX-XXX1429	12/16/2019	Flagging around Town		105-50-54-541-55200	Operating Supplies	\$762.25
	75-8-26177	Invoice	Paid			
XX-XXX1429	12/19/2019	Flagging-Town of Loxahatchee Groves		105-50-54-541-55200	Operating Supplies	\$262.50
	75-8-26234	Invoice	Paid			
XX-XXX1429	01/21/2020	Flagging- D Rd & Southern Blvd.		105-50-54-541-55200	Operating Supplies	\$353.75
	75-8-26419	Invoice	Paid			
XX-XXX1429	01/27/2020	Flagging- D Rd & Southern Blvd		105-50-54-541-55200	Operating Supplies	\$837.69
	75-8-26471	Invoice	Paid			
XX-XXX1429	01/26/2020	Flagging D Street & Southern Blvd		105-50-54-541-55200	Operating Supplies	\$506.58
	75-8-26519	Invoice	Paid			
XX-XXX1429	02/02/2020	Flagging D St & Southern Blvd		105-50-54-541-55200	Operating Supplies	\$924.38
	75-8-26577	Invoice	Paid			
XX-XXX1429	02/18/2020	Flagging for D Street & Southern Blvd		105-50-54-541-55200	Operating Supplies	\$792.05
	75-8-256681	Invoice	Paid			
XX-XXX1429	03/08/2020	flagging Okeechobee & E Road		105-50-54-541-55200	Operating Supplies	\$732.20
	75-8-26810	Invoice	Paid			
XX-XXX1429	03/23/2020	FLAGGING D STREET & SOUTHERN BLVD		105-50-54-541-55200	Operating Supplies	\$329.05
	75-8-26896	Invoice	Paid			
XX-XXX1429	03/23/2020	FLAGGING E RD & OKEECHOBEE		105-50-54-541-55200	Operating Supplies	\$186.55
	75-8-26895	Invoice	Paid			
XX-XXX1429	03/23/2020	FLAGGING E RD & SOUTH NORTH RD		105-50-54-541-55200	Operating Supplies	\$179.55
	75-8-26897	Invoice	Paid			
XX-XXX1429	03/30/2020	FLAGGING E RD AND OKEECHOBEE		105-50-54-541-55200	Operating Supplies	\$328.50
	75-8-26931	Invoice	Paid			
XX-XXX1429	05/10/2020	Flagging on D Road and colleting canal		105-50-54-541-55200	Operating Supplies	\$171.25
	75-8-27098	Invoice	Paid			
XX-XXX1429	05/17/2020	Flagging E RD & Collecting Canal		105-50-54-541-55200	Operating Supplies	\$372.00
	75-8-27139	Invoice	Paid			
XX-XXX1429	05/17/2020	Flagging D RD & Collecting Canal		105-50-54-541-55200	Operating Supplies	\$229.50
	75-8-27140	Invoice	Paid			

XX-XXX1429	05/24/2020	Flagging F Rd & Collecting Canal		105-50-54-541-55200	Operating Supplies	\$335.50
	75-8-27167	Invoice	Paid			
XX-XXX1429	05/31/2020	flagging F RD & Collecting Canal		105-50-54-541-55200	Operating Supplies	\$616.25
	75827195	Invoice	Paid			
XX-XXX1429	06/07/2020	flagging F Rd Collecting Canal		105-50-54-541-55200	Operating Supplies	\$154.00
	75827226	Invoice	Paid			
XX-XXX1429	06/14/2020	flagging F Rd & Collecting Canal		105-50-54-541-55200	Operating Supplies	\$671.00
	75827263	Invoice	Paid			
XX-XXX1429	06/21/2020	Flagging F Rd & Collecting Canal		105-50-54-541-55200	Operating Supplies	\$335.50
	75-8-27304	Invoice	Paid			
Totals for Labor Finders of Florida, LLC:						\$12,481.77
LSSL INC						
LSSL INC	07/22/2020	Time period 6/15/20-7/10/20		001-14-51-513-53200	Accounting and Auditing	\$6,450.00
XX-XXX4869	1001	Invoice	Paid			
XX-XXX4869	08/27/2020	Time 7/11/20-7/30/20		001-14-51-513-53200	Accounting and Auditing	\$3,440.00
	1002	Invoice	Paid			
XX-XXX4869	09/29/2020	Time Period 8/08/20-9/06/20		105-50-53-538-53200	Accounting and Auditing	\$2,150.00
	1003	Invoice	Paid			
XX-XXX4869	09/29/2020	Time Period 9/07/20-9/30/20		001-14-51-513-53200	Accounting and Auditing	\$2,150.00
	1004	Invoice	Pending	105-50-53-538-53200	Accounting and Auditing	\$1,720.00
Totals for LSSL INC:						\$17,630.00
Municode						
Municode	11/04/2019	Administratvie Support Fee-Codification of Ordinances		001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	\$250.00
XX-XXX9026	00335439	Invoice	Paid			
XX-XXX9026	02/18/2020	Codification and supplementation services		001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	\$2,387.77
	00339183	Invoice	Paid			
XX-XXX9026	03/09/2020	online code hosting 3/1/2020 - 2/28/2021		001-10-51-511-54100	Communication Services	\$450.00
	00340482	Invoice	Paid			
XX-XXX9026	06/03/2020	Annual fee for 6/01/20 - 5/31/2021		001-32-51-519-54920	Computer Services	\$1,800.00
	344017	Invoice	Paid			
XX-XXX9026	06/30/2020	supplement pages/8 copies of ordinanaces		001-32-51-519-54920	Computer Services	\$669.76
	345441	Invoice	Paid			
XX-XXX9026	09/02/2020	Separator Tabs		001-32-51-519-54920	Computer Services	\$75.00
	347072	Invoice	Paid			
XX-XXX9026	09/02/2020	Land Development supplies		001-32-51-519-54920	Computer Services	\$5,115.00
	347071	Invoice	Paid			
XX-XXX9026	09/29/2020	Hosting 8/1/2020 - 7/31/21 (Land Development)		001-32-51-519-54920	Computer Services	\$900.00
	346744	Invoice	Paid			
Totals for Municode:						\$11,647.53
Palmdale Oil Company, Inc.						
Palmdale Oil Company, Inc.	04/07/2020	CREDIT BALANCE FROM 2/7/2020		105-50-53-538-55210	Fuel	(\$211.41)
XX-XXX3035		Credit memo	Applied			
XX-XXX3035	04/09/2020	Open credit		105-50-53-538-55210	Fuel	(\$327.66)
	Statement CR 7/2020	Credit memo	Applied			
XX-XXX3035	10/21/2019	Receipt of 345 gal of dyed dsl & 242 gal of clear dsl		105-50-53-538-55210	Fuel	\$1,528.55
	1231745	Invoice	Paid			
XX-XXX3035	11/06/2019	Recieved 332.0 gal of Dyed Diesel		105-50-53-538-55210	Fuel	\$845.61
	1241471	Invoice	Paid			
XX-XXX3035	11/18/2019	Reciept of 383.0 gal of Dyed Diesel		105-50-53-538-55210	Fuel	\$962.10
	1247515	Invoice	Paid			
XX-XXX3035	12/03/2019	Delivery of 407.0 gallons of dyed diesel		105-50-53-538-55210	Fuel	\$1,048.53
	1255698	Invoice	Paid			
XX-XXX3035	12/31/2019	400 gallons-dyed diesel		105-50-53-538-55210	Fuel	\$1,053.47
	1269293	Invoice	Paid			
XX-XXX3035	01/13/2020	Delivery of Diesel fuel clear & dyed		105-50-53-538-55210	Fuel	\$1,814.40
	1276436	Invoice	Paid			
XX-XXX3035	02/18/2020	Delievered diesel dyed		105-50-53-538-55210	Fuel	\$804.65
	1295545	Invoice	Paid			
XX-XXX3035	03/02/2020	Delievered diesel dyed		105-50-53-538-55210	Fuel	\$874.20
	1307741	Invoice	Paid			
XX-XXX3035	03/18/2020	delieverd diesel dyed		105-50-53-538-55210	Fuel	\$1,076.73
	1317746	Invoice	Paid			
XX-XXX3035	03/30/2020	DELIEVED DIESEL DYED		105-50-53-538-55210	Fuel	\$874.20
	1307741	Invoice	Paid			
XX-XXX3035	04/14/2020	Delieved Diesel Dyed		105-50-53-538-55210	Fuel	\$461.00
	1337224	Invoice	Paid			
XX-XXX3035	05/11/2020	delieved diesel dyed		105-50-53-538-55210	Fuel	\$480.64
	1345766	Invoice	Paid			
XX-XXX3035	06/12/2020	delieved diesel dyed		105-50-53-538-55210	Fuel	\$1,059.56
	1360992	Invoice	Paid			
XX-XXX3035	05/29/2020	Delieved Diesel Dyed		105-50-53-538-55210	Fuel	\$573.30
	1355086	Invoice	Paid			
XX-XXX3035	07/06/2020	diesel dyed		105-50-53-538-55210	Fuel	\$659.05
	1369581	Invoice	Paid			
XX-XXX3035	08/01/2020	Dyed Diesel		105-50-53-538-55210	Fuel	\$765.21
	1380336	Invoice	Paid			
XX-XXX3035	09/02/2020	Dyed Diesel		105-50-53-538-55210	Fuel	\$698.45
	1391000	Invoice	Paid			
XX-XXX3035	09/29/2020	Dyed Diesel		105-50-53-538-55210	Fuel	\$665.31
	1403824	Invoice	Paid			
XX-XXX3035	09/29/2020	Dyed Diesel		105-50-53-538-55210	Fuel	\$1,010.19
	1413961	Invoice	Paid			
Totals for Palmdale Oil Company, Inc.:						\$16,716.08

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DATE: December 1, 2020

Agenda Item: 6

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

SUBJECT: Pre-vetted Public Contracts for apportioned Town Services

Background:

Historically, Town Management and Public Works (LGWCD) have successfully utilized many pre-vetted local government (“piggy-back”) contracts to provide the Town’s ongoing needs for critical services, capital improvements and maintenance operations throughout the town.

We’ve attached a series of recent pre-vetted contracts for town programs, maintenance, repairs and related services for the purpose of council feedback, discussion and direction. The benefits of engaging already bid/awarded public contracts are that it saves time, predetermines scope of work parameters, pre-quoted rates, workmanship standards and guarantees - and provides the town “plug and play” options on an apportioned basis for quick implementation and shared efficiencies.

At times, Town Council has expressed “concern” with quality, rates and results of deployed services, therefore these “best practice/best bid” contracts should work well with their embedded caveats, quality control and costs of service awarded to accommodate our needs, safeguards and inspection. Any potential contract for services will of course be reviewed and customized with standard legal language and caveats by the Town Attorney for legal sufficiency, then brought back to council in final draft for appropriate legislative action.

Several useable contracts are attached today for review, consideration and discussion. A template Resolution we’ve used before to authorizing utilizing pre-vetted contracts is included for form and format compatible with town purchasing code.

Finally, note issuing any full RFP on projects the town may pursue is an extensive process in staff preparation, communications/advertising, legal time, bid procedures, selection committees or related award process and the ultimate award and deployment of successful bidders. The Town can save significant money and time utilizing the elements and work as already performed by other public agencies; so long as the rates, metrics and scope of work items match closely.

Recommendations:

Staff seeks Council discussion and direction in potential selection(s) for contract providers.

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July 28, 2020

Ms. Francine Ramaglia
Assistant Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Re: Proposal for Municipal Support Services
Town of Loxahatchee Groves, Florida
NOVA Proposal Number: 001-41207405

Ms. Ramaglia,

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this proposal for Municipal Support Services to the Town of Loxahatchee Groves, Florida. We understand the government of Loxahatchee Groves is seeking a qualified and experienced firm to provide Building Official, Building Code Plan Review and Inspections, and Code Enforcement services, per the Florida Building Code, and applicable sections of the City's Code of Ordinances, for all areas of expertise, including building, plumbing, mechanical, electrical and code enforcement in addition to services in accordance with Florida Statutes 468, Part XII, "Building Code Administrators and Inspectors" on as-needed basis. We are confident that NOVA is the best choice to provide the services required for this contract because:

- **Proximity** – NOVA has provided Building Department Municipal Support Services in South Florida since inception in 1996. With our South Florida local staff and experienced personnel, NOVA will be able to provide local responsive service, especially when needs arise on a short notice.
- **Experience of Proposed Team** – Our proposed team significant experience Plan Review and Building Inspection on a broad range of state and local government projects.
- **Corporate Resources** – With over 350 employees in the southeast, NOVA has both the staff and equipment resources to assist as required.

We have reviewed your requested requirements and addressed each our proposal. Our team members are prepared to meet with you, if requested, and we can start immediately. If you have any questions, or if we may be of further assistance, please contact Jason Hill at 239.633.0822 or jhill@usanova.com.

Again, thank you for this opportunity and your consideration. We look forward to working with Loxahatchee Goves in the near future.

Sincerely,
NOVA Engineering and Environmental, LLC



Jason Hill
Executive Vice President



Javier Jimenez, PE
Project Manager

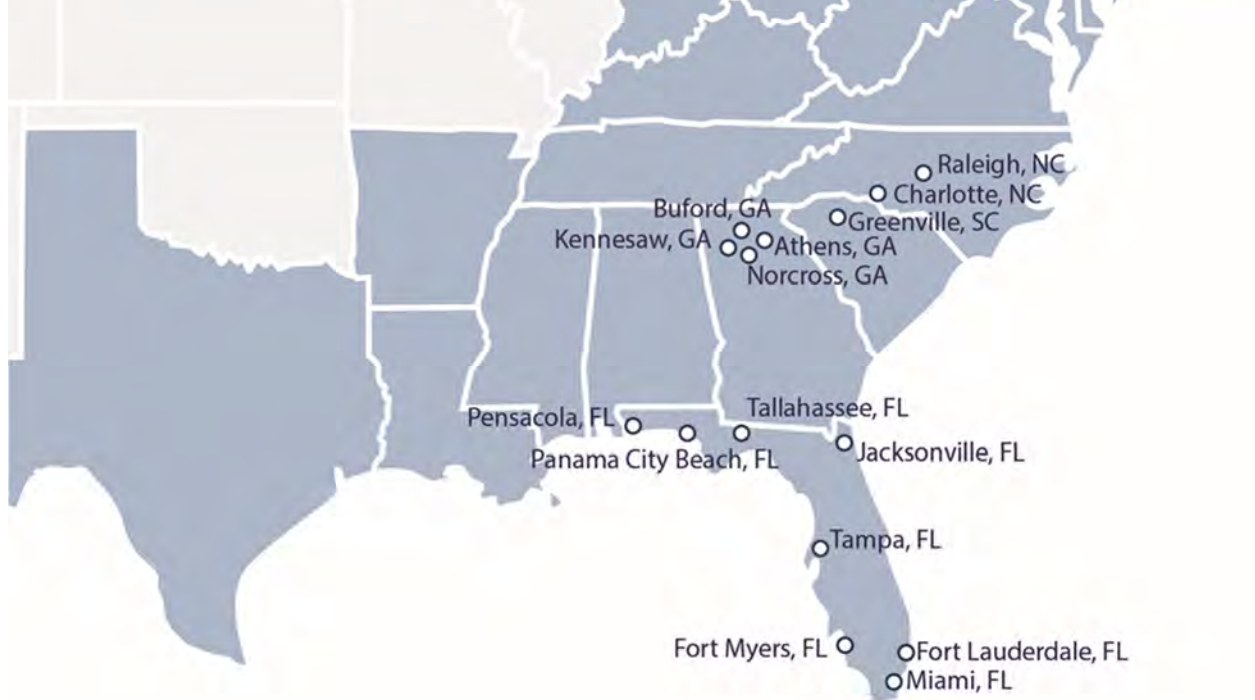
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SECTION 1 – FIRM OVERVIEW

Established in 1996, NOVA was originally founded to provide Environmental Consulting, Geotechnical Engineering, and QA/QC Materials Testing and Inspection services to the design and construction community, primarily in the Southeastern United States. Since this time, NOVA has expanded to provide Facilities industry leadership in building code compliance services that include: Code Compliance Inspection and Plan Review (MEP, ADA, Life Safety and Structural), Municipal and Government Outsourcing, Loss Prevention, Construction Defect Mitigation, Florida Private Provider™ and HUD Inspection services.

Currently, NOVA employs approximately 350 personnel located in 15 offices:



NOVA was recently named one of the Top 50 Design Firms in the Southeast by Engineering News Record and today employs professional and administrative support staff including Registered Professional Engineers, Registered Professional Geologists, Environmental Scientists, Registered Roof Observers, LEED Accredited Professionals, Soil/Foundation Engineers, Laboratory Specialists, Materials Technicians, ICC-Certified Inspectors, NICET-Certified Technicians and AWS-Certified Welding Inspectors. NOVA's facilities include AASHTO-Accredited Laboratories in Soils, Concrete, Aggregate and Hot-Mix Asphalt Testing/Inspection as well as CCRL-Inspected Laboratories for Concrete Sampling, Curing and Testing.

NOVA employs professionals with diverse backgrounds. Our firm's unique ability to provide both in-house consulting and testing, prevents the need to employ additional subconsultants. By offering a range of consulting and testing services, we provide an advantage to our clients through the "hands on" experience of our professionals. This advantage results in a practical approach with realistic constructible solutions, saving both time and money. We studied understand the requirements to service this proposed contract and are prepared to provide the desired services, all in-house with no teaming partners.

SECTION 2 – PROJECT APPROACH

The failure of any Local Government to have efficient Building Code Enforcement programs in place could cause great harm to the community. These codes and other related regulations are written to protect the health and safety of building inhabitants. They are also written to prevent the loss of property and the diminishing of property values. NOVA fully understands the critical importance of building code compliance and will provide comprehensive Building Code Plan Review, Building Code Inspection Services, Code Enforcement and Related Support Services in order to ensure public safety. NOVA will provide the required personnel and resources to staff a newly formed building department for the Town of Loxahatchee Groves to provide its residents with the level of service required to support the town's growth.

NOVA's project approach for this contract will be to faithfully execute the following tasks:

- 1. Open and maintain paths of communication between the local government and NOVA in order to fully understand and exceed the expectations.*
- 2. Assist in establishing inspection, plan review, and permitting procedures and preferences for the new Building Services Department staff.*
- 3. Confirm expected delivery deadlines.*
- 4. Communicate constantly with Town staff in order to obtain and execute the workload as soon as available.*
- 5. Perform the required services in an efficient and accurate manner.*
- 6. Provide on-going feedback to the permit holders, contractors, engineers, and architects as to the status and possible issues associated with the project.*
- 7. Provide accurate accounting of time spent on the project as it relates to billings.*
- 8. Constantly confirm with the Town staff that NOVA is meeting or exceeding expectations.*

Yes, we do realize that #1 and #9 are essentially the same task, but we believe that it is so critical to the proper flow and mutual satisfaction of this contract that communication be stressed between NOVA and the Town's staff.

NOVA employs one of Florida's largest pool of FS468 Building Code Inspectors, Plan Reviewers, Building Officials, Permitting Specialists, Engineers, Threshold Inspectors and Construction Materials Testing/Special Inspection Professionals with several hundred collective years of successful experience providing building code services. Our proposed team has an impeccable reputation for having and maintaining an in-depth knowledge of the latest codes and code developments. All of our professionals have the knowledge and experience gained by years of service to municipalities of all sizes.

REPORTING

NOVA's Plan Reviewers are required to prepare weekly, daily, and project specific reports for use by the Building Official and the NOVA project management team, as well as all designated Loxahatchee Groves staff. These reports are used to determine proper staffing levels and monitor response time as well as monitor the quality and efficiency of the personnel conducting the plan reviews.

BUILDING OFFICIAL AND PLANS REVIEW SERVICES

NOVA will provide professional code compliant oversight services for this proposed contract. This will include plan review and code interpretation of structural, general building, roofing, electrical, plumbing, mechanical, accessibility, fire protection systems, and requirements as contained in the Florida Building Code and any applicable amendments and/or ordinances for processing the issuance of building permits. Our vast state and local government experience has created a unique understanding and proficiency with the different type of facilities and projects found in these settings.

We will also maintain records of our building code reviews and prepare written reports as necessary and required by the Florida Building Code. NOVA's staff of Building Officials, are dedicated to knowing and adhering to the most recent and applicable building codes while serving our clients in a professional and timely manner. In many cases we can turn compliant reviews around in 24 hours, with an average turnaround of 48 hours on small projects and 5-10 business days on large scale projects. This, of course, depends on the size and complexity of the project.

BUILDING CODE INSPECTION SERVICES

NOVA will provide all building code inspection services as needed with 24-hour notice based on availability. Our team of multi-disciplined inspectors use the latest technology and communications to ensure multi-tasking is accomplished in a timely, cost effective manner. This includes inspections of structural, general building, fire, roofing, plumbing, electrical, accessibility, and mechanical requirements, as contained in the Florida Building Code. We will maintain records of our inspections and investigations and prepare written reports, as necessary and required by the Florida Building Code. Additionally, we provide late night, weekend and holiday inspections to help meet our clients' needs.



COORDINATION AND COMMUNICATION

NOVA staff will communicate with engineers, contractors, and the Town's staff to provide information and resolution to issues arising in their construction projects. Inspections are performed in a professional and timely manner in accordance with requirements established by the Town.

REPORTING

NOVA's inspectors are required to prepare daily, and project specific inspection activity reports for use by the Building Official and the NOVA project management team, as well as all designated the Town staff. These reports are used to determine proper staffing levels and monitor response time, as well as monitor the quality and efficiency of the personnel conducting the Inspections. A 3-ring binder will be maintained on-site. This binder will include contact information of our inspectors, an inspection log and copied of daily reports. Typed inspection reports will also be distributed daily via email to the project team.

METHODOLOGY/PROBLEM SOLVING

NOVA's strategy for performing integrated services within the Town is quite simple. We become a vital part of the process by maintaining constant and direct communication with your staff that is either influencing or being influenced by our services. The reason we call it simple is because it is based on common sense. If everyone involved with a project is aware of what is happening; things run smoother. Effective communication eliminates 90% of potential problems before they arise.

ANTICIPATED RESPONSE TIME

As a normal course of business, NOVA's staff and team are used to responding on short notice. Our preferred scheduling period is 24 hours in advance of the needed services, but we have and will respond on shorter notice, when so required. The preferred 24-hour notification is so that we can try to maintain the same staff on each project to provide consistency in communications, awareness of the parties that need to be notified on a project site, and most certainly awareness of the project requirements. Javier Jimenez will serve as the point of contact for all the services required for this contract. This will simplify and expedite scheduling and coordination of NOVA's staff that are anticipated to be needed on an on-call basis for this contract.

Our team of inspectors and engineers are multi-certified which allows for an unmatched level of flexibility and responsiveness. Our team members can provide numerous types of inspections and tests which typically results in a cost and time savings for our clients as extra time is not spent mobilizing additional resources to the project site. We commit our South Florida staff and our company vast resources to you to make sure that you receive the level of service you desire. In addition, you will have the full support of NOVA's nearly 200 employees located in our seven Florida offices.



MANAGEMENT APPROACH

NOVA's success over our many years in the industry is largely attributable to our capabilities in project management and our depth of knowledge of construction and the construction industry. NOVA will assign Mr. Joseph Berko, CBO, as Contract Manager for this contract. NOVA will assign a Certified Building Official to perform the proposed tasks. The new Building Official will be responsible for the day-to-day communication with involved parties from the Town. Mr. Berko will be the primary point of contact for administrative concerns with the Town personnel. This approach facilitates the designated Building Official, Plans and Inspectors for focus solely on their technical tasks of supporting the Town's Building Department operations.

Specifically, Mr. Berko's and the new Building Official responsibilities will include:

- Project management
- Client communications
- Planning and scheduling
- Work assignments
- Quality control
- Tracking, and reporting of non-compliances
- Schedule control
- Budget control
- Report review and generation
- Invoice review

Prior to commencement of work, our Project Manager will meet city personnel to discuss the specific goals and procedures for this contract in order to actively ensure that expected outcomes are met or exceeded and that resources are allocated in the most efficient manner possible.



SECTION 3 – SAMPLE SIMILAR CONTRACT EXPERIENCE

PROJECT	CLIENT	CONTACT	DESCRIPTION	DATES
City of Westlake Plan Review and Inspection Outsourcing, New City Startup	City of Westlake 4001 Seminole Pratt Whitney Road Westlake, FL 33470	Ken Cassel 561.530.5880 KCassel@westlakegov.com	Building Official, Construction Administration, Permitting, Building Inspection, Plan Examination Services and Building Department Administration Support. Staff includes 4 full-time employees including a Building Official.	2016-2018
Collier County Plan Review and Inspection Outsourcing	Collier County 2800 North Horseshoe Drive Naples, FL 34104	James French 239.252.2400 jfrench@colliergov.net	Municipal support services provided to Collier County's Building Department since 2013. Based on the County's needs and workload, this support includes 1 to 5 Certified Building Officials, Examiners and/or Inspectors.	2013-ongoing
City of Marco Island Plan Review and Inspection Services	City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145	Raul Perez 239.389.5059 RPerez@cityofmarcoisland.com	Plans Examination and Code Compliance Inspector Services Contract for all of City of Marco Island departments on renovations, additions, and new construction for governmental projects.	2012-ongoing
City of Naples Plan Review and Inspection Services	City of Naples 8th Street Naples, FL 34102	Jennifer Fritchey 239.213.5044 jfritchey@naplesgov.com	NOVA is providing Plans Examination and Code Compliance Inspector Services Contract for all of City of Naples departments on renovations, additions, and new construction for governmental projects.	2013-ongoing

PROJECT	CLIENT	CONTACT	DESCRIPTION	DATES
City of Miami Beach Plan Review, Inspection and Property Condition Assessment Outsourcing	City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33139	Anthony Kaniewski 305.673.7000 anthonykaniewski@miamibeachfl.gov	Provided Building Inspection Plans Review Services in various disciplines and permit clerks to provide professional services for the city's building department. Also conducted and documented detailed facility condition assessments of various buildings/assets owned by the City of Miami Beach and developed a schedule for assets and equipment replacement within the building/assets to include current and projected future replacement costs.	2010-2015
Hillsborough County Plan Review and Inspection Services	Hillsborough County 601 East Kennedy Boulevard Tampa, FL 33602	John Barrios 813.272.5600 john.barrios@tampagov.net	Building Official, Construction Administration, Permitting, Building Inspection, Plan Examination Services and Building Department Administration Support	2013-ongoing
City of Largo Plan Review and Inspection Services	City of Largo Building Services 201 Highland Avenue N., FL 33770	Robert Hatton 727-586-7488	Building Official, Construction Administration, Permitting, Building Inspection, Plan Examination Services and Building Department Administration Support	2016-ongoing

SECTION 4 – PRICE PROPOSAL

Based on the information provided, the Town of Loxahatchee Groves currently assigns an average of 250 permits per year to Palm Beach County for plans review and inspections on a variety of categories. Based on the provided information this volume of permitted work currently generates approximately \$30,000 per year in permit application fees to for Loxahatchee Groves. It is our understanding that the government of Loxahatchee Groves is considering establishing a local building department to have more local control of code enforcement and increase revenue generation from permit and inspection fees. Considering the estimated average volume of permit applications, NOVA proposes to provide a full time Building/Code Enforcement official that can perform varying tasks related to plans review, building code inspections, and code enforcement in addition to a part time administrative/permit coordination support position. with occasional support from our local pool of certified plans examiners and inspectors. The town of Loxahatchee Groves intends to contract these services by “piggybacking” on an existing similar contract with another municipality under Florida Statutes § 189.4221. Services provided by NOVA will be provided under the same terms and conditions as our existing contract for the Town of Jupiter and will be invoiced on a monthly basis in accordance with the established rate under said contract. Based on the this, NOVA has prepared the following estimate of fees below:

MUNICIPAL SUPPORT ESTIMATED FEES

1. Building Official for plans review, inspections, and code enforcement
Estimated 2,040 hours per year at \$95 per hour\$ 193,800
2. Administrative Support/Permit Coordinator
Estimated 1,040 hours per year at \$45 per hour\$ 46,800
3. Additional Support/Contract Administration
Estimated 104 hour per year at \$95 per hour.....\$ 9,880

ESTIMATED YEARLY FEES\$ 250,480

It should be noted that the estimated fees presented above are based on the resources needed to service a permit load similar to what has been provided by Loxahatchee Groves as historical data. Services will be scaled as-needed basis to adequately serve the needs of the new building department and as such may vary from those presented above. All services provided will be invoiced in accordance with the rates below.

Building Official/Assistant Building Official.....	\$ 95/hr
Plans Examiner	\$ 75/hr
Building Code Inspector.....	\$ 75/hr
Senior Professional/Project Manager	\$ 95/hr
Administrative Support/Permit Technician	\$ 45/hr

APPENDIX A – RESUMES OF KEY PERSONNEL

JOSEPH BERKO, BU, BN, PX

Building Code Administrator

PROFESSIONAL EXPERIENCE

Mr. Berko serves as Building Code Administrator for NOVA's Ft. Myers, Florida office. Mr. Berko has more than 20 years of experience. Overseeing and enforcing all phases of construction, infrastructure, superfund and environmental projects for government and private sector clients. Experience includes Government Departmental Construction Management of up to 30 personal in a high-profile destination City. Backed by strong credentials and a proven history of on time, on budget, high quality project completions as a SR. Project Manager & Building Code Administrator. He has been with NOVA since 2011 and is based from our Ft. Lauderdale office.

Education:

Construction Management,
United Brotherhood of
Carpenters, 2001

Certifications / Registrations:

BN 5983
BU 1601
PX 3047

REPRESENTATIVE PROJECT EXPERIENCE

Municipal

Collier County, Naples, FL

Education

Lely High School, Naples, FL

Lely Elementary School, Naples, FL

Golden Gate Middle School,
Naples, FL

Seacrest Country Day School Ball
Field, Naples, FL

Residential

Fridkin Residence, Naples, FL

Talis Park Building, Naples, FL

Bonita National, Bonita Springs, FL

Venetian Apartments, Fort Myers, FL

Stonecreek, Naples, FL

Bonita Landing, Bonita Springs, FL

Reflection Isles, Fort Myers, FL

Fiddlers Creek, Naples, FL

Carrara – Talis Park, Naples, FL

Groves at Orange Blossom,
Naples, FL

Artesia, Naples, FL

Bella Vida, Cape Coral, FL

Talis Park Building 10 & 15,
Naples, FL

Montalvo, Naples, FL

Mirada, Fort Myers, FL

Raffia Preserve, Naples, FL

Pelican Preserve, Fort Myers, FL

The Place at Corkscrew, Estero, FL

La Morada, Naples, FL

Marbella Isles, Naples, FL

Multi-Family/Mixed Use

Twin Eagles, Naples, FL

Treviso Bay, Naples, FL

Moorings Park, Naples,
FL

Vi Living at Bentley Village, Naples,
FL

Hotel

Marco Island Marriott Lanai
Building, Marco Island, FL

Woodsprings Suites Hotel, Naples,
FL

Manufacturing & Industrial

Moorings Park Woodshop,
Naples, FL

Transportation

San Marco/Heathwood Pavement
Coring, Marco Island, FL

JASON D. HILL

Executive Vice President/Principal-in-Charge

PROFESSIONAL EXPERIENCE

Jason Hill's background in the construction industry has been extensive. Mr. Hill brings over 20 years of combined professional experience within the consulting engineering field. Starting as a concrete technician in the mid 1980's, and subsequently expanding into various materials testing and code compliance roles, Mr. Hill obtained an extensive knowledge in the materials testing and geotechnical engineering fields. In the early 1990's, he took on the task of project manager where he oversaw as many as 30 projects at a time and his project management skills were honed. For the past 15 years, Mr. Hill has served positions as Branch Manager, District Manager, Regional Chief Executive, and now serves as Nova's Executive Vice President overseeing operations in Florida. Presented below is a brief list of specific contracts and projects managed by Mr. Hill. His home office is in Fort Lauderdale.

Education:

BS in Building Construction
Virginia Polytechnic Institute &
State University

Certifications / Registrations:

Certified in Floor Flatness
Measurements, FACE

Affiliations:

Florida Educational Facilities
and Planners Association
American Society of Civil
Engineers
Team FL
Building Officials Association of
Florida

REPRESENTATIVE PROJECT EXPERIENCE

Government

City of Ft. Myers, FL
City of Desoto, FL
City of Astatula, FL
City Clermont, FL
City of Clearwater, FL
City of North Port, FL
City of Pinellas Park, FL
City of Tavares, FL
City of Westlake, Westlake, FL
City of West Palm Beach, West Palm
Beach, FL
Colonial Terrace Area A Utility and
Drainage, Fort Myers, FL
Municipal Support Services, Lee
County, Fort Myers, FL
Collier County Municipal Support,
Naples, FL
Keys Disaster Debris Management,
Keys, FL
Krome Detention Center, Miami, FL
US Army Corps of Engineers Miami
Dade, Miami, FL
Port of Miami, Miami, FL
Southwest Florida Water
Management District, FL

Office

Met 2 Hotel and Office, Miami, FL
Met 1 Hotel and Office, Miami, FL
Beacon Lakes Offsite Asphalt,
Miami, FL
3301 - 3499 42nd Street - Port 95,
Miami, FL
Flightway 14 Buildings A & B,
Hialeah, FL
Beacon Lakes - Building 27, Miami,
FL
Citi Miami Center Ground Floor,
Miami, FL
Telemundo Broadcast Center,
Miami, FL
Telemundo Warehouse Center,
Miami, FL
Brickell World Plaza Phase 2A,
Miami, FL
KLX Aerospace Solutions Building
Shell, Hialeah, FL
KLX Aerospace Solutions Tenant
BuildOut, Hialeah, FL
Vana Laser @ 1800 Bay Road,
Miami Beach, FL
B&A Gourmet Foods, Hialeah, FL

REPRESENTATIVE PROJECT EXPERIENCE

Education

Miami Dade College Hialeah
Campus Bldgs. 1780 & 1790,
Hialeah, FL

Miami Dade College Hialeah
Campus Parking Garage, Hialeah,
FL

Miami Dade College West Campus,
Doral, FL

Miami Dade College Interamerican
Plaza Bldg 6, Miami, FL

Miami Dade College West Campus -
Bldgs. 1000 & 2000, Doral, FL

Miami Dade College West Campus
Parking Garage, Doral, FL

Miami Dade College Wolfson
Campus Bldg 9000, Miami, FL

Miami Dade College Wolfson
Campus Freedom Tower, Miami, FL

Miami Dade County School Board,
FL

Lee County School District, FL

Polk State University, Lakeland, FL

Sumter County School District, FL

St. Leo College, St. Leo, FL

Pinellas County School District, FL

Hernando County School District, FL

Charlotte County School District, FL

Hillsborough Community College,
Lakeland, FL

Manatee County School District, FL

Collier County School District, FL

Florida Gulf Coast University, Fort
Myers, FL

NOVA Community College, Davie, FL

Broward County School District, FL

Franklin Academy Charter School,
FL

Six Mile Cypress Charter School,
Fort Myers, FL

Gateway Charter School, FL

St. Stephen's Episcopal Day School,
Coconut Grove, FL

Lemon Bay High School,
Englewood, FL

Airport

Tampa International Airport, FL

Dallas Fort Worth International
Airport, TX

Dallas Love Field, TX

Sumter County Airport, FL

Fort Lauderdale International
Airport, FL

REPRESENTATIVE PROJECT EXPERIENCE

Multi-Family/Mixed-Use

Tranquility, Hope Sound, FL

Red Road Residences, Miramar, FL

Winchester Gardens Apartments,
Dade County, FL

Hainlin Apartments, Dade County, FL

Plantation Gardens, Plantation, FL

Midtown Miami 6, Miami, FL

100 Las Olas, Fort Lauderdale, FL

Oak Run II at Sarasota National,
Bradenton, FL

Bonita National Terrace III, Bonita
Springs, FL

Treviso Bay, Naples, FL

Paseo de la Riviera, Coral Gables, FL

Velero, Fort Lauderdale, FL

The Bartram Facilities, Gainesville,
FL

Twin Eagles, Naples, FL

Moorings Park, Naples, FL

Genova Multi-Family Building, Estero,
FL

Venetian Building and Garage, Fort
Myers, FL

Residential

Westlake, Westlake, FL

Estates of Raintree, Pembroke Pines,
FL

Grove at Raintree, Pembroke Pines,
FL

Cove at Lago Mar, Plantation, FL

Paraiso Bay Campus, Miami, FL

Cavalía, Davie, FL

Lake Delray Apartments, Delray
Beach, FL

Flamingo South Beach Center Tower,
Miami Beach, FL

Bonita National, Bonita Springs, FL

Marina Bay, Fort Myers, FL

Mirada, Fort Myers, FL

Groves at Orange Blossom, Naples,
FL

Portico, Fort Myers, FL

Raffia Preserve, Naples, FL

Artesia, Naples, FL

The Place at Corkscrew, Estero, FL

La Morada, Naples, FL

Stonecreek, Naples, FL

Orange Blossom Ranch, Naples, FL

Bella Vida, Cape Coral, FL

Recreation

Seminole Coconut Creek Casino,
Coconut Creek, FL

Immokalee Casino, Immokalee, FL

Playboy Marine, Dania Beach, FL

Harold Park Recreation Center, Port
Charlotte, FL

REPRESENTATIVE PROJECT EXPERIENCE

Healthcare

St. Joseph Hospital North,
Hillsborough County, FL

Georgetown South Carolina Hospital,
SC

Grand Strand Regional Medical
Center, Myrtle Beach, SC

Florida Medical Centers, various
locations

Conway Hospital addition &
renovation, Conway, SC

JFK Medical Center, Atlantis, FL

Jog Medical Center, Greenacres, FL

CSL Plasma Center, Ives Dairy,
Miami, FL

Mount Sinai Heart Sculpture, Miami
Beach, FL

BHM Medical Specialties Building
Demo, Doral, FL

BHM Central Energy Plant Expansion,
Miami, FL

BHM SSB 2-3 Floors Scholar Lab &
Admin, Miami, FL

Mount Sinai Power Plant EC1 & EC2,
Miami Beach, FL

Mount Sinai Future Enabling
Building, Miami Beach, FL

Mount Sinai FPL Vault, Miami Beach,
FL

Mount Sinai Surgery Bed Tower,
Miami Beach, FL

Mount Sinai Surgery Bed Tower
Phase 2, Miami Beach, FL

Fresenius Medical Care – Miami,
Miami, FL

VI Lakeside Village Kitchen &
Laundry, Lake Worth, FL

Fresenius Medical Care - Plantation
8477, Plantation, FL

Westside Regional Bed Expansion,
Plantation, FL

Jackson Memorial Rehabilitation
Hospital, Miami, FL

Fresenius Medical Care, Miami, FL

Fresenius Medical Care, Miami
Shores, FL

Jackson Memorial Emergency
Department, Miami, FL

Retail

Home Depot, various locations

Place at Hollywood, Hollywood, FL

Krispy Kreme Doughnuts, Miami, FL

Apple Aventura Mall Flagship Store,
Miami, FL

Pembroke Lakes Mall Sears/AMC,
Pembroke Pines, FL

WAWA, Vero Beach, FL

Design District, Miami, FL

Starbucks at Courthouse Shadows,
Naples, FL

Malibu Farms Restaurant, Eden Rock
Hotel, Miami Beach, FL

Winn Dixie, Homestead, FL

Harvest Delights, Doral, FL

Il Riccio Restaurant, Miami Beach,
FL

Chotto Matte Restaurant, Miami
Beach, FL

Tenant Building at Downtown
Marketplace, Fort Lauderdale, FL

Time Out Market, Miami Beach, FL

Dick's Sporting Goods, St.
Petersburg, FL

Dollar General, Cape Coral, FL

Transportation

Florida Turnpike Enterprise, FL

I-595 CEI, FL

Florida FDOT Districts 4 & 6, FL

REPRESENTATIVE PROJECT EXPERIENCE

Hotel

Woodsprings Suite Hotel, Miami, FL

Woodsprings Suite Hotel, Doral, FL

Woodsprings Suites Hotel, Tamarac, FL

Woodsprings Suites Hotel, Miramar, FL

Woodsprings Suites Hotel, Naples, FL

Woodsprings Suites Hotel, West Naples, FL

Pier 66 Hotel Renovation, Fort Lauderdale, FL

Plymouth Hotel, Miami Beach, FL

Ansonia Hotel, Miami Beach, FL

Berkeley Shore Hotel, Miami Beach, FL

Eden Roc Hotel Renovation, Miami Beach, FL

Marbella Lobby Renovation, Boca Raton, FL

Santa Barbara Hotel, Miami Beach, FL

Sadigo Court Hotel, Miami Beach, FL

Hotel 18, Miami Beach, FL

Seminole Hollywood 11th & 12th Floor Renovation, Hollywood, FL

Marco Island Marriott Lanai Building, Marco, FL

Fairfield Inn, Bonita Springs, FL

Hampton Inn, Clewiston, FL

Olde Marco Island Inn & Suites, Marco Island, FL

Villa de Marco, Marco Island, FL

JAVIER JIMENEZ, PE

Senior Engineer/Business Unit Manager

PROFESSIONAL EXPERIENCE

Mr. Jimenez began his civil and structural engineering career in 1996 working on a variety of public and private projects ranging from design of NFL stadiums to construction of multi-million dollar highway projects. Mr. Jimenez's project experience includes performing building envelope evaluations, Infrastructure evaluations, roof testing and design, property condition assessments, forensic testing and evaluations, moisture intrusion, mold and indoor air quality services and environmental services.

In addition, Mr. Jimenez has performed structural analysis and design of commercial structures under lateral and dynamic loads such as wind and seismic loadings, design and analysis of telecommunication towers and sites, Geotechnical engineering, Construction Materials Testing and Quality Assurance Inspections and Testing, and the permitting of design drawings. Mr. Jimenez has also served as a special inspector and performed threshold inspections; he is familiar with code requirements under ACI, AISC, ASCE 7, FBC, IBC and TIA 222.

Mr. Jimenez serves as the Business Unit Manager of our Fort Lauderdale office. In this role, his responsibilities include day to day management and oversight of all business activities of the office, which includes ensuring technical quality control and oversight and client relations.

Education:

B.C.E., Civil Engineering,
Georgia Institute of
Technology, 1996
Certificate in Composite
Materials Engineering, Georgia
Institute of Technology, 1996
M.S.E., Civil Engineering,
University of Michigan, 1998

Certifications / Registrations:

Professional Engineer: FL,
Puerto Rico
Leadership in Energy and
Environmental Design
Accredited Professional
(LEED AP)

REPRESENTATIVE PROJECT EXPERIENCE

Multi-Family/Mixed Use

Midtown II, Miami, FL
Argyle Townhomes, Miami, FL
Continuum, Miami Beach, FL
Cove at Lago Mar, Plantation, FL
Dalton Place, Miami, FL
Oakland Preserve, Oakland Park, FL
Paraiso Bay, Miami, FL

Retail

Citi Miami Renovations, Miami, FL
1800 Bay Road Boutique, Miami, FL
723 Lincoln Road, Miami Beach, FL
801 Lincoln Road, Miami Beach, FL
Pembroke Lakes Mall Sears/AMC,
Pembroke Pines, FL
Sawgrass Mills Mall Expansion,
Sunrise, FL
TD Bank, Miami, FL
Wal-Mart, Punta Gorda, FL

Recreational

Gillette Field, Foxboro, MA
Heinz Field, Pittsburgh, PA
Comerica Park, Detroit, MI
M&T Bank Stadium, Baltimore, MD

Hospitality

Berkeley Shores Hotel, Miami
Beach, FL
Plymouth & Ansonia Hotels, Miami
Beach, FL
Greystone Hotel, Miami Beach, FL

Healthcare

Mount Sinai Medical Center, Miami
Beach, FL
Jackson Memorial Hospital, Miami,
FL

Affiliations:

American Society of Engineers
Florida Engineering Society
American Concrete Institute
American Society of Civil
Engineers (ASCE), Member
American Institute of Steel
Construction
American Welding Society
Deep Foundation Institute
Florida Concrete & Products
Association

REPRESENTATIVE PROJECT EXPERIENCE**Municipal/Government**

City of Miami
Broward County
Miami-Dade County
City of Fort Lauderdale
City of Riviera Beach
City of Coral Springs
Collier County Government
City of Naples
City of Miami Beach
City of North Miami Beach
City of Westlake

Transportation

Miami International Airport Traffic
Control Tower Demolition, Miami, FL
PR-#30 Extension, Naguabo,
Puerto Rico
Ft. Lauderdale International Airport,
Hollywood, FL
Golden Gates Overpass, Naples, FL
Turnpike Enterprise, FL

Education

Miami-Dade County Public Schools
Broward County Public Schools
School Board of St. Lucie County
Miami Dade College
Ave Maria University
Florida International University

**AGREEMENT BETWEEN THE CITY OF WESTLAKE
AND
NOVA ENGINEERING AND ENVIRONMENTAL, LLC**

THIS AGREEMENT made and entered into this 8th day of June, 2020 by and between, the City of Westlake ("CITY"), a municipality, located in Palm Beach County, Florida and whose address is 4001 Seminole Pratt Whitney Road, Loxahatchee, Florida 33470, and Nova Engineering and Environmental, LLC, consultants and engineers whose address is 4350 Oakes Road, Suite 518, Fort Lauderdale, Florida 33314 ("NOVA"), the parties agree to enter into a "piggyback" contract with modifications as contained herein, all other provision in the agreement not modified herein, remain in full force and effect.

RECITALS

WHEREAS, the City was incorporated on June 20, 2016, and whereas the City does not intend to have employees of the City, but intends to enter into contract service agreements to provide traditional municipal services to the City of Westlake; and

WHEREAS, the City is electing to waive the competitive bid process for the provision of building inspection and plan examination services, including building inspections, a building official and other functions typically provided by a municipal building department; and

WHEREAS, Nova has an existing contract for building inspection and plan examination services with the Collier County Board of County Commissioners, which contract was entered into through the competitive bid process and said contract is still valid and existing; and

WHEREAS, the City Council determined that Nova is qualified to serve as Building Official, providing building inspection service, plan examination service and any other services as requested by the City Manager; and

WHEREAS, the City intends to employ Nova to provide professional building services to the City, which services may include, but are not limited to building review, plan review, plan examination, construction administration, permitting, and any other service as requested by the City Manager; and

WHEREAS, Nova shall serve as City's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the City during the performance of its services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the acts and deeds to be performed by the parties, and the payments by the City to the Nova of the sums of money herein specified, the City and Nova wish to enter into this agreement between them, as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND TERM. Nova's existing contract with the Collier County Board of County Commissioners is attached hereto and incorporated herein, as Exhibit "A". All references to Collier County or Collier County Board of County Commissioners shall mean the City of Westlake, Florida.

This provision shall replace, paragraph I, "Agreement Term", and shall be replaced with the following term. This Agreement shall commence upon full execution by all parties hereto and shall be for a two (2) year term, with the option to renew for an additional two (2) year term.

ARTICLE 2. SCOPE OF SERVICES. Nova will provide general building inspection and plan examination services as set forth in RFP #16-6544, with the Collier County Board of County Commissioners. The RFP and Nova's responses thereto are attached hereto as Exhibit "B". In addition to the scope of services as set forth in the Agreement, Nova shall also provide the services as set forth below:

1. Nova shall act in the capacity of the building official for the City of Westlake in ensuring compliance and consistency with the Florida Building Code and all other rules, regulations and laws of the State of Florida.
2. Preparation of any agenda memorandums, any necessary reports, plan amendments or building documents requested by the City Manager, complete final inspection issues on construction projects and attendance at meetings with management and meetings of the City Council.
3. All special projects assigned to Nova shall be approved by the City Manager prior to the commencement of any special project. In addition, Nova shall not commence any special project until a written work authorization has been issued or a Purchase Order received. Any assigned special project shall be performed within the time frame established by the CITY and Nova in each work authorization. Minor adjustments to the timetable from completion approved by CITY in advance, in writing, will not constitute non-performance by Nova per this Agreement.

ARTICLE 3. COMPENSATION & REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by NOVA, its employees, or its consultants in the interest of the project for the incidental expenses as may be approved by the City Manager. Compensation is as set forth in the response to the RFP, as Cost Proposals, which are listed on an hourly basis for services to be performed.

ARTICLE 4. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by the NOVA pursuant to this Agreement are the property of the City. NOVA does not represent that the documents may be suitable for reuse by the City or others for any extensions of the work for which they were provided or any other project without consent by NOVA. Any reuse without specific written consent by NOVA will be at the City's sole risk and without liability or legal exposure to NOVA.

ARTICLE 5. CONTINGENT FEE. NOVA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Nova, 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 Nova, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 6. PUBLIC RECORDS. This provision shall be added to the General Conditions, contained within paragraph VI(CC), Public Records, as paragraph (e).

- (e) Upon completion of this Agreement, transfer to City, at no cost, all public records in possession of Nova upon termination of this Agreement or keep and maintain public records required by City to perform the services. If Nova transfers the records to City, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt. If Nova keeps and maintains public records upon completion of this Agreement, Nova shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City. The failure of Nova to comply with the provisions set forth in this section shall constitute a material breach of this Agreement entitling City to exercise any remedy provided in this Agreement or under applicable law.

ARTICLE 7. CONTROLLING LAW. This provision replaces the General Conditions, contained within paragraph VI(U). NOVA and the CITY agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any legal dispute in a court of law shall be Palm Beach County, Florida.

ARTICLE 8. VENUE. This provision replaces the General Conditions contained within paragraph 23. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Palm Beach County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE 9. TERMINATION. This provision replaces, the "Termination for Cause" provision provided under the General Conditions, contained within paragraph VI(C). The CITY or NOVA may terminate this Agreement without cause upon sixty (60) days written notice. At such time as NOVA receives notification of the intent of the CITY to terminate the contract, NOVA shall not perform any further services unless directed to do so by the City Manager. In the event of any termination without cause, NOVA will be paid for services rendered to the date of termination and all reimbursable expenses incurred to date of termination.

The City may terminate this Agreement with cause upon written notice to NOVA. NOVA shall have thirty (30) days to cure any default for cause. In the event of any termination for cause where NOVA does not cure within the 30- day time frame, NOVA shall not perform any further services for the CITY after NOVA's receipt of notification of termination for cause, but NOVA shall be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

ARTICLE 10. RECOVERY OF COSTS AND FEES. This provision shall be added to the General Conditions, contained within paragraph VI(A). In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party direct costs incurred, including reasonable attorneys' fees.

ARTICLE 11. FEE SCHEDULE. Exhibit 'C' Collier County Growth Management Department Development Fee Schedule shall not apply. The City of Westlake fee schedule shall be applicable.

ARTICLE 12. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. As to the City: Kenneth Cassel, Manager
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470
- With a copy to: Pam E. Booker, Esquire
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
- B. As to Nova: Nova Engineering & Environmental, LLC
4350 Oakes Road, Suite 518
Ft. Lauderdale, FL 33314

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the City and counsel for the Engineer may deliver Notice on behalf of the City and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth herein.

ARTICLE 11. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the City and Nova in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

Attest: **CITY OF WESTLAKE, FLORIDA**

Zoie Burgess, City Clerk

By: _____
Roger Manning, Mayor

NOVA ENGINEERING & ENVIRONMENTAL, LLC

By: _____
Jason Hill

Collier County
Administrative Services Department
Procurement Services Division

12/30/19

Jason Hill, Executive Vice President
Nova Engineering and Environmental, LLC
5475 Lee Street, Suite 303
Lehigh Acres, Florida 33971
Via Email: jhill@usanova.com

RE: Contract Renewal for # 16-6544 "Planning and Regulation Staffing"

Dear Mr. Hill:

Collier County would like to renew the above contract under the same terms and conditions for an additional two (2) year period in accordance with the renewal clause in the contract.

If you are agreeable please indicate your intentions by providing the information requested below and executing the acceptance section:

☒	I am agreeable to renewing the above referenced contract under the same terms, conditions, and pricing as the existing contract.
☐	I am not agreeable to the renewal of this contract.

By executing the section below, this contract will be in effect from 5/24/20 until 5/23/2022.

Acceptance of Contract Renewal	
Company Name	Nova Engineering
Company Signature	Jason Hill
Print Name	Jason Hill
Signature Date	1/7/2020



RE: Contract Renewal for # 16-6544 "Planning and Regulation Staffing"

Updated Contact Information (Only if addressee information on the first page is incorrect)	
Contact Name	<u>Jason Hill</u>
Telephone Number	<u>(239) 599-5450</u>
FAX Number	<u>(239) 491-6281</u>
Email Address	<u>JHill@USANova.com</u>

Collier County Procurement Services is pleased to announce, it has partnered with BidSync to provide Free web-based Bidding services to its vendors, suppliers and contractors.

We are now "live on the new bidding platform. Register today at www.bidsync.com.

For Registration Assistance, please contact BidSync customer service at

800-990-9339 Or email: support@bidsync.com.

Please return this letter to the Procurement Services Division with your response no later than 1/7/20. You may email your response to: email Renewals@colliercountyfl.gov. If you have any questions you may contact me at 239-252-8407.

Respectfully,

DoriaPriscilla

Digitally signed by DoriaPriscilla
DN: dc=net, dc=colliergov, dc=bcc,
ou=Divisions, ou=ASD, ou=ASD Purchasing,
ou=Purchasing User Accounts, cn=DoriaPriscilla,
email=Priscilla.Doria@colliercountyfl.gov
Date: 2019.12.30 08:25:53 -05'00'

Priscilla Doria

Interim Procurement Contract Manager – Procurement Services Division

C: Rose Burke, GMD: Operations & Regulatory Management

Collier County
Administrative Services Department
Procurement Services Division

Wednesday, June 08, 2016
Jason Hill, Executive Vice President
Nova Engineering and Environmental, LLC
5475 Lee Street, Suite 303
Lehigh Acres, Florida 33971

RE: **Contract #16-6544 "Planning and Regulation Staffing"**

Dear Mr. Hill. :

We are pleased to enclose your copy of the fully executed agreement for the above-referenced services which was approved by the Board of County Commissioners on Agenda Item.

We anticipate a successful relationship, and in order to meet that goal, we want to convey our expectations regarding your role as a contractor as follows:

1. Flexibility in making changes, including resource allocation as the need arises;
2. Creativity in finding cost-effective solutions to unanticipated problems;
3. Cooperation and timely communication with County Project Manager and staff;
4. Proper documentation of costs and expenses associated with this contract.

Congratulations on the award of this contract; should you have any questions, please do not hesitate to contact me at 239-252-6098.

Regards,



Adam Northrup
Procurement Strategist

C :Kenneth Kovensky, Division Director/Operations & Regulatory Management
Enclosure



AGREEMENT #16-6544

for

Planning and Regulation Staffing

THIS AGREEMENT, made and entered into on this 24th day of May 2016, by and between Nova Engineering and Environmental, LLC, authorized to do business in the State of Florida, whose business address is 5475 Lee Street, Suite 303, Lehigh Acres, Florida 33971 (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

1. **AGREEMENT TERM.** The Agreement shall be for a two (2) year period, commencing on date of Board award and terminating on two (2) year(s) from that date.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional two (2) year periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than 10 days prior to the end of the Agreement term then in effect.

2. **STATEMENT OF WORK.** The Contractor shall provide Planning and Regulation Staffing Services in accordance with the terms and conditions of RFP #16-6544, Exhibit A - Scope of Work, and the Contractor's proposal referred to herein and made an integral part of this Agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.
3. **THE AGREEMENT SUM.** The County shall pay the Contractor for the performance of this Agreement based upon either of the following options, which shall be clearly indicated on the purchase order:



Method 1 - a revenue share basis of 85% to the Contractor and 15% to the County based upon the current Collier County Growth Management Department, Planning and Regulation Fee Schedule herein attached as Exhibit C; or

Method 2 - by hiring specifically identified personnel categories in accordance with the hourly rates as set forth and identified in Exhibit B, attached herein and incorporated by reference and the price methodology as defined in Section 3.1.

Any future updates to the Exhibit C, Collier County Growth Management Department, Planning and Regulation Fee Schedule may be made via a Change by Letter. Hourly rates as set forth in Exhibit B shall be the maximum rates charged and will remain in effect for the initial term of the agreement. The rates may be reviewed annually after the initial term and may be updated by mutual agreement on an annual basis. Payment will be made upon receipt of a proper invoice and upon approval by the Contract Manager or his designee, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

3.1 Price Methodology: The County agrees to pay the Contractor on a Time and Materials basis for the amount of labor time spent by the Contractor's employees and subcontractors to perform the work (number of hours times hourly rate). As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), and if applicable, other reimbursable documentation for the Work.

3.2 Any County agency may purchase products and services under this Agreement, provided sufficient funds are included in their budget(s).

3.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C-2.

5. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or faxed to the Contractor at the following Address:

Nova Engineering and Environmental, LLC
5475 Lee Street, Suite 303
Lehigh Acres, Florida 33971
Attention: Jason Hill, Executive Vice President
Telephone: 239-599-5450
Email: jhill@usanova.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or faxed to the County to:

Collier County Government Center
Procurement Services Division
3327 Tamiami Trail, East
Naples, Florida 34112
Attention: Joanne Markiewicz, Director, Procurement Services Division
Telephone: 239-252-8407
Facsimile: 239-252-6480

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

6. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
7. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

8. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or

municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

9. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

10. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

11. **INSURANCE.** The Contractor shall provide insurance as follows:

- A. **Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
- B. **Business Auto Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- C. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

- D. **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

Special Requirements: Collier County Government shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

12. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

12.1 The duty to defend under this Article 12 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 12 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Growth Management Department.
14. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
15. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), Exhibit A - Scope of Work, Exhibit B - Hourly Rates, Exhibit C - Collier County Growth Management Department /Planning and Regulation Fee Schedule, RFP #16-6544 Scope of Work and Addendum.
16. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
17. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
18. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes,

ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes), and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(d) and (3) as stated as follows:

- (2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency 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 public agency all public records in possession of the 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 must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

19. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES. Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful proposer.
20. AGREEMENT TERMS. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
21. ADDITIONAL ITEMS/SERVICES. Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.
22. DISPUTE RESOLUTION. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.
23. VENUE. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
24. KEY PERSONNEL/PROJECT STAFFING. The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the project/services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates or dates set forth in the Project Schedule. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better

qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

25. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents,
26. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

* * * * *

IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Dwight E. Brock, Clerk of Courts

By: Theresa Cannon

Dated: 6/3/16

(SEAL)
Attest as to Chairman's
signature only.

N. Foresman

First Witness

Natalie Foresman

↑Type/print witness name↑

X. Morales

Second Witness

Xiomara Morales

↑Type/print witness name↑

Approved as to Form and Legality:

Scott R. Teach

Assistant County Attorney

Deputy Scott R. Teach

Print Name

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: Donna Fila

Donna Fila, Chairman

Nova Engineering and Environmental, LLC
Contractor

By: Jason Hill

Signature

Jason Hill, EVP

↑Type/print signature and title↑

Exhibit A Scope of Work

The Contractor will provide comprehensive staffing and service support to the Growth Management Department for operational requirements for planning and regulation. These resources shall provide services to augment staff in the Growth Management Department during peak periods for building permit applications, reviews, inspections, and all other related support functions. Such other related functions include but are not limited to land use review, architectural review, engineering review, and addressing and GIS support.

The Contractor's Personnel Requirements consist of the following, but not limited to:

1. Performs technical spatial data processing work (data creation, manipulation, analysis, and cartographic/data output) specializing in Geographic Information Systems and information technology. Responsible, under general supervision, for creating and maintaining various primary and secondary spatial databases (using Environmental Systems Research Institutes (ESRI), GIS software). Must possess working knowledge and understanding of GIS map generation using ESRI's ArcMap software; spatial and attribute digital data capture and editing procedures; review and cross-checking of spatial/attribute relationships in digital products; cartographic data requirements necessary for developing any given GIS product; computer aided drafting software programs.
2. Interprets, explains, and ensures architecture compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, architectural standards, technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and architectural standards; reviews changes to construction plans; provides recommendations and comments on development plans. Performs site visits or field inspections of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; sets elevation; takes photographs and measurements of field conditions. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Architect Registration.
3. Interprets, explains, and ensures engineering compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, engineering standards,

technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction/engineering plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and engineering standards; reviews engineering studies, engineering reports, and cost estimates; reviews changes to construction plans; provides recommendations and comments on development plans. Performs site visits, field inspections, or land surveys of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; performs surveying to collect data; sets elevation; takes photographs and measurements of field conditions. Reviews sewer video recordings using a Pipeline Assessment Certification (PAC) certified technician under the direction of a Florida registered professional engineer and provides a findings report that conforms to PAC and Collier County Public Utilities District (CCPUD) standards. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Engineer License with emphasis in building construction and design.

4. Provides customer service and administrative/clerical support for the issuance of building and development permits. Receives permit applications and supporting documentation; determines what information and actions are needed to approve permit depending upon the nature/type of the permit requested. Researches Collier County Land Development Code (LDC) and Planned Unit Developments (PUD) to determine setbacks and/or verify that structures can be constructed; interprets LDC, PUD, County Ordinances and other codes, regulations and standards as they apply to each permit application. Verifies contractor license validity, determines spot survey and FEMA requirements for each permit application. Issues permits upon receipt of all documentation and required approvals. Calculates and issues related payment slips.
5. Examines construction plans and specifications for buildings, residence dwellings and/or other structures to determine compliance with the provisions of the County's Building, Mechanical, Electrical and Plumbing codes, and zoning ordinance for issuance of building permits. Identifies any defects or inadequacies; prepares plan check correction reports; approves plans that comply. Reviews corrections and changes submitted for plans that were rejected and revisions to plans that originally passed and already permitted; prepares and files code compliance reports. Reads and interprets blueprints, construction plans, specifications and technical drawings; reviews same for compliance with applicable engineering codes, ordinances and regulations; prepares energy calculations and fixture counts. Approves permits for construction; calculates and assesses proper fees for permits and/or inspections. Must possess and maintain Building Plans Examiner license in the specific category to perform plans review in the State of Florida

6. Travels to construction site locations and performs field inspections of new or existing buildings during various stages of construction and remodeling to ensure compliance with applicable building, electrical, plumbing, gas, and mechanical codes. Reviews quality of installation and workmanship of various components and systems to ensure proper installation and function. Provides direction when deficiencies or violations are discovered; issues citations for noncompliance with appropriate codes; suspends construction as necessary. Observes job site safety of projects on county property; ensures proper hazard signage to limit danger of injury to construction personnel, the public, the neighbors, site visitors, and other inspectors. Must possess and maintain Building Inspector license in the specific category to perform inspections in the State of Florida.
7. Conducts plan review of site development and site improvement plans for compliance with the Land Development Code (LDC) that would normally be associated with obtaining a building permit including architectural review. Researches, reviews and prepares for approval building permits, zoning certificates for all businesses obtaining occupational licenses, temporary use permits and building permits. *Florida Certified Professional Architect qualification is required*
8. Prepares and processes program/operational documents (permits, work orders, project records, etc.). Researches, assembles and compiles information needed to complete documents. Answers Division telephones; assists callers with questions regarding division programs, services or procedures; refers callers to other staff members as appropriate; and takes messages. Receives, screens and assists visitors and/or customers; provides information; and/or directs visitors to appropriate staff member or division. Provides information regarding division programs; explains policies and procedures and receives applications, requests and/or complaints for processing.

The Contractor shall:

1. Adhere to all State of Florida and County laws and ordinances in the review or completion of responsibilities assigned under this agreement, and must be licensed pursuant to their trades and rules and regulations of the State of Florida governing statutes.
2. Respond to the County's request for service within three (3) business days from the initial point of contact.
3. Provide State of Florida credentialed inspectors, testers, and other identified positions by the Department of Growth Management.
4. Develop communication and escalation strategy for personnel not performing their assigned responsibilities.

5. Complete work (direction from the Growth Management Department project manager) within five (5) business days from the initial point of contact with the public.
6. Reduce invoices by fifty percent (50%) should the Contractor not meet performance measure of five (5) business days to perform the work.
7. Maintain performance and risk management measurement tracking reports and provides to project manager weekly. During the first three (3) months of the contract, the Contractor must collaborate with the County to develop performance metrics, tracking services, positions, costs, schedule completion / overruns, anticipated and unanticipated risks, etc.
8. Provide monthly billing statement/ invoice identifying the positions, services and hours in "line item" detail by function; as fully outlined in Section 3.1 of the Agreement.

Additionally, the Contractor shall:

1. Provide information technology resources and equipment that are:
 - a. Compatible with Collier County Information Technology system protocols and available to provide all provisions of the services required by the scope of work.
 - b. Provided to the staff who are assigned to the RFP scope of service.
2. Provide equipment and resources to assigned staff (other than information technology resources) that shall include vehicles or trucks for building inspections or other services as a part of this contract.
3. For building permits, plan reviews and inspections:
 - a. All inspections requested prior to 8:30 a.m. shall be performed the same business day. Any inspection request made after 8:30 a.m. shall be inspected on the next business day.
 - b. Organize and administer self-funding programs for building permit inspections and related services using the fee schedule approved by Collier County Resolution No. 2010-130, or the most recent version of the fee schedule approved by a Collier County resolution.
 - c. Issue all permits required for development including plan review process, inspections and certificates of occupancy in accordance with all applicable Collier County Ordinances.
 - d. Ensure that all construction activities are permitted and inspected in strict conformance with County's codes and ordinances.
 - e. Make periodic inspections of onsite construction work and enforce specifications and standards set forth in applicable County ordinances, codes and laws. Inspections shall include excavation, subsurface drainage, inlets and manholes

construction, base processing, sidewalks, curbs, median construction and roadway pavement either asphalt or concrete.

- f. Provide assistance in reviewing construction plans submitted by developers to County's Planning and Zoning Department.
4. For planning and zoning services:
- a. Provide information concerning zoning and building codes to the general public, builders, developers, Board of County Commissioners and Planning and Zoning Commission.
 - b. Review, approve and conduct onsite inspections of all new developments for compliance with plans and applicable ordinances.
 - c. Review setbacks and zoning for all commercial and residential building permits.
 - d. Review and approve commercial and residential plans.
 - e. Review construction plans submitted to ensure compliance with the Land Development Code and all local and state building codes.
 - f. Review all submitted material such as Plot Plan, Flood Determination Form, Certificate of Elevation and sewer tie-in to insure compliance with all local and State codes including FEMA regulations.
5. Allow the County to reject employees from the Contractor's pool of candidates, at the County's sole discretion.

Exhibit B
Hourly Rate Schedule
16-6544 - Planning and Regulation Staffing

Line	Position	Hourly Rate
1	Building Official	\$ 95.00
2	Fire Official	\$ 95.00
3	Plans Examiner	\$ 75.00
4	Code Inspector	\$ 75.00
5	Permit Technician	\$ 45.00

The above hourly rates are applicable to Time and Materials Work only. This is a representative list and is not intended to be all-inclusive. Additional hourly rate fees for other personnel categories that may be required for performance of services under this agreement may be added upon mutual agreement in advance and in writing by the County and Contractor, as needed.

Subcontractor

Kimley-Horn and Associates, Inc.

Exhibit C
Growth Management Department Development Fee Schedule
(following this page)

EXHIBIT C



16-6544 - PLANNING AND REGULATION STAFFING

COLLIER COUNTY

GROWTH MANAGEMENT DEPARTMENT DEVELOPMENT SERVICES FEE SCHEDULE

BCC Approved version, June 9, 2015
Effective Date - October 1, 2015

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Fees are in **bold**

FEES ARE ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS RESOLUTION, AND CANNOT BE WAIVED OR SUSPENDED WITHOUT AN ACTION BY THE BOARD OF COUNTY COMMISSIONERS.

ANY QUESTIONS CONCERNING THE APPLICABILITY OF FEES SHALL BE CONCLUSIVELY DETERMINED BY THE DIRECTOR OF THE APPROPRIATE DEPARTMENT, AS APPLICABLE. WHERE AS PART OF A REZONING, PLAT OR SIMILAR APPLICATION TYPE, THE BOARD OF COUNTY COMMISSIONERS DIRECTS APPROVAL OF FUTURE DEVELOPMENT ORDERS DIFFERENT FROM THE STANDARD TYPE OF APPROVAL PROCESSES REQUIRED, THE DIRECTOR OF THE APPROPRIATE DEPARTMENT SHALL DETERMINE THE FEES TO BE APPLIED TO THE PROCESS NECESSARY TO MEET THE BOARDS REQUIREMENTS. THE APPLICABLE FEES SHALL BE THOSE WHICH MOST CLOSELY RESEMBLE THOSE CHARGED FOR SIMILAR PROCESSES INCLUDING EXTRA FEES FOR ADVERTISING AND THE LIKE.

A) ADMINISTRATION

- 1) Official Interpretation Request of Land Development Code (LDC), Growth Management Plan (GMP), or Building Construction Administrative Code (Administrative Code). Based on staff hours: Less than 20 hours **\$1,500.00**, 20 to 40 hours **\$3,000.00**, more than 40 hours **\$5,000.00**
- 2) N/A
- 3) Determination of Vested Rights. **\$100.00** (plus the County's out-of-pocket expenses associated with hearing officer and hearings)
- 4) Appeal of Vested Rights Determination. **\$100.00**
- 5) Amendment to Land Development Code. **\$3,000.00**
- 6) Appeal of an Administrative Decision (as may be provided for in the Collier County Administrative Code or the LDC). **\$1000.00** (non-refundable)
- 7) Appeal to Board of Zoning Appeals or Building Board of Adjustments and Appeals (as may be provided for in the Collier County Administrative Code or the LDC). **\$1,000.00** (non-refundable)

B) BLASTING PERMITS & INSPECTION

- 1) 30 day permit fee, non-refundable payable upon application. **\$250.00**
- 2) 90 day permit fee, non-refundable payable upon application. **\$600.00**
- 3) Yearly permit fee, non-refundable payable upon application. **\$1,500.00**
- 4) Renewal permit fee, non-refundable payable upon application. **\$200.00**
- 5) After-the-fact fee, due to blasting without a permit. **\$10,000.00**
- 6) Fine fee, per detonated shot with after-the-fact permit. **\$200.00**
- 7) Handler fee, for handler who assists the user or blaster in the use of explosives. **\$100.00**
- 8) Blasting Inspection Fee. **\$200.00** (per inspection)
- 9) Inspection fees shall be paid upon issuance of a blasting permit based on the estimated number of blasts. Upon completion, fees will be adjusted to reflect actual number of blasts.

C) ENVIRONMENTAL/LANDSCAPING

- 1) Site Clearing Permit, first acre or fraction of an acre. **\$250.00** each additional acre or fraction of an acre. **\$50.00** (\$3,000.00 maximum)
- 2) Agricultural Land Clearing
 - a. Land Clearing Notification **\$250.00**
 - b. Land Clearing Permit **\$250.00** each additional acre or fraction of an acre. **\$50.00** (\$3,000.00 maximum)

- 3) Landscape Tree Removal Fee **\$250**
- 4) Environmental Impact Statement (EIS) **\$2,500.00** for 1st submittal and 2nd submittal if applicable, 3rd submittal **\$1,000.00**, 4th and subsequent submittals **\$500.00** each
- 5) Landscape Re-inspection 1st **\$50.00**, 2nd **\$75.00**, every inspection afterward **\$100.00**
- 6) Vehicle on the Beach Permit Application. **\$250.00** (Permit fee shall be waived for public and non-profit organizations engaging in environmental activities for scientific, conservation or educational purposes).
- 7) Beach Nourishment Permits - **\$400**
- 8) Special Treatment Review
 - a. First five acres or less. **\$400.00**
 - b. Each additional acre, or fraction thereof. **\$50.00** (\$5,000.00 Maximum)
 - c. n/a
- 9) Coastal Construction Setback Line (CCSL):
 - a. CCSL Permits **\$400.00**
 - b. Variance - Petition. **\$1000.00**
- 10) Sea Turtle Permit-
 - a. Sea Turtle Handling Permits, **\$25.00**
 - b. Sea Turtle Nesting Area Construction Permit. **\$200.00**
 - c. Sea Turtle Nest Relocation. **\$100.00**
- 11) Vegetation Removal Permit
 - a. First acre or fraction of an acre less. **\$250.00**
 - b. Each additional acre, or fraction thereof. **\$50.00** (\$3,000.00 Maximum)
- 12) After-the-fact Environmental or Landscape Permits
 - a. CCSL Variance Petition. **2x normal fee**
 - b. All other Environmental or Landscape Permits. **4x normal fee**
- 13) Informal Wetland Jurisdictional determination for single family parcels up to 5 acres - **\$300.00**
- 14) Conservation Easement review fee - **\$300.00** application fee plus the following additional site fee: **\$200.00** for CE acres less than 5 acres; **\$400.00** for CE area between 5 acres and 10 acres; **\$600.00** for CE area greater than 10 acres and less than 20 acres; **\$800.00** for CE areas between 20 and 50 acres; and an additional **\$200.00** for every 40 acres of CE area over 50 acres.
- 15) Listed or Protected Species review fee (when an EIS is not required) - **\$1000.00**

D) EXCAVATION PERMITS

- 1) Annual Renewal. **\$300.00**
- 2) Application (Private). **\$400.00**
- 3) Application (Commercial). **\$2,000.00**
- 4) Application (Development). **\$400.00**
- 5) **\$200.00** per inspection paid in advance for 12 months
- 6) Reapplication: **\$300.00** plus **\$200.00** per month inspection fee
- 7) Cubic Yardage Review Fee: **\$200.00** first 5000 cy, plus **\$10.00** per additional 1000 cy with a maximum of **\$20,000.00**
- 8) Time Extension. **\$150.00** plus **\$200.00** per month inspection fee
- 9) After-the-fact Excavation Permit. **4x application fee**
- 10) Over excavation penalty fee per yard. Plus Permit/Review **\$0.05** per cubic yard fee, unless maximum have been paid.

E) FIRE CODE REVIEW FEES

- 1) Fire Code Review fees associated with each of the following processes:
 - a. SDP - Site Development Plan **\$200.00**
 - b. SDPA - Site Development Plan, Amendment **\$150.00**
 - c. SDPI - Site Development Plan, Insubstantial **\$100.00**
 - d. SIP - Site Improvement Plan **\$150.00**
 - e. SIPI - Site Improvement Plan, Insubstantial **\$100.00**
 - f. PSP - Preliminary Subdivision Plans **\$150.00**
 - g. PSPA - Preliminary Subdivision Plans, Amendment **\$100.00**
 - h. PPL - Plans & Plat, Subdivision **\$100.00**
 - i. FP - Final Plat **\$100.00**
 - j. CONSTR - Construction Plans, Subdivision/Utilities **\$100.00**
 - k. ICP - Construction Plans, Insubstantial **\$100.00**
 - l. DRI - Development of Regional Impact **\$200.00**
 - m. DOA - Development Order, Amendment **\$150.00**
 - n. PUDZ - Planned Unit Development, Rezone **\$150.00**
 - o. PUDA - Planned Unit Development, Amendment **\$150.00**
 - p. PDI - Planned Unit Development, Insubstantial **\$100.00**
 - q. RZ - Rezone, Regular Zoning **\$100.00**
 - r. CU - Conditional Use **\$150.00**

F) SITE DEVELOPMENT PLANS

- 1) Site Development Plan Review (SDP). **\$5000.00**
 - a. plus **\$40.00** per D/U
 - b. plus **\$100.00** per residential building structure
 - c. plus **\$0.10** per square foot for non-residential except that structures designed exclusively for parking (parking garages) shall be calculated at **\$0.05** per square foot.
 - d. plus **\$200.00** per building for non-residential
 - e. Additional fees for 3rd review **\$500.00**, 4th review **\$1,000.00**, 5th review **\$1,500.00**, 6th and subsequent reviews **\$2,000.00**

When a building consist of both residential and non-residential (commercial, retail, office) uses, the following fees will apply,

- a. **\$5000.00** base fee plus **\$40.00** per D/U
 - b. **\$200.00** per building for non-residential
 - c. plus **\$0.10** per square foot of non-residential floor area
 - d. Additional fees for 3rd review **\$500.00**, 4th review **\$1,000.00**, 5th review **\$1,500.00**, 6th and subsequent review **\$2,000.00**
- 2) Pre-application fee. **\$500.00** (to be credited toward application fee submittal)
 - a. Second and subsequent pre-app meetings at the applicant's request shall not be credited towards application fees.
 - b. Second and subsequent pre-app meetings at staff's request will be held at no charge to the applicant.
 - c. Applications submitted 9 months or more after the date of the last pre-app meeting shall not be credited towards application fees and a new pre-application meeting will be required.
 - 3) Simultaneous Review Fee (planning review of simultaneous building permit applications) **\$100.00** per building permit application.
 - 4) Site Development Plan Insubstantial Change
 - a. Site Development Plan Insubstantial Change. **\$400.00** for first sheet, **\$100.00** for each and every additional sheet submitted.
 - b. Site Development Plan Insubstantial Change for Public Utility System Accessory Uses. **\$500.00** for the first sheet, **\$125.00** for each and every additional sheet.

- c. Additional fees for 3rd review **\$500.00**, 4th Review **\$1,000.00**, 5th and subsequent review **\$1,500.00**
- 5) Site Development Plan Conceptual Review (CSP), Unified Development Plan (UDP), Neighborhood Park Site (NPSP) **\$750.00**
- 6) Site Improvement Plan Review (SIP). **\$1000.00** (plus Engineering review fees)
- 7) Utility Plan Review & Inspection Fees-
 - a. Construction Document Review. **0.75%** of probable water and/or sewer construction costs
 - b. Construction Inspection. **2.25%** of probable water and/or sewer construction costs. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.
 - c. Construction Document Resubmission or Document Modification, submit as insubstantial change. **\$150.00** for first sheet, **\$75.00** for each additional sheet
- 8) Engineering Site Plan Review Fee
 - a. Construction Documents Review Fee **0.75%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction
 - b. Construction Inspection **2.25%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determines by the Board of County Commissioners. unless otherwise determined by the Board of County Commissioners.
- 9) Site Development Plan Amendment (SDPA) **\$2,500.00**
 - a. Plus **\$40.00** per D/U plus **\$100.00** per residential building structure
 - b. plus **\$.10** per square foot
 - c. plus **\$200.00** per building for non-residential
 - d. Additional fees for 3rd review **\$500.00**, 4th Review **\$1,000.00**, 5th and subsequent review **\$1,500.00**
- 10) SBR Fees
 - a. Pre-Acquisition Meeting **\$500.00** (no refunds or credits)
 - b. Pre-application fee. **\$500.00** (to be credited toward application fee upon submittal) (all normal pre-application provisions apply)
 - c. SBR Fee **\$5000.00** with hourly reconciliation at project completion for hourly variation greater than 10%, final project charges at **\$100.00** per hour for all associated staff hours
- 11) Violation of the conditions of approval of the SDP/SIP or installation of improvements, clearing, or other land alteration not depicted on, or otherwise authorized as a part of the approved SDP/SIP. **4x** the SIP/SDP application fee
- 12) Request for alternative architectural design **\$500.00**, no separate or additional fee for appeals to, or requests for assistance from, the Architectural Arbitration Board.
- 13) Site Development Plan Sheet change out (per GMD-P&R policy guidelines) **\$35.00** per page.
- 14) Town Home Site Plan Review - **\$6,000.00** base fee, additional fees for 3rd review **\$500.00**, 4th review **\$1,000.00**, 5th review **\$1,500.00**, 6th and subsequent review **\$2,000.00**
- 15) SDP Extension - **\$150.00**
- 16) Post Take Site Plan – Base Fee **\$1,000.00**, Resubmittal Fee **\$250.00** each submittal, **\$3,000.00** additional if objection filed.

- 17) Site Plan with Deviations for Redevelopment (SDP/SDPA/SIP-DR). Application fee to request deviation(s) for a redevelopment project **\$1,000.00**. This fee is in addition to the fee for a SDP, SDPA or SIP application.

G) SUBDIVISION

- 1) Lot Line Adjustment (LLA) and Lot Split Review **\$250.00**
- 2) Subdivision Review Fees (PPL), (PPLA) -
 - a. Construction Documents Review Fee **0.75%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping and any other appurtenant cost of construction
 - b. Subdivision Inspection Fee **2.25%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.
 - c. Construction Document Resubmission or Document Modification -Submit as Insubstantial Change **\$400.00** for first sheet, **\$100.00** for each additional sheet
 - d. Subdivisions – 3rd and subsequent additional reviews - **\$500.00**
 - e. Subdivisions – Substantial deviations from approval construction documents **\$500.00**
- 3) Subdivision, Preliminary Plat (PSP)-
 - a. Petition Application **\$1000.00** plus **\$5.00** per acre (or fraction thereof) for residential, plus **\$10.00** per acre (or fraction thereof) for non-residential; (mixed use is residential)
- 4) Subdivision Final Plat (FP) **\$1,000.00** plus **\$5.00** per acre (or fraction thereof) for residential, **\$1000.00** plus **\$10.00** per acre (or fraction thereof) for nonresidential; (mixed use is residential)
- 5) Additional review of construction plans for phased construction of subdivision improvements. **\$1000.00** per phase
- 6) Two-year Extension **\$150.00**
- 7) Water and Sewer Facilities Construction Document Review **0.75%** of probable water and/or sewer construction costs
- 8) Construction Document Resubmission or Document Modification **0.25%** of probable water and/or sewer construction costs
 - a. 3rd and subsequent re-submittals - **\$500.00**
 - b. Water and Sewer Facilities Construction Inspection Fee **2.25%** of probable water and/or sewer construction costs. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.
- 9) Violation of the conditions of approval of approved construction plans or installation of improvements, clearing, or other land alteration not depicted on, or otherwise authorized as a part of the approved construction plans or permit. **4x** the PPL, PPLA, PSP, CNSTR or Final Plat Review Fee (FP).
- 10) Administrative Amendment **\$250.00**

H) ENGINEERING INSPECTION FEES

- 1) Engineering Inspection Fee **\$150.00** per set of required engineering inspections charged at time of building permit issuance.
- 2) Re-inspection Fees: 1st re-inspection **\$67.00**, 2nd re-inspection **\$67.00**, 3rd and thereafter re-inspection **\$67.00**

I) TEMPORARY USE PERMITS

- 1) Beach Events Permits-
 - a. Individual Permit **\$100.00**
 - b. Block of 25 calendar days **\$2,250.00**
 - c. Block of 50 calendar days **\$4,500.00**
 - d. Block of 75 calendar days **\$6,750.00**
 - e. Block of 100 calendar days **\$9,000.00**
 - f. Block of 125 calendar days **\$11,250.00**
 - g. Block of 150 calendar days **\$13,500.00**
- 2) Temporary Use Permit Special Sales & Events. **\$200.00**
- 3) Model Homes and Sales Centers **\$500.00**
- 4) Construction and Development, Mobile home, Agricultural Zoning, and Temporary use for "Coming Soon" sign **\$125.00**
- 5) Residential and Non-Profit Garage and Yard Sale Permits **No Charge**
- 6) Temporary Use Amendment. **\$100.00**
- 7) Renewals or extensions requested after the expiration date **\$200.00**.
- 8) Temporary Use Permit for Special Events requiring BCC approval, including Circus and Carnival Permits. **\$275.00**
- 9) Political Signs (Bulk Temporary Permit) **\$5.00**
- 10) Fees for Temporary Use permits issued After the Fact, ATF: **2x** normal fee

J) WELL PERMITS/INSPECTIONS

- 1) Hydraulic elevator shaft permit **\$300.00**
- 2) Test hole permit (including 1st six holes) **\$300.00**, each additional hole **\$20.00**
- 3) Well permit (abandonment) **\$50.00**
- 4) Well permit (construction, repair, or combined construction and abandonment at one site) **\$300.00**
- 5) Well permit (monitoring) **\$150.00**
- 6) Well Permit (modification of monitor/test well to a production well) **\$75.00**
- 7) Well Reinspections
 - a. First Reinspection **\$67.00**
 - b. Second Reinspection **\$67.00**
 - c. Third Reinspection **\$67.00**
- 8) After the fact well permits **4x** normal fee per violation.

NOTE: Multiple wells may be allowed on one permit, but each well must be accounted for and the appropriate fee shall be charged for each well in accordance with the above listed schedule.

K) ZONING/LAND USE PETITIONS

- 1) Pre-application meeting fee **\$500.00** (to be credited toward application fee upon submittal)
 - a. Second and subsequent pre-app meetings at the applicant's request shall not be credited towards application fees.
 - b. Second and subsequent pre-app meetings at staff's request will be held at no charge to the applicant.
 - c. Applications submitted 9 months or more after the date of the last pre-app meeting shall not be credited towards application fees and a new pre-application meeting will be required.
- 2) Alcoholic Beverage or Service Station Separation Requirement Waiver **\$1000.00**
- 3) Boat Dock Extension Petition **\$1,500.00** Boat Lift Canopy Administrative Review **\$500.00**

- 4) Conditional Use Permit **\$4,000.00** when filled with Rezone Petition (**\$1,500.00**) Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 5) Conditional Use Monitoring Review: **\$750.00**
- 6) Conditional Use Extension **\$3,000.00**
- 7) DRI Review (In addition to cost of rezone) **\$10,000.00** plus **\$25.00** an acre (or fraction thereof) Additional fee for 5th and subsequent reviews – **20%** of original fee Amendments deemed to be minor in nature, that is requiring minor strike thru and underline text amendments of no more than 10 different lines of text changes in the DRI will be capped at \$13,000.00. Any amendment which includes a map and text change will be assessed the full fee (no cap).
- 8) DRI/DO Amendment **\$6,000.00** plus **\$25.00** per acre (or fraction thereof). The acreage charge does not apply for amendments which only change the build-out date of the DO for a time period of less than five years. Additional fee for 5th and subsequent reviews – **20%** of original fee.
 - a. DRI Extension – **\$100.00**
- 9) DRIABN – DRI Abandonment **\$1,500.00**
- 10) Flood Variance Petition **\$1000.00**
- 11) Interim Agriculture Use Petition **\$350.00**
- 12) Non-Conforming Use Change/Alteration **\$1,500.00**
- 13) Parking Exemption **\$1,500.00**. Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 14) Parking Reduction (Administrative) **\$500.00**
- 15) Rezone Petition (PUD to PUD): **\$8,000.00** plus **\$25.00** an acre (or fraction thereof) (Requires a submittal of a new PUD document), additional fee for 5th and subsequent reviews – **20%** of original fee (excludes minor minor revisions as required by staff).
- 16) Property owner notifications: **\$1.50** non-certified mail, **\$3.00** certified return receipt mail (Petitioner to pay this amount prior to advertisement of petition)
- 17) Planned Unit Development Amendments (PUD) **\$6,000.00** plus **\$25.00** an acre or fraction of an acre. (Substantial changes to the text and Master Plan), Additional fee for 5th and subsequent reviews – **20%** of original fee. Text changes that do not impact the Master Plan **\$6,000.00** (the **\$25.00** an acre fee will not apply. Amendments deemed to be minor in nature that is requiring minor strike thru and underline amendments of no more than 10 different lines of text changes in the PUD will be capped at \$9,000.00. Any amendment which includes a map and text change will be assessed the full fee (no cap).
- 18) Planned Unit Development Amendment - Insubstantial (PDI) **\$1,500.00** requires a hearing by the CCPC only for a minor change to the PUD Master Plan, PUD Minor Change (PMC) **\$1,000.00** (Administrative Review for minor change to the Master Plan)
- 19) Rezone Petition (Regular) **\$6,000.00** plus **\$25.00** an acre (or fraction thereof), Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 20) Rezone Petition (to PUD) **\$10,000.00** plus **\$25.00** an acre (or fraction thereof), Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 21) Street Name Change (Platted) **\$500.00** plus **\$1.50** for each property owner requiring notification of proposed street name change

- 22) Un-platted street name or project name change: **\$100.00** per application fee plus **\$50.00** per additional hour or Partial hour of research required to process application, not to exceed **\$500.00**
- 23) Variance petition: **\$2,000.00** residential, **\$5,000.00** non- residential, Additional fee for 5th and subsequent Reviews – **20%** of original fee.
- 24) Variance (Administrative) **\$1,000.00**
- 25) Zoning Certificate: Residential: **\$50.00**, Commercial: **\$125.00**
- 26) PUD Extension – Sun Setting: **\$1000.00**
- 27) Sign Variance Petition: **\$2000.00**
- 28) Stewardship Receiving Area Petition (SRA): **\$7000.00** per SRA plus **\$25.00** per acre for. Stewardship Sending Area Petition (SSA): **\$9,500.00**, Stewardship Receiving Alternative Deviation Design (SRDD) **\$500.00**. SRA Amendments deemed to be minor in nature, that is requiring minor strike thru and underline text amendments of no more than 10 different lines of text changes in the SRA will be capped at **\$10,000.00**.
- 29) After-the-Fact Zoning/Land Use Petitions **2x** the normal petition fee
- 30) Land Use Petition Continuances Including Appeal of an Administrative Decision and Appeal to Board of Zoning Appeals
 - a. Requested after petition has been advertised **\$500.00**
 - b. Requested at the meeting **\$750.00**
 - c. Resultant additional required advertising charged in addition to continuance fees.
- 31) PUD and SRA Monitoring (one-time charge at time of building permit pick-up)
 - a. **\$100.00** per dwelling unit for residential construction within a PUD and SRA (**\$3,000.00** maximum fee per building permit application)
 - c. **\$0.12** per square foot for non-residential construction within a PUD and SRA (**\$3,000.00** maximum fee per building permit application)
- 32) Any legal advertising required during any GMD-P&R activity or approval process will be charged in addition to stated fees, at actual costs. GMD-P&R reserves the right to charge an estimated amount with the initially required project fees, and will reconcile and adjust such charges against actual legal advertising recording billings at the completion of the project.
- 33) Mixed Use Project (MUP) **\$2,500.00**
 - a. Mixed Use Project Deviation **\$1,000.00**
- 34) Amplified Sound Permit **\$300.00**.
- 35) Planned Unit Development (PUD) closeout application and processing **\$2,500.00**
- 36) Development of Regional Impact (DRI) closeout application and processing **\$10,000.00**
- 37) Zoning Verification Letter – Planned Unit Development (PUD) Comparable Use Determination application fee **\$1,000.00**. Note: This application and fee is distinct from the Zoning Confirmation Letter found elsewhere in the Fee Schedule.

L) MISCELLANEOUS

- 1) Reserved
- 2) Reserved
- 3) Official Zoning Atlas Map Sheet Publications, maps, and reports shall be copied at actual cost.

- 4) The following fee shall be assessed for all Lien Search Requests and Payoff Requests: **\$25.00**/per property address.
- 5) The fee for researching records, ordinances, and codes shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.
- 6) The fee for creating and designing special computer generated reports that are not a part of regular standard reports shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.
- 7) CD Burning: **\$5.00**
- 8) Complete sets of Official Zoning Atlas Map Sheets **\$100.00** per set.
- 9) Staff shall charge the following fees for duplication of public records:
 - a. **\$0.15** for each one sided photocopy of documents less than 11x17 inches.
 - b. **\$0.20** for each two sided photocopy of documents less than 11x17 inches.
 - c. **\$1.00** for each certified copy of a public record.
- 10) Property Notification Address Listing:
 - a. MS Excel spreadsheet on Disc **\$70.00**
 - b. Print out on Paper **\$75.00 + \$0.05** for every record over 1500
 - c. Mailing Labels **\$80.00 + \$0.06** for every record over 1500
 - d. Print out on Paper + Mailing Labels **\$85.00 + \$0.11** for every record over 1500
- 11) Comprehensive Plan Consistency Review
 - a. CU's **\$300.00**
 - b. Rezoning **\$750.00**
 - c. PUD's or PUD Amendments: **\$2250.00**
 - d. Letter of GMP consistency to outside agencies: **\$250**
 - e. SRA - Stewardship Receiving Area - **\$2,250.00**
 - f. DRI - Development of Regional Impact - **\$2,250.00**
 - g. FIAM - Fiscal Impact Analysis - **\$4,000.00**
- 12) Plan Review Fee (for planning review of all building permit applications)
 - a. Permit Application – Complex (more than one trade): **\$75.00** per building permit application, 2nd review **50%** of fee, 3rd and subsequent **25%** of fee (2nd and subsequent review fees related to Zoning approvals only)
 - b. Permit Application – Basic (no trade or one trade): **\$50.00** per building permit application, 2nd review **50%** of fee, 3rd and subsequent **25%** of fee (2nd and subsequent review fees related to Zoning approvals only)
- 13) Project Meetings: Active applications under review for the following project types will be afforded one inter-departmental meeting at no charge: Planned Unit Development re-zonings and Site Development Plan applications (except for conceptual site plan approval and insubstantial change approval). Meeting requests for all other application types and additional meetings will be subject to the following fees:
 - a. Meetings with Departmental Project Approval Staff member per applicant request, reviews and petitions in progress, **\$150.00** per one hour minimum, **\$75.00** per ½ hour thereafter. Additional Department staff attending meeting per applicant request **\$75.00** per ½ hour per staff member.
 - b. Inter-Departmental Project Meeting per applicant request, site plan reviews and land use petitions in progress, **\$500.00** per one hour minimum, **\$250.00** per ½ hour thereafter.
- 14) Adequate Public Facilities
 - a. Planning Applications requiring COA process review (such as FP's, PPL's & SIP's, SDPs) **\$200.00 + 25.00** per residential dwelling unit or **+ 25.00** per 1000 sq ft commercial (\$5000.00 maximum)

- b. Building permit applications requiring COA process review not covered under 12.a above **\$100.00** per building permit application.
- 15) Zoning Confirmation Letters
 - a. Standard Response **\$100.00** (includes up to 1 hour research)
 - b. Extended Research **\$100.00** per hour (any response with research in excess of 1 hour)
- 16) N/A
- 17) CDD
 - a. Community Development District **\$15,000.00**
 - b. Chapter 189 Special District, Independent or Dependent, **\$15,000.00**
- 18) GMP Amendment
 - a. Small Scale **\$9000.00**
 - b. General **\$16,700.00**
 - c. Legal advertising in addition to sub-sections a and b fees, and subject to applicable fee schedule provisions.
 - d. Pre-application meetings for GMP consistency for development orders and zoning/land use petitions: **\$250**
 - e. n/a
- 19) Application for issuance TDR, **\$250** (non-refundable); plus **\$25** per TDR issued and recorded (total fees not to exceed \$2,750.00)
- 20) Engineering Services
 - a. Vacation of Easements: **\$2,000**
- 21) Building Board of Adjustments and Appeals **\$250.00**
- 22) Early Work Authorization (EWA) permit: **\$500.00** (does not include site clearing fee).
- 23) Legal Non-conforming Lot (LNC) **\$100.00**
- 24) Vested Rights Determination (VRD) **\$1,500.00**
- 25) Time Extension **\$150.00**
- 26) The following fee shall be assessed for replacement of a like kind residential grade electric water heater within a residential dwelling unit that is located within an attached and/or multi-unit structure - **\$35.00** (fee includes 1 inspection)
- 27) Notice of Commencement Administrative Fee **\$5.00**. The Clerk of Courts Recording Fee (amount as specified on the Collier Clerk of Courts website) will also be collected on the Clerk's behalf,

M) BUILDING PERMIT FEES

- 1) Minimum fee of **\$110.00** for each of the following: plumbing, mechanical (A/C), electrical and structural. Minimum fee for all other applications - **\$110.00**.
- 2) Unless otherwise stated, estimated review fees are to be paid at the time of application, are non-refundable, and will be a minimum of **\$50.00**. Estimated inspections fees are to be paid at the time of permit issuance and will be reconciled to the actual number of inspections performed. Additional payment is required prior to the CO issuance if actual inspections exceed estimated. Refunds issued if estimated inspections exceed actual.
- 3) The balance of the total permit fee will be collected at the time of issuance of the permit and will include any fee adjustments necessary. Exterior shell and interior construction are separate reviews for commercial construction, whether permitted simultaneously or under separate shell and build out permits.

- 4) Exemptions for minor repairs residential. The following permit exemptions have been established for Collier County based on Section 102.2.5 (3) of the Florida Building Code and Section 553.80(3)(c), Florida Statutes. Permit exemption is for owners of single family detached residences performing work on single family properties. All work performed shall comply with the standards of the Florida Building Code Residential.
- A) Electrical: Repair work performed by a licensed electrical contractor that does not exceed \$1,500.00 in value of materials and labor.
 - B) Plumbing: Repair/replace work performed by licensed plumbing contractors that does not exceed \$1,500.00 in value of materials and labor.
 - C) Mechanical: Repair work performed by licensed mechanical contractors that does not exceed \$1,500.00 in cost for parts and labor.
 - D) Building:
 - a. Repair work performed by licensed contractors per Florida Statute 489 that is not structural in nature and does not change the occupancy, does not affect life safety and value of which does not exceed \$1,500.00 in labor and materials.
 - b. The repair of any roof covering not exceeding \$1,500.00 in value of materials and labor or work not exceeding two roofing squares (200 sq. ft.) in extent.
- 5) The building permit fee shall be considered the addition of all individual trade plan review fees involved in the process plus the inspection fees.

N) STRUCTURAL PERMIT FEES

- 1) The fee for a structural permit shall be computed as follows: Such fees shall be either based on the contractor's valuations of construction cost or based on square footage. Minimal accepted calculated costs of construction are set forth on the attached Building Valuation Data Table - ICC Building Valuation Data Table, produced February, 2007. Valuation of construction costs of less than **\$750.00** - No permit or fee is required, but construction must comply with all County Codes and Ordinances. If inspections are required by the Building Official or requested by the applicant, the appropriate fees shall be paid.

EXCEPTION: All work involving structural components and/or fire rated assemblies requiring permits and inspections regardless of construction cost, signs must secure permits as stated in Collier County Code of Laws and Ordinances – Chapter 22 Building and Building Regulations.

- a. Valuation of construction costs up to \$4,999.99 – **\$50.00** plus applicable inspection fees as required.
- b. New construction review fee of **\$0.055** per square foot total area for valuation of construction costs \$5,000 or over.
- c. Alternative Minimum Review Fee: all construction under 500 square feet with valuation in excess of \$100,000, and all construction three floors or over in height, **\$333.00** plus **\$3.00** per thousand dollars of building valuation in excess of \$50,000 plus applicable inspection fees as required.

O) ELECTRICAL PERMIT FEES

- 1) The fees for electrical permits for new structures or placement or relocation of structures shall be computed as follows:
- a. New construction review fee of **\$0.055** per square foot total area
 - b. Alternative Minimum Review Fee:
 - i. **\$0.40** per ampere rating of all single-phase panel boards.
 - ii. **\$0.15** per ampere rating for switch or circuit whichever is greater, if item #1 above does not apply.
 - iii. When not a complete installation, all switch and circuit breakers ahead of panel boards shall be computed at **\$0.15** per ampere.

- iv. Permit fees for any change in electrical installation shall be computed at the above rates for that portion of new and/or increased fees in existing electrical facilities.
- v. The minimum for any electrical permit shall be **\$110.00** per unit or tenant space
- vi. Fifty percent (50%) in additional fee costs shall be added to all above fees for three phase installations.

P) PLUMBING PERMIT FEES

- 1) The following fee calculations shall be applied separately when the permit involves mixed occupancies.
 - a. Residential occupancies: The fee for a plumbing permit shall be computed at the rate of **\$0.055** per square foot total area to be charged for each living unit with one to three bathrooms with a minimum of **\$110.00**. An additional fee of **\$10.00** will be assessed for each additional bathroom
 - b. Nonresidential occupancies: The fee for a plumbing permit shall be computed by the following methods, whichever is calculated to be the greatest fee:
 - 1. The rate of **\$0.055** per square foot total area with a minimum of **\$110.00**; or
 - 2. Institutional facilities, hospitals, schools, restaurants and repairs in any occupancy classification shall be charged at the rate of **\$1.00** per fixture unit or
 - 3. Minimum of **\$110.00** for each occupancy or tenant space.
- 2) Grease traps: An additional fee of **\$50.00** shall be assessed for each grease trap.
- 3) The cost for retrofit piping shall be computed at the minimum fee of **\$50.00** per floor for each main riser.
- 4) The cost of a permit for lawn sprinkler systems shall be computed using the dollar valuation as shown under Section M of this Resolution.
- 5) The minimum plumbing permit fee shall be **\$110.00**.

Q) MECHANICAL PERMIT FEES

- 1) The following fee calculations shall be applied separately when the permit involves mixed occupancies.
 - a. Residential occupancies: The mechanical permit fees shall be computed at the rate of **\$0.055** per square foot total area to be charged for each living unit up to three tons of air conditioning. Each additional ton or part thereof shall be **\$3.00** per ton.
 - b. Nonresidential occupancies: The mechanical permit fees shall be computed by one of the following methods, whichever is calculated to be the greatest fee: The rate of **\$0.055** per square foot total area to be charged for the first three tons or three horsepower of air conditioning or other mechanical systems per tenant space, each additional ton of air conditioning or horsepower shall be **\$3.00**.
- 2) The cost of retrofit piping shall be computed at the minimum fee of **\$50.00** per floor for each cooling tower, or **\$50.00** for the first 3 horsepower and **\$3.00** for each additional horsepower, whichever is greater.
- 3) The minimum mechanical permit fee shall be **\$110.00**.
- 4) A permit for the change out of components shall be calculated at the above mechanical permit fee rate or the minimum fee whichever is greater.

R) FIRE PREVENTION AND CONTROL PERMIT FEES

- 1) Please refer to the Fire Code Office regarding their Fire Prevention and Control Permit Fees.

S) MOBILE HOME/OFFICE TRAILER AND OTHER TRAILER PERMIT FEES

- 1) The permit fee shall be **\$40.00** to set-up a single-wide trailer or mobile home on an approved site plus electrical, plumbing, mechanical, inspection and fire protection fees as applicable.

- 2) The permit fee shall be **\$65.00** to set-up a double wide or larger mobile homes on an approved site plus electrical, plumbing, mechanical, inspection and fire protection fees as applicable.

T) CHICKEES AND SIMILAR STRUCTURES

- 1) The permit fee will be based upon a calculated cost of construction of **\$4.00** per square foot under roof or the contractor's estimated cost of construction, whichever is greater. The fee will then be calculated in accordance with Section N of this Resolution. Additional permit fees for electric, plumbing, mechanical, inspections, fire, etc., will be charged when applicable.

U) POOL OR SPA PERMIT FEES

- 1) For construction of each public pool or spa the fee shall be –
 - a. Valuation of construction costs of up to \$4,999.99: **\$100.00**
 - b. Valuation of construction costs of \$5000.00 through \$49,999.99: **\$80.00** plus **\$7.00** per thousand dollars, or fraction thereof, of building valuation in excess of \$2,000.00.
 - c. Valuation of construction costs of \$50,000.00 through \$1,000,000.00: **\$333.00** plus **\$3.00** per thousand dollars, or fraction thereof, of building valuation in excess of \$50,000.00.
 - d. Valuation of construction costs over \$1,000,000.00: **\$3,474.00** plus **\$3.00** per thousand dollars, or fraction thereof, of building valuation in excess of \$1,000,000.00.
- 2) For construction of each private pool or spa the fee shall be: **\$50.00** application plus applicable inspection fees as required.

V) SCREEN ENCLOSURE PERMIT & PAN ROOF FEES

- 1) N/A
- 2) The screen enclosure or roof fee will then be calculated in accordance with Section N of this Resolution.

W) SIGN PERMIT FEES

- 1) Sign permit fees will be calculated in accordance with all applicable Building Permit Fees and Electrical Permit Fees outlined in this document, the Collier County Development Fee Schedule. The minimum building permit fee for sign shall be **\$100.00**.
- 2) Multiple signs of the same type (i.e., wall signs) and for a single project may be allowed per one permit, however an appropriate fee shall be charged for each sign in accordance with the schedule set forth in the above subsection 1 of Sign Permit Fees.

X) CONVENIENCE PERMIT FEES

- 1) Convenience permits are issued in blocks of 10 each. Only licensed contractors are eligible to purchase convenience permits are limited to the use specified on the permit. The fee for a book of 10 convenience permits is **\$620.00** (1 inspection only)

Y) REVISION AND AS BUILT PLAN REVIEW FEES; CORRECTIONS TO PLANS

- 1) **PERMIT AND PLAN REVISIONS** The fee for each permit revision submitted after permit issuance shall be calculated using fee schedules outlined in Sections N through R above. The minimum permit fee for revisions to permitted projects shall be **\$50.00**.
- 2) **AS BUILT PLANS** The fee for "As Built" plan review shall be ten (10%) percent of the original building permit fee or **\$140.00**, whichever is greater, but shall not exceed **\$500.00**. The fee is intended to cover the cost of reviewing amended building plans in the office to determine that change orders and various field changes are in compliance with the minimum construction and fire codes of Collier County. The following are required for as-built drawings review:
 - a. An itemized list of all changes made after permit plan approval.
 - b. As-built plans that have all changes made after permit plan approval "clouded".
 - c. As-built plans and changes shall be signed and sealed by the engineer and/or architect of record.
- 3) **CORRECTIONS TO PLANS**
 - a. First Correction to Plans. **No charge**



- b. Second Correction to Plans. **\$65.00**
- c. Third & subsequent correction to plans. **\$90.00**

Z) PERMIT EXTENSION

- 1) The filing fee for each permit extension shall be equal to **10%** of the original building permit fee or **\$100.00**, whichever is greater, but shall not exceed **\$500.00**. The filing fee is intended to cover the cost of reviewing existing or amended building plans to determine and verify code compliance

AA) DEMOLITION OF BUILDING OR STRUCTURE PERMIT FEES

- 1) The permit fee shall be **\$20.00** application for the demolition of any building or structure; plus applicable inspection fees as required.

BB) PRE-MOVING INSPECTION FEES

- 1) The fee shall be **\$140.00** for the pre-moving inspection of any building or structure.

CC) INSPECTION FEES

- 1) A charge of **\$52.00** per inspection shall be assessed for inspections for which a permit is not necessary.
- 2) A user fee of **\$104.00** shall be assessed for all inspections on a time specified basis.
- 3) All required and partial inspections: **\$52.00** per inspection.

DD) REINSPECTION FEES

- 1) Re-inspections for any type of building permit shall result in an additional fee of **\$67.00** per reinspection.

EE) FAILURE TO OBTAIN A PERMIT

- 1) Where work for which a permit is required is started or proceeded with prior to obtaining said permit and where such action was cited by Code Enforcement or by Contractor Licensing and resulted in a finding of violation from either the Code Enforcement Board, the Special Magistrate, or the Contractor Licensing Board, the fees herein specified shall be 2x the regular fee, as defined in this fee schedule, unless otherwise directed by the Board of County Commissioners.
- 2) Where work for which a permit is required is started or proceeded with prior to obtaining said permit and where a contractor or agent/provider where the building official or zoning official or his/her designee, (for cases involving land use development) deems that the contractor/provider should have known that a permit was required but voluntarily seeks compliance by obtaining the necessary permits to abate the violation, the fees herein specified shall be 2x the regular fee, as defined in this fee schedule.
- 3) Where work for which a permit is required is started or proceeded with prior to obtaining said permit, and where the unpermitted work may or may not have been completed by the property owner, and where the current owner seeks voluntary compliance by obtaining said permit to assure compliance with all applicable codes, the fees will be assessed at the regular rate as defined in this fee schedule.
- 4) The payment of such fee shall not relieve any person from fully complying with the requirements of any applicable construction code or ordinance in the execution of the work, or from any penalty prescribed within any construction code, law or ordinance of Collier County.
- 5) The fees within section EE shall not be applicable for the re-issuance of any missing permit, missing certificate of occupancy, or missing certificate of completion that was presumed to be issued prior to April 1, 1997, upon the verification of such items presented by the property owner, or his/her designee, to the building official, or his/her designee; but shall be applicable for all reviews requiring inspection, review of plans, and all other applicable fees associated with the issuance of said permit(s), certificate of occupancy, or certificate of completion, as determined by the building official, or his/her designee, in addition to the zoning director, or his/her designee (for cases involving land use development), as defined within this fee schedule.

FF) LICENSING

- 1) The fee for licensing items is as follows:
 - a. Letters of Reciprocity **\$55.00**

- b. Contractors Change of Status. (active to dormant) **\$10.00**
 - c. Voluntary Registration of State Certified Contractors **\$45.00**
 - d. Pictures. **\$2.00**
 - e. Laminating **\$1.00** (per license)
 - f. Fee for a 6 month temporary contractor's license **\$55.00**
 - g. Certified copies of Experience letters **\$35.00**
 - h. Duplicate or replacement (of Competency cards) **\$25.00**
 - i. Second entity application fee **\$105.00**
- 2) Certificated of Competency (Annual)
- a. Contractor

Initial License Fee	\$230.00
Renewal Fee	\$145.00
 - b. Specialty Contractor

Initial License Fee	\$205.00
Renewal Fee	\$125.00
 - c. Journeyman

Initial License Fee	\$ 80.00
Renewal Fee	\$ 55.00
- 3) Dormant Certificates of Competency (Annual)
- a. Contractor **\$130.00**
 - b. Specialty Contractor **\$130.00**
 - c. Penalty fees after 9/30 **\$ 20.00** per month until 12/31
- 4) Reinstatement of Delinquent License
- a. Contractor **\$230.00** plus back years
 - b. Specialty Contractor **\$205.00** plus back years
 - c. Journeyman **\$ 80.00** plus back years
 - d. Examination Administrative Fee **\$130.00** good for 6 months

GG) DUPLICATE PERMIT CARDS

- 1) The fee shall be **\$5.00** for the issuance of a duplicate permit card for whatever reason.

HH) CHANGE OF CONTRACTOR OR SUBCONTRACTORS

- 1) To record a change of contractor or subcontractor, on a permit that has been issued, the fee shall be **\$40.00**. This fee includes the issuance of a new permit card.

II) PERMIT FEE REFUNDS

- A) Building Permit Review Standards apply to all internal GMD-P&R reviews for building permit applications with previously approved site plans, including all required trade reviews, along with any required Zoning, Engineering and Impact Fee reviews. Reviews external to GMD P&R, such as a Fire, are excluded. The performance standard time frame begins upon submission of the application, and runs until either issuance of a comment letter or at approval. Review standard guarantees require the submission of a sufficient number of plan sets (to be determined by the Building Department) to accommodate parallel trade reviews.
 - 1) New Residential construction reviews will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).
 - 2) New Commercial construction reviews will be completed within 15 business days (if longer than 15 business days 50% of review fee refunded).
 - 3) Alterations, Additions and Minor Permits:
 - a) Residential permit application reviews will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).
 - b) Commercial permit applications requiring only a single trade review and will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).

- c) Commercial permit applications requiring 2 or 3 trade reviews will be completed within 10 business days (if longer than 10 business days 50% of review fee refunded).

B) Annual Fee Adjustments

- 1) Proposed Annual Fee adjustments for Building Department fees shall equal the average personnel cost change (COLA plus average merit) approved by the BCC as part of that fiscal year's budget, adjusted for any change in staffing levels.
- 2) Annual fee adjustments will become effective on Jan 1 of each fiscal year if approved.
- 3) Annual fee adjustments require full review and recommendation to the BCC from the Development Services Advisory Committee. Annual fee adjustments also require full BCC approval.
- 4) Annual fee adjustments require Building Fund total reserves to be less than 6 months of the Building Fund operating budget for that fiscal year. If reserves exceed six months of budgeted operating expenses, no annual adjustment can be requested.

C) Special Fee Adjustment

- 1) If Building Fund total reserves are projected to exceed six months of operating expenses in the proposed budget of any upcoming fiscal year, fees will be lowered in sufficient amount to insure Building Fund reserves remain under six months of budgeted expenses.
- 2) If Building Fund total reserves are projected to fall below three months of operating expenses in the proposed budget of any upcoming fiscal year, a special fee increase in sufficient amount to insure Building Fund total reserves remain over three months of budgeted expenses will be proposed for full Development Services Advisory Committee review and BCC approval.
- 3) Six months following any fee adjustment, other than annual increases, a full review of resulting revenue will be presented for the review of the Development Services Advisory Committee. The committee can make a recommendation to the BCC to lower fees if revenue exceeds either revenue projections used in fee adjustment calculations or targeted reserve levels.
- D) Estimated inspection fees to be paid at the time of permit issuance, and will be reconciled to the actual number of inspections performed (refunds issued if estimated inspections exceed actual, additional payment required prior to the CO issuance if actual inspections exceed estimated).

JJ) RECORD RETRIEVAL

- 1) No charge for normal retrieving of records from inactive or remote storage including microfilmed documents.
- 2) Next day expedited retrieval of records from inactive or remote storage: **\$75.00**

KK) COPY FEES

- 1) The fee for blueprint and miscellaneous copying shall be as follows:
 - a. Microfilm copies, of documents less than 11x17 inches: **\$0.15** other sizes at cost of production.
 - b. Microfilm or Blueprint copies:
18 X 24 **\$1.25** per page
30 X 36 **\$2.50** per page
30 X 42 **\$3.25** per page
34 X 44 **\$5.00** per page
 - c. Growth Management/Planning & Regulation self-service copier, public access and not related to public record retrieval or public record copies: documents less than 14x8.5 inches **\$0.15** per page inclusive of sales tax.

LL) RESEARCH

- 1) The fee for researching records, ordinances, and codes shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour

- 2) The fee for creating and designing special computer generated reports that are not part of the regular standard reports shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.

MM) SUBSCRIPTION SERVICE

The fee for one-year subscription service to be mailed quarterly shall be **\$15.00** per year. The subscription year is from Oct. 1 through Sept. 30.

NN) RESERVED

OO) PROPERTY INSPECTIONS

- 1) Property Inspection
 - a. Property Inspection - **\$200.00** per unit
 - b. Re-inspection Fee - **\$50.00** per re-inspection per unit.
 - c. Initial Registration Fee through 2009 rental registration period - **\$30.00** per property.
 - d. Annual Renewal - **\$20.00**/per property through 2009 rental registration period.
 - e. Annual Late Fee - **\$10.00**/ per day per property up to a maximum of **\$80.00** through 2009 rental registration period.
 - f. The term "property" means a parcel or contiguous parcels with any number of rentals located thereupon under common ownership and/or management.

PP) CERTIFICATE TO BOARD BUILDING

- 1) Initial Boarding Certificate - **\$0**
- 2) Boarding Certificate Extension - **\$150**

QQ) ADDITIONAL FEE REFUND PROVISIONS

- 1) Requests for fee waivers may only be approved by the Board of County Commissioners. Waiver requests for development review and building permit fees shall be submitted in writing directly to the appropriate Community Development & Environmental Services Division Staff, who will prepare an executive summary for consideration by the Board. Such requests shall include a statement indicating the reason for the fee waiver request and, if applicable, the nature of the organization requesting the fee waiver.

RR) REFUND PROVISIONS

- 1) **PAYMENT OF FEES:** Full payment of fees is required for a complete application. Department policy requires full payment of fees at the time of application submittal. No work will begin on staff review of the application until all fees are paid in full. If full payment of fees is not received within 14 calendar days of application submittal, the application will be considered void. At this point, a new application and full payment of fees will be required to proceed with a project.
- 2) There will be no refund of Planning, Environmental, or Engineering related fees, except those applications which have been deemed not sufficient for staff review or inspection and withdrawn by the applicant. Either the applicant or payer may, within 4 years of the date of payment apply for a refund for only those staff review or inspection services that were not performed. Failure to make timely application for a refund shall waive any right to a refund.

The application for a refund shall be filed with the County Manager of his/her designee and shall contain the following:

- a. The name and address of the applicant;
- b. The location of the property upon which the development was proposed;
- c. The date the specified fee was paid;
- d. A copy of receipt of payment; and
- e. Payment of a non-refundable "refund processing fee" equal to one percent (1%) of the refund requested, except that the minimum processing fee shall be **\$25.00** and the maximum processing fee will not exceed **\$250.00**.

Refund requests totaling \$25,000.00 or more cannot be approved administratively and must be submitted to the Board of County Commissioners for approval.

- 3) In no cases will there be refunds for pre-application fees, data conversion fees, appeals of administrative decisions, or appeals to the Board of Zoning Appeals or Building Board of Adjustment.
- 4) If staff error causes the inappropriate or unnecessary filing of an application and payment of fees, 100 percent of all inappropriate fees, shall be refunded upon written request and with the concurrence of Department management.

SS) ADDITIONAL FEE PROVISIONS

- 1) In those cases where alternative methods or timing of payments for GMD-P&R services and / or fees listed in this schedule associated with SBR reviews are deemed to best serve the public good, the Growth Management Division Administrator will have the authority to approve such alternatives. Such alternative must be in writing and signed by all principals involved. In no case shall final C.O. or such certifications of project completeness be issued until payments due GMD-P&R are received in full.
- 2) All hourly fees are computed and charged from actual Divisional time tracking records.
- 3) All acreage totals used in fee calculations will be rounded up to the nearest whole acre.
- 4) When deemed essential for project review or approval, there will be no additional charge for any meetings requested by GMD-P&R staff.

TT) PUBLIC VEHICLE FOR HIRE FEES

- 1) The following fees shall be assessed for the Public Vehicle for Hire Program: (In the event that the background check fee charged to the county exceeds the minimum fee established by the county, the applicant(s) shall be responsible for the actual cost of the search).
 - a. Initial Application fee (new Companies) - **\$200**
 - b. Initial Certificate to Operate (Feb 1-Jan 31) - **\$325.00**
 - c. Annual Certificate to Operate Renewal - **\$325.00**
 - d. Late Fee for CTO Renewal - **\$200.00**
 - e. Sub-Certificate Application Fee (New Companies) - **\$100.00**
 - f. Sub-Certificate - **\$162.50**
 - g. Annual Sub-Certificate renewal - **\$162.50**
 - h. Late Fee for Sub-Certificate Renewal - **\$100.00**
 - i. Vehicle Decal - **\$50.00**
 - j. Temporary Vehicle Decal - **\$5.00** per vehicle/per day
 - k. Temporary Vehicle Decal (In case of inoperable decaled vehicle) - **\$5.00**/per vehicle
 - l. Driver Identification Card (Initial/Renewal) - **\$75.00** per driver
 - m. 2nd Driver Identification Card - **\$25.00**
 - n. Replacement Driver ID - **\$10.00**
 - o. On-site Vehicle Permitting - **\$15.00** per vehicle

UU) "PAYMENT IN LIEU OF" FEE FOR PATHWAYS (SIDEWALKS, AND BIKE LANES)

- 1) Calculated using the current Florida Department of Transportation (FDOT) construction costs or an engineering estimate not to exceed twenty-five percent (25%) of the submitted application request's total project cost.

VV) OPTIONAL EXPEDITED BUILDING PERMIT PLAN REVIEWS

- 1) Optional expedited building permit plan review fee shall be **30%** of the building permit fee (additional to full building permit fees) with a minimum fee of **\$50.00**
 - a. Participation in the optional expedited review program is subject to limited availability, applications will be accepted on a first come first served basis.

- b. Review completion times are guaranteed to equal, or be less than, one half of the normal advertised completion timeframes. Should the expedited review exceed this guaranteed completion time, the 30% optional expedited building permit review fee will be refunded to the applicant, and all normal permit fees will apply. Such guarantee and refund provisions shall apply to reviews, and do not infer or relate to approvals.
- c. Optional expedited building permit review fees shall be due at the time of building permit application submission.
- d. Any required re-submissions of permit applications' leading to re-reviews, when due to applicant insufficiencies, shall be subject to additional optional expedited building permit plan review fees if an additional expedited review is requested by the applicant for the re-review, and shall be calculated against re-submission charges.

WW) FENCES

- 1) **\$35.00** application fee plus **\$35.00** per inspection as required.

XX) OPTIONAL TEMPORARY CERTIFICATE OF OCCUPANCY

- 1) **\$250.00** for commercial, over 30,000 sq. ft **\$500.00**.
- 2) **\$100.00** for residential

This is the last page of the GMD-P&R Fee Schedule



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2016

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 IRONWOOD INSURANCE SERVICES, LLC 3715 Northside Parkway NW STE 1-500 Atlanta GA 30327-2868	CONTACT NAME: Trey Cotney PHONE (A/C, No, Ext): (404) 503-9100 FAX (A/C, No): (404) 503-9101 E-MAIL ADDRESS: tcotney@ironwoodins.com
INSURED Nova Engineering and Environmental, LLC Nova Engineering and Environmental, Inc. 7999 Mercantile Street Unit 14 North Fort Myers FL 33917	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Specialty Insurance Co 36927 INSURER B: Cincinnati Insurance Company 10677 INSURER C: Darwin Select Insurance Company 19489 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 15-16 Fort Myers 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		PACE302573	8/31/2015	8/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		CAP 5227915	8/31/2015	8/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		EXC30257	8/31/2015	8/31/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability		0309-1788	8/31/2015	8/31/2016	Each Claim \$2,000,000 Aggregate \$4,000,000

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

Certificate Holder is additional insured on the General Liability policy with respect to the liability resulting from the operations of the Named Insured as required by written contract.

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3327 Tamami Trail East
Naples, FL 34112

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

Francie Mooney/TREYCO

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2016

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 Andrew Atsaves c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME:	
	PHONE (A/C, No, Ext): (480) 951-4177	FAX (A/C, No): (480) 951-4266
INSURED Nova Engineering and Environmental, LLC. 5475 Lee Street Unit 303 Lehigh Acres, FL 33971	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Zurich Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 16FL275900859

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMPIOP AGG \$
							\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS *	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
		☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	☐ N/A	WC 01-23-188-01	06/01/2016	06/01/2017	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	06/01/2016	06/01/2017	Client# 40-1101-LEHIGHACRES-MPP

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

Nova Engineering and Environmental, LLC.
5475 Lee Street Unit 303
Lehigh Acres, FL 33971

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3327 Tamiami Trail East
Naples, FL 34112

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

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

SUBJECT: Resolution No. 2020-XX Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing Other Government Agency Contracts; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements

Background:

The Town's Purchasing Code, Section _____ allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

Staff has begun to compile a list of cooperative purchasing agreements available to the Town through competitive selection processes completed by other agencies. Our goal is to build a library of contracts and vendors for a variety of significant functions and operations for best pricing and immediate availability. Creation of the library of contracts will facilitate our procurement process so that we can accelerate our operations while ensuring compliance with purchasing requirements.

The table below is the initial list of cooperative agreements staff recommends the Town enter into pending receipt of required confirmation and documentation from both the contracting agency and the awarded contractors stating that we may utilize each of the contracts under cooperative agreement for the same or equivalent products and/or services at the stated or lower pricing and otherwise mirrors all terms and conditions in the contracting agency's agreement. Purchase orders, individually or in the aggregate, are not to exceed amounts budgeted without separate budget amendment and/or Council approval as required by the Town's purchasing requirements.

Attached are the following documents:

- Resolution No. 2020-__ Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing Other Government Agency Contracts; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements

- Exhibit A: Local Government Contracts Authorized to be Used by the Town:

Contractor	Contracting Agency	Term	Commodity/Service

Recommendations: Staff recommends adoption of Resolution No. 2020-XX Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing Other Government Agency Contracts; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE VILLAGE OF ESTERO, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 29th day of September, 2015, by and between the VILLAGE OF ESTERO, a Florida municipal corporation (the "VILLAGE"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the VILLAGE is in need of a qualified consulting firm to act as the VILLAGE's consulting, planning, zoning, engineering, building and code compliance firm in a continuing contract for services, including, but not limited to planning, zoning, development review, building plan review, and code compliance services in conjunction with the VILLAGE's Community Development Department, as more particularly described in this Agreement (collectively, the "Professional Services"); and

WHEREAS, the VILLAGE, pursuant to a Request for Qualifications dated as of July 13, 2015, including the General Information and Exhibits attached thereto (hereinafter collectively referred to as the "RFQ"), selected CONTRACTOR to perform the aforementioned services as an independent CONTRACTOR to the VILLAGE; and

WHEREAS, CONTRACTOR performs these services for many governmental entities, including other municipalities, and has offered to provide such services at a high quality level to the VILLAGE for a reasonable cost as set forth herein; and

WHEREAS, the VILLAGE and the CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the Professional Services will be provided by the CONTRACTOR; and

WHEREAS, the VILLAGE has followed the selection and negotiation process for all services which require compliance with the Florida Consultant's Competitive Negotiation Act ("CCNA") under Chapter 287.055 F.S., as amended;

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties agree as follows:

SECTION 1. INCORPORATION, CONVENIENCE, AND INTENT.

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the CCNA. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

CONTRACTOR shall perform professional consulting services for the VILLAGE consisting of the following:

2.1 PLANNING AND ZONING SERVICES:

- Provide all staff services for planning and zoning applications.
- Provide information to the general public as it relates to all land development activities within the VILLAGE.
- Provide information to builders and developers as it relates to policies and procedures within the VILLAGE relative to land planning within the VILLAGE.
- Coordinate and attend ONE pre-application meeting for cost recovery applications.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all VILLAGE Council meetings and any workshops, at which attendance by the CGA is deemed necessary by the Village Manager or designee. Attend other County and State agency meetings and forums as required by the Village Manager or designee.
- Act as staff for the VILLAGE to Lee County, Southwest Florida Regional Planning Council and State Department of Economic Opportunity as required by the Village Manager or designee.

- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities in conjunction with the VILLAGE's Community Development Director.
- Organize, maintain retrieve and archive official records of VILLAGE and retrieve as necessary.
- Provide information to Village Manager or designee on all relevant and applicable planning issues.
- Provide central intake services for all applications attendant to the above.
- Prepare and coordinate agendas and back up materials for Planning and Zoning and Design Review Boards and VILLAGE Council for all Community Development matters.
- Review all zoning permit applications for conformity to approved plat, development order and zoning code. This does not include plat or development order review.
- Review all sign code permits.
- Review all applications for certificates of use to ensure conformity to zoning code and coordinate with the issuance of a business tax receipt.
- Prepare zoning verification letters and minimum use determinations.
- Collect all fees based on approved fee schedule.
- Perform all planning and zoning reviews not subject to work authorizations or cost recovery (see Section 2.12 below).

Staffing Level: Staffing shall consist of one Senior Planner, one Zoning Technician, and one half-time intake/administrative assistant shared with Development Review.

Fixed Fee: \$276,750.00 per year.

2.2 DEVELOPMENT REVIEW SERVICES.

- Provide all staff services for development order and site plan applications.
- Perform all development reviews in connection with applications for development orders and site plan approvals not subject to work authorizations or cost recovery (see Section 2.12 below).

Staffing Level: Staffing shall consist of one Senior Development Review Planner, and one half-time intake/administrative assistant shared with Zoning and Planning.

Fixed Fee: \$174,250.00 per year.

2.3 CODE COMPLIANCE SERVICES.

The CONTRACTOR shall provide Code Compliance Services forty hours per week, including weekends & evenings as needed. It is anticipated that as part of the transition plan for the services that will initially be required hereunder, the code compliance

compliance officer may have to spend more time on weekends and evenings until a proper level of compliance is achieved in the Village. The Code Compliance Officer will conduct code compliance inspections to determine violations of the Village's codes, rules and regulations, including, without limitation, sign codes and lot mowing compliance, which shall be both proactive (based on personal observations) and reactive (based on complaints - Phone; E-mail; Online through Inkforce; Walk-ins; or Village Manager or designee assigned projects).

The process for warnings shall include:

- Initial Inspection
- Violation Established
- Attempt to Establish Contact with the Property Owner / Occupant
- Courtesy Notice Issued (Mailed first class to Owner of Records and/or Posted on the property)
- Re-inspection
- Violation Complied – Affidavit of Compliance issued / Case Closed
- Violation Not Complied – Formal Notice of Violation / Notice of Hearing

The process for citations shall include:

- Formal Notice of Violation / Notice of Hearing Issued (Mailed to Owner of records via First Class & Certified Mail / Posted if green card not received min. 10 days prior to hearing)
- Case Presented to Special Magistrate
- Order issued by Special Magistrate (Set comply-by Date & Per diem fine)
- Re-Inspection
- Violation Complied – Affidavit of Compliance issued / Case Closed
- Violation Not Complied – Affidavit of Non-Compliance Issued / Fines start to accrue and liens filed.

Additional tasks shall include:

- Coordination of the Business Tax receipt program, which will include routine patrolling of commercial areas to ensure BTRs are valid and current.
- Providing testimony and evidence at Special Magistrate Hearings.
- Creating and maintaining all documents related to the Special Magistrate process (Notices of Hearing, Orders, Continuances, Time Extensions, Requests for Relief, etc.)
- Creating and maintaining Special Magistrate Hearing Agendas.
- Providing assistance to the Special Magistrate and Code Compliance Inspector during hearings.
- Creating and maintaining Special Magistrate Hearing minutes & voice recordings.

- Filing & Archiving of Code Compliance case files.
- Assisting other VILLAGE Departments in the performance of their duties.
- Attending HOA and Civic Association meetings as requested by VILLAGE Manager or designee.
- Attending Village functions / Council meetings as requested by Village Manager or designee.
- Answering phone calls (cell phone & land line).
- Meeting with residents/business owners upon request.

Staffing Level: Staffing shall consist of one Code Compliance Officer with vehicle and phone and one part time clerk to be shared with the Building Department.

Fixed Fee: \$188,600.00 per year

2.4 INFORMATION TECHNOLOGY SERVICES.

The CONTRACTOR shall provide the following Information technology services consisting of the following:

IT Assessment

- Perform inventory and document all VILLAGE owned hardware/software.
- Assess the VILLAGEs network infrastructure/security and document accordingly (Identify all network vulnerabilities).
- Create summary of VILLAGE IT Assessment with recommended solutions.

End User/Desktop Support

- Create/Delete user account for employees.
- Change/Reset user passwords.
- Troubleshoot all computer related issues.
- Perform desktop Operating System updates and hot fixes using recommended software.

File Backup - utilizing recommended solutions for hardware and software

- Create backup strategy for network-shared files to include off-site storage & tape retention.
- Perform backups on all network related files.
- Maintain tape backup device.

Network File Sharing - utilizing recommended solutions for hardware and software

- Create process for network file sharing on server.

- Train users on proper file sharing methods.

Network Print Sharing

- Configure all printers for network printing (if feasible).
- Install network printers on user workstations.

Email

- Configure and administer exchange server to host VILLAGE email.
- Recommend email archiving for compliance with state retention requirements.
- Maintain exchange server.

Procurement

- Act on behalf of the VILLAGE for all technology purchases as requested by the VILLAGE Manager.
- Hardware and software costs (other than the software described in this Agreement) are not included under this contract.
- Create and implement defined security policies for all VILLAGE staff internally and remotely.
- Create and implement email policies for all VILLAGE staff.

Server Maintenance - utilizing recommended solutions for hardware and software

- Perform monthly server updates to include firmware and operating system.
- Replace all malfunction parts under warranty with manufacture.

Staffing Level: Staffing shall consist of one on-site System Support Manager with phone.

Fixed Fee: \$123,000.00 per year

2.5 INKFORCE.NET SOFTWARE.

The INKforce.net project approach contains eight basic components throughout the implementation process for each module. The four modules include:

- Code Enforcement Group
- Building and Permitting Group
- Planning and Zoning Group
- Business Licensing Group

In order to implement the software, the CONTRACTOR shall perform the following tasks.

- An initial meeting will take place with the INKforce™ Project Manager to review and confirm in complete detail the total project scope, specific system requirements, goals and objectives, workflows and business processes.
- All GIS requirements will be identified and reviewed.
- Perform a comprehensive review of the VILLAGE network hardware and client / mobile devices, etc. to develop a project plan, work flow diagrams and defined scope statement.
- Determine if any software customization is needed.
- Setup code, fee schedule, and impact fee databases.
- Develop a data export procedure to import payment information into the VILLAGEs accounting software.
- Provide hands-on training for all modules.
 - Conduct a web-based training session
 - Conduct internal testing
- Obtain implementation feedback by reviewing new data collected in the test database and the processes and work flows used by the end users

Total Setup Cost: \$59,000.00 (one-time fee). Included in cost are:

- Building module
- Code Enforcement module
- Planning and Zoning module (including set up for Development Review/Site Plan and Environmental reviews)
- Occupational Licensing module
- Point of Sale module
- GIS module
- 5 enterprise wide licenses
- Timely GIS address updates (in connection with Lee County Property Appraiser's GIS system)
- Bronze call center support
- Training
- Laserfische GIS integration support for GIS portal and components
- Municipal code data entry
- Data transfer bridge into Local accounting software
- Escrow account where the software source code will remain with any updates as applied during implementation and future updates.

Annual hosting fee \$15,300.00

2.6 LASERFISCHE SOFTWARE.

Laserfiche is a unified solution that will manages all of the VILLAGE's documents and records, regardless of location or media. CONTRACTOR will oversee the successful deployment of the Laserfiche Avante software completed by MCCi llc. Our process and expected deliverables is as follows:

Client Consultation - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the project manager, the basic folder structure, document naming scheme and template set-up will be configured prior to onsite training.

Remote Installation and Configuration – The focus of this process is for MCCi to coordinate with the VILLAGE's IT staff in securing the required resources needed to install the Laserfiche Avante software and all of its components.

Business Process Workflow Configuration - MCCi's team of expert Project Managers and System Engineers will work in concert with the VILLAGE's IT staff to build a simplified workflow in the Laserfiche environment.

Software training services - MCCi will administer either instructor-led hands-on training or train-the-trainer training in the operation of the Laserfiche Software and Plug-ins. These training services will be provided onsite and remotely.

Total Setup Cost: \$ 63,232.00 (one-time fee). Included in cost are:

- ECM software licensing for Avante
- Web tools for Avante
- 3rd Party integration tools (Geodocs Toolset)
- Year 1 of maintenance
- Professional installation services
- Training center 10 – 24 users
- 5 fully named users
- 10 accessible web licenses
- OCR Scheduler for Laserfiche
- LF Workflow
- Exclusive access to the virtual training center

Annual Maintenance after first year \$11,950.00

2.7 BUILDING SERVICES.

The CONTRACTOR shall provide services for the five functional aspects related to the building permit process.

Permit Intake

- A Plans Examiner/Inspector will be on site a minimum of 40 hours a week to ensure that the staffing levels remain sufficient to provide an efficient and effective customer experience.
- Digital permit applications will be utilized for small single use permits including water heaters, air conditioner change outs, and re-roofs.
- Develop and implement permit checklists and application forms.
- Develop and implement a permit walkthrough permitting process with a defined schedule

Plan Review/Processing

- Permit application and plans will reviewed by all departments with a goal of 5 business days but all reviews will be completed in no more than 10 business days for large projects and 5 business days for minor permits.
- CONTRACTOR staff will provide the customer with a clear path to approval.
- All plan reviews will be fully documented in InkForce as the reviews proceed. When all disciplines and departments have approved a file the permit will be processed immediately, the customer will be contacted and the permit will be issued.
- Provide qualified and experienced professionals trained to provide efficient and effective reviews.
- Provide concise comments specific to the project. The review comments will provide a clear path to approval.
- All review staff will be available for customer consultations for professional and friendly assistance.

Inspections

CONTRACTOR will set up several methods to create effective options for scheduling and providing an inspection.

- Establish a dedicated phone line for inspection scheduling.
- Provide a dedicated email for inspection requests.
- Utilize and advertise the permitting software's ability to allow the customer to schedule inspections online.
- Implement inspection-scheduling procedures and timeframes.
- InkForce Permitting Software.
- Provide electronic access in each inspector vehicle.

- Effectively route inspections.
- Provide inspection management. This process provides guidance to the customer with communications at the site. The inspectors will review the project and inform the customer of the next required inspection and any items needed for the inspection.

Permit Closeout

This process includes reviewing the file to ensure that all documents have been received and completed. Producing all required certificates (certificate of occupancy or completion) and insuring that copies have been transmitted to the property appraiser's office for assessment. The processes will include:

- Organizing the file for effective record keeping.
- Implementing a tracking system for permit closeout.
- Issuing a letter for all permits that will expire in the next 45 days. This will assist in reducing the number of incomplete/expired permits.
- Issuing a letter for all permits that have expired. This will allow the permit holder to act prior to the need for a new permit under Florida law.
- Implement a reporting system to notify code enforcement of all expired permits and create a code violation. This step will reduce the overwhelming number of expired permits. This will also help reduce the blight on the VILLAGE by being proactive for partially complete projects and potential unsafe properties.
- Implement a tracking system for all certificates. This will ensure that the VILLAGE is receiving the correct taxes for real property by ensuring that the property has been correctly assessed.

File Maintenance

- Ensure that all files are correctly marked with a valid permit number.
- Centralize all permit files into 3 categories. (in review, issued, closed)
- Prepare each file for scanning during the closeout process.
- Assist in facilitating the complete implementation of electronic file storage. Work to make each electronic file available online.

Staffing Level: Staffing shall consist of one Chief Building Official with vehicle and phone, one Plans Examiner/Inspector with vehicle and phone, two receptionist/clerks, and one part time clerk to be shared with Code Compliance.

Fixed Fee: \$604,750.00 per year.

2.8 PROFESSIONAL SERVICES: HOURLY

In addition to the fixed fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Village Manager or designee, including, but not limited to, engineering, traffic engineering, landscape architect, survey and any other services requested by the Village Manager or designee.

Hourly Fee: See professional fee schedule attached as Exhibit "A."

2.9 PROFESSIONAL SERVICES: WORK AUTHORIZATIONS

CONTRACTOR will provide the necessary personnel and equipment for administrative and capital projects including, but not limited to, design, permitting, inspections, special reports, studies, and other related services as required by the Village Manager or designee, for which CONTRACTOR shall submit a schedule of work to be performed along with a cost proposal which shall require prior approval from the Village Manager or designee prior to any work being done by CONTRACTOR.

2.10 GENERAL ITEMS

2.10.1 Customer Service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain compliance, with citizens treated with respect and professionalism. Training and Professional Development will be conducted on an ongoing basis to provide the highest level of service possible to the VILLAGE and its citizens.

2.10.2 CGA shall provide vehicles to the Code Compliance Office, Chief Building Official and Plans Examiner.

2.10.3 While performing services under the Agreement, all personnel shall wear uniform shirt with the logo of the CGA and/or the VILLAGE and shall wear a VILLAGE identification tag. Identification tag shall be furnished by the Village.

2.10.4 While performing services under the Agreement, all personnel shall be equipped with communication equipment, including but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the Village Manager or designee and such list shall be updated and maintained on a current basis at all times.

2.10.5 The VILLAGE shall be responsible to provide CONSULTANT with office space for the on-site staff in Estero to be provided by CONSULTANT hereunder. The office space shall be furnished with furniture and equipment including computers and telephone system in the same manner as in the offices for the VILLAGE's own staff.

2.10.6 All services to be provided under this Agreement by CONSULTANT shall be provided in such a manner as to reasonably meet or exceed the Levels of Service set forth in Exhibit A to the RFQ.

2.10.7 The staff to be provided to the VILLAGE by CONSULTANT under this contract shall report to the VILLAGE Manager or designee. For all purposes of this Agreement, the Village Manager's designee shall be the Community Development Director, unless and until CONSULTANT is notified by the VILLAGE Manager in writing to the contrary. In the event that there is any difference of opinion as to process or substantive issues with respect to policies relating to services to be provided by CONSULTANT hereunder, the determination of the Community Development Director shall govern. If, following a determination of policy made by the Community Development Director, the CONSULTANT desires to have a formal review of such policy, the parties shall meet (CONSULTANT, VILLAGE Manager and Community Development Director), reasonably review such matters on a collaborative basis and attempt to reach a resolution of the issues therein. If any such discussion the final decision of the VILLAGE Manager with respect thereto shall govern.

2.11 WORK AUTHORIZATIONS FOR SPECIAL PROJECTS.

Special projects include all items not included within this scope and not covered by the cost recovery process. These items include the development of the VILLAGE's first comprehensive plan and land development regulations, modifications to ordinances and special studies.

2.12 COST RECOVERY.

Professional services associated with the processing and review of applications, submissions, or requests concerning proposed matters affecting development, utilization, or improvement of property in the Village, including, without limitation, the preparation of staff reports and attendance at public hearings related to such applications. Applications subject to cost recovery shall include the following:

- Planned Development (including original plan, amendments and final approval)
- Development of Regional Impact (including all DRI related reviews such as abandonments, substantial and non-substantial deviations, ordinance and agreement reviews, time extensions, and notices of proposed change.)
- Special Exception
- Variances
- Development Order (including new submittals, major or minor modifications, and resubmittals)
- Plat

- Vacation
- Comprehensive Plan Amendment
- Rezoning
- Any planning, zoning or other type of development application as determined by the Village Manager or designee as being suitable in scope and complexity for treatment under the cost recovery system.

The disciplines to be covered by these services include, without limitation:

- Planning and Zoning (including historic review issues)
- Civil Engineering (including Flood Plain issues)
- Traffic Engineering
- Landscape Architecture
- Environmental
- Survey

The cost recovery system shall be as set forth in an Ordinance with respect to Cost Recovery as enacted by the Village Council to include the Village's actual costs of the provision of services, in terms of VILLAGE staff and CONSULTANT's fees for time expended in such review and processing. To the extent that on-site staff from the CONSULTANT work on cost recovery matters, the charges for their work on an hourly basis shall be credited back against the Fixed Fees payable under this Contract.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT, whether fixed fee or hourly pursuant to a work authorization or for services under the cost recovery system.

3.2 CONSULTANT shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A."

3.3 VILLAGE shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, the VILLAGE may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT.

When the above reasons for withholding payment are removed or resolved in a manner satisfactory to VILLAGE, payment may be made. The amount withheld shall not be subject to payment of interest by VILLAGE.

3.5 The fixed fees contained herein are based upon the amount of land development activity anticipated to occur in VILLAGE in FY 2015-2016. If the amount of land development activity increase or decreases, the Village Manager may, with the consent of CONSULTANT, increase or reduce some or all of the fixed fee amounts to reflect such increase or reduction in land development activity. During the first year of this Agreement, the Village Manager along with the CONSULTANT shall review the levels of staff under this Agreement on January 1, 2016 and on April 1, 2016 and shall meet to discuss an appropriate and equitable readjustment of the levels of staff necessary to meet the actual levels of land development activities that have occurred.

3.6 After the first fiscal year of this Agreement, each fiscal year thereafter, after the anniversary date of this Agreement, the parties shall meet and review the fixed fees, staffing levels, and hourly rates in Exhibit A and discuss adjusting them to the actual levels based on the necessary staffing levels and scope of work. The level of fixed fees was determined for purposes of this Agreement by the actual salaries of the Estero-based staff for CONSULTANT with a multiplier of 2.05 reflecting the Indirect Costs of CONSULTANT. Indirect costs include fringe benefits and general administrative expenses plus a factor for operating margin. The CONSULTANT shall promptly provide to the VILLAGE a copy of the annual audit report by its certified public accountants with respect to the Special Purpose Schedule of Indirect Costs utilized for consulting contracts with the Florida Department of Transportation.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT - This Agreement is a continuing contract, and shall commence on the date that it is fully executed by all parties and effective pursuant to the terms hereof, and shall continue in full force and effect unless and until it is terminated as provided below. The effective dates for services hereunder to be provided by CONSULTANT shall be on November 1, 2015, except that services for the Building Department shall be effective on January 1, 2016. In each case, the parties shall meet and reasonably agree upon a mutually satisfactory and reasonable transition plan to assure that services will be ready to be provided for each of these effective dates and that the fixed fees under this Contract are equitably adjusted to reflect the actual numbers and salaries of on-site personnel in Estero as the work transitions to on-site staff from what initially will be performed at CONSULTANT's home office in Ft. Lauderdale. It is recognized that such transition plans may require that some of the services hereunder may not initially meet the time limits in the Level of Services attachment to the RFQ until such time as the full complement of staff has been hired and are working at the Estero offices.

4.2 TERMINATION – Without Cause - This Agreement may be terminated by VILLAGE for any reason or no reason upon one hundred twenty (120) calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of VILLAGE up through the date of termination. Under no circumstances shall VILLAGE make payment for services that have not been performed.

4.3 TERMINATION - With Cause - This Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by VILLAGE, CONSULTANT shall indemnify VILLAGE against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement consultant. In the event that CONSULTANT is terminated by VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provisions of Section 4.2 shall apply.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the VILLAGE upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify VILLAGE Manager at least thirty (30) calendar days before any such change in ownership of CONSULTANT.

4.5 Upon termination, CONSULTANT shall turn over to VILLAGE all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the VILLAGE and any replacement consultants in the transition, including taking any acts necessary to allow the transfer in a usable format of all information and data stored under the computer software utilized under this Agreement.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;

- c. CONSULTANT has failed to obtain the approval of the VILLAGE where required by this Agreement;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, the VILLAGE may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT fifteen (15) calendar days to cure the default. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to Section 5.3. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the VILLAGE within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the VILLAGE's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3 In an Event of Default by the CONSULTANT, it shall be liable for all actual and reasonably foreseeable damages resulting from the default.

5.4 The VILLAGE may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the VILLAGE. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The VILLAGE's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the VILLAGE in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the VILLAGE Manager detailed status reports showing the status of all pending matters including, without limitation, cost recovery matters, work authorizations and special projects. The monthly status reports shall be detailed by project and cost recovery account/work authorizations, and shall be in the form reasonably agreed to by the VILLAGE Manager or designee.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the VILLAGE's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays excepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONSULTANT is an independent CONTRACTOR under this Agreement. Personal services provided by CONSULTANT shall be by employees of CONSULTANT and subject to supervision by CONSULTANT, and not as officers or employees of VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the VILLAGE.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the VILLAGE.

12.2 CONSULTANT shall not perform any services for Lee County or any municipality that is contiguous to the VILLAGE, unless approved by the VILLAGE.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the VILLAGE. In such instance, CONSULTANT shall disclose the relationship immediately to the VILLAGE Manager, who may retain an alternate consultant for those services. If the services relate to a fixed fee service, the fees for the alternate consultant shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless VILLAGE, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify VILLAGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT will defend and/or settle at its own expense any action brought against the VILLAGE to the extent that it is based on a claim that products or services furnished to VILLAGE by CONSULTANT pursuant to this

Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONSULTANT shall not commence work under this contract until CONSULTANT has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE Manager or designee, nor shall the CONSULTANT allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts approved by the VILLAGE Manager, with such coverages specifying amount of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by Chapter 440, Florida Statutes. CONSULTANT shall be responsible for maintaining the professional liability insurance on a claims made basis for a minimum of three (3) years following the termination of this Agreement. Upon request of VILLAGE, CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONSULTANT shall additionally notify VILLAGE, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$250,000 during the policy term. The VILLAGE Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the VILLAGE Manager. The VILLAGE shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF VILLAGE AND CONSULTANT

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the VILLAGE Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates Shelley Eichner, its Senior Vice President, as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The VILLAGE Manager or designee shall have the right to require CONSULTANT to change any personnel working on VILLAGE projects upon providing CONSULTANT with a ten (10) day written notice. Such requests from VILLAGE Manager or designee shall not be made unreasonably or arbitrarily.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either VILLAGE or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT: Shelley Eichner, Senior Vice President

Calvin, Giordano & Associates, Inc.

1800 Eller Drive, Suite 600

Fort Lauderdale, Florida 33316

Telephone: (954) 921-7781

Facsimile: (954) 921-8807

FOR VILLAGE: VILLAGE Manager

Village of Estero

21500 Three Oaks Parkway

Estero, FL 33928

With Copy to:

Burt L. Saunders, Esq.

Gray Robinson

8889 Pelican Bay Boulevard

Naples, FL 34118

VILLAGE Attorney

And a copy to:

Mary Gibbs

Community Development Director

VILLAGE OF ESTERO

21500 Three Oaks Parkway

Estero, FL 33928

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of VILLAGE and VILLAGE shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. VILLAGE shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the VILLAGE. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the VILLAGE Manager and provides said VILLAGE

Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the VILLAGE may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONSULTANTS

Subconsultants, if needed, will be subject to the prior written approval of the VILLAGE Manager or designee.

SECTION 20. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the VILLAGE to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the VILLAGE. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the VILLAGE Manager, which may be withheld or conditioned by the VILLAGE Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The VILLAGE may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The VILLAGE may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the VILLAGE deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the VILLAGE all reasonable facilities and assistance to facilitate the performance of inspections by the VILLAGE's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to VILLAGE contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the VILLAGE and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the VILLAGE.

SECTION 26. NO CONTINGENT FEES

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 CONSULTANT, any fee, council, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, council, percentage, gift or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Lee County, Florida.

SECTION 28. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 29. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and VILLAGE, and all negotiations and oral understandings between the parties are merged herein.

33.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

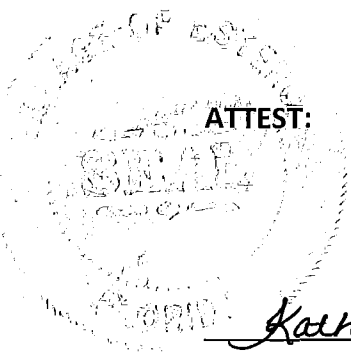
SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF
ESTERO AND CALVIN, GIORDANO & ASSOCIATES, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services on the respective dates under each signature:

ATTEST:


Kathleen Hall
KATHLEEN HALL, ^{Village} ~~Town~~ CLERK

VILLAGE OF ESTERO, through its
VILLAGE Council,

BY

Nick Batos
NICK BATOS, ITS MAYOR

23rd day of September, 2015

Approved as to form and legal sufficiency:

BY

Burt Saunders
Burt Saunders, Village Counsel

ATTEST:

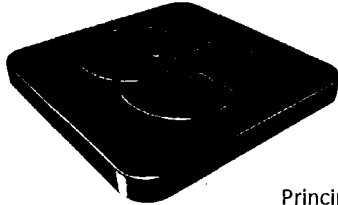
CALVIN, GIORDANO & ASSOCIATES, INC., a
Florida corporation

BY

Shelley Eichner
Its Senior Vice President, thereunto duly
authorized.

29 day of September, 2015

EXHIBIT A



Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS™

PROFESSIONAL FEE SCHEDULE

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering
and Inspection
Construction Services
Contract Government
Data Technologies
and Development
Emergency Management
Services
Engineering
Environmental Services
Facilities Management
Indoor Air Quality
Landscape Architecture
Municipal Engineering
Planning
Public Administration
Redevelopment
and Urban Design
Surveying and Mapping
Traffic Engineering
Transportation Planning

GSA Contract Holder

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

Principal	215.00
Contract Administrator	190.00
Project Administrator	165.00
Executive Assistant / Clerical	75.00

ENGINEERING

Associate, Engineering (VI)	190.00
Director, Engineering (V)	175.00
Project Manager (IV)	150.00
Project Engineer (III)	130.00
Engineer (II)	110.00
Jr. Engineer (I)	100.00
Senior CADD Tech Manager	115.00
CADD Technician	95.00
Permit Administrator	90.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00

GOVERNMENTAL SERVICES

Associate, VP	190.00
Director of Code Enforcement	145.00
Director of Building Code	145.00
Project Manager	145.00
Grants Administrator	125.00
Code Enforcement Field Supervisor	110.00
Code Enforcement Field Inspector	90.00
Building Official	115.00
Building Plans Reviewer	90.00
Building Inspector	90.00
Permit Processor	75.00

SURVEYING

Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	130.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	480.00
Utility Locates (per hour)	205.00

LANDSCAPE ARCHITECT

Associate, Landscape Architect	165.00
Senior Landscape Architect	135.00
Environmental Administrator	125.00
Landscape Architect	120.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	90.00
Landscape Inspector/Arborist	105.00
Landscape Designer	120.00
Landscape Site Plan Reviewer	135.00

INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	125.00
Environmental Scientist	100.00

CONSTRUCTION

Associate, Construction	165.00
Construction Management Director	135.00
Construction Manager	125.00
Senior Inspector	100.00
Inspector	90.00
Construction Coordinator	90.00

EMERGENCY MANAGEMENT

Director	145.00
Planner	105.00
Assistant Planner	90.00

PLANNING

Associate, Planning	175.00
Director of Planning	150.00
Planning Administrator	150.00
Planning Manager	145.00
Senior Planner	125.00
Assistant Planner	90.00

EXPERT WITNESS

Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00

Effective October 1, 2014

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS
OF
CALVIN, GIORDANO & ASSOCIATES, INC.**

DATED: September 24, 2015

The undersigned, being all of the members of the board of directors of CALVIN GIORDANO & ASSOCIATES, INC., a Florida corporation (the "Corporation"), do hereby agree, pursuant to the provisions of the Florida Business Corporation Act, that the resolutions set forth below shall be deemed to have been adopted to the same extent and to have the same force as if adopted at a formal meeting of the board of directors of the Corporation, and the undersigned do hereby waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements that notice of such meeting be given:

Officers of the Corporation

RESOLVED, that the corporation hereby authorizes Shelley Eichner, Senior Vice President of Calvin, Giordano & Associates, Inc. to enter into a contract **TO PROVIDE COMMUNITY DEVELOPMENT SERVICES TO THE VILLAGE OF ESTERO.**

General Ratification

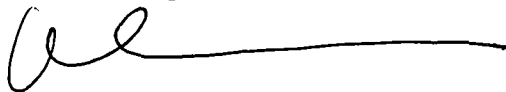
FURTHER RESOLVED, that all actions taken by the prior and existing officers and directors of the Corporation, when acting in the capacity of directors and officers of the Corporation, acting alone or jointly with any other officers or directors of the Corporation, during the period from inception of the Corporation through the date hereof, be, and they hereby are, approved, ratified and confirmed in all respects as the acts and deeds of the Corporation; and

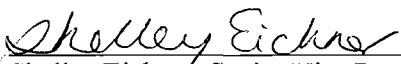
FURTHER RESOLVED, that this Unanimous Written Consent may be executed in one or more original or facsimile counterparts, each of which when so executed and delivered and all of which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of the date first above written.

BOARD OF DIRECTORS:


Dawn Hopkins, Corporate Secretary


Dennis Giordano, President


Shelley Eichner, Senior Vice President

Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

State of Incorporation - Florida

SAFEbuilt Florida, LLC
 18001 Gulf Boulevard, Redington Shores, FL 33708
 Phone: Fax: Email:

AGREEMENT FOR SERVICES

14th THIS Agreement is made this 14th day of November, 2019, to be effective as of the 14th day of November, 2019, by and between the City of Fellsmere, Florida, a municipal corporation, whose address is 22 South Orange Street, Fellsmere, Florida 32948 (hereinafter referred to as "Municipality") and SAFEbuilt Florida, LLC, a foreign limited liability company, whose address is 1800 Gulf Boulevard, Redington Shores, Florida 33708 (hereinafter referred to as "Agency").

WHEREAS, the Municipality desires the services of an independent firm to provide high quality professional building, electric, plumbing, gas and mechanical plan review and inspection services and full Building Official and administrative services (hereinafter collectively referred to as "Building Services") sensitive to community needs; and

WHEREAS, the Municipality desires the services of an independent firm to provide high quality professional fire plan review and inspection services, including but not limited to, fire sprinkler; fire alarm; hood suppression; commercial, mechanical, LP and medical gas and other similar reviews and inspections; annual inspections; and all other inspections performed after the issuance of a Certificate of Occupancy; special event inspections; and full Fire Official administrative services (hereinafter collectively referred to as "Fire Services") sensitive to community needs; and

WHEREAS, Municipality also desires the services of an independent firm to provide Rental Registration and Contractor Registration services (hereinafter collectively referred to as "Community Services") sensitive to community needs; and

WHEREAS, The Agency currently provides building and fire plan review and inspection services for the Municipality and provides the Municipality's Building and Fire Officials; and

WHEREAS, Municipality desires to expand the services of Agency to provide all Building Services, Fire Services and Community Services as set forth above and in this Agreement; and

WHEREAS, in consideration of the foregoing and mutual covenants contained in this Agreement, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained in this Agreement, the parties, agree that:

1. **WHEREAS RECITALS.** The above recitals are true and correct and are incorporated herein.
2. **BUILDING SERVICES.** The Agency will provide Building Services for the Municipality and other necessary services related to contacts with residents, contractors and Municipal Officials, and all associated tasks necessary to meet the plan review and inspection needs of the Municipality. The Agency shall provide an employee from within its firm and that employee is hereby designated as the Building Official of the Municipality. The Agency shall provide all building administrative

services not otherwise reserved herein to the Municipality. Building administrative services does not include planning and zoning administration, which is reserved to the Municipality.

3. FIRE SERVICES. The Agency will provide Fire Services for the Municipality and other necessary services related to contacts with residents, contractors and Municipal Officials, and all associated tasks necessary to meet the plan review and inspection needs of the Municipality. The Agency shall provide an employee different from the Building Official and that employee is hereby designated as the Fire Official of the Municipality. The Agency shall provide all fire administrative services not otherwise reserved herein to the Municipality.
4. BUILDING SERVICES - CERTIFICATES/LICENSES. All persons performing Building Services, including but not limited to, the Building Official, shall possess all standard certificates and/or licenses per Chapter 468 Florida Statutes, as amended, in the disciplines they practice. All such certificates or licenses shall remain in full force and effect during the term of this Agreement. Failure to keep all certificates and/or licenses in good standing or to possess such certificates and/or licenses shall be cause for immediate termination of this Agreement.
5. FIRE SERVICES - CERTIFICATES/LICENSES. All persons performing Fire Services, including but not limited to, the Fire Official, shall possess standard certificates and/or licenses per Chapter 633 Florida Statutes, as amended, in the disciplines they practice. All such certificates and/or licenses shall remain full force and effect during the term of this Agreement. Failure to keep all certificates and/or licenses in good standing or to possess such certificates and/or licenses shall be cause for immediate termination of this Agreement.
6. BUILDING SERVICES - AGENCY PROVIDES. For Building Services, the Agency shall provide its employee(s):
 - A. Salary and benefits;
 - B. Field communication equipment;
 - C. Vehicle or mileage/allowance for the inspectors and Building Officials;
 - D. Administrative services and supplemental systems and support for administration of Building Services;
 - E. Regular Municipal office availability for meeting the public;
 - F. Assistance to the Municipality's code enforcement personnel;
 - G. Available personnel for back-up plan review, inspection and building official duties when the principal staff are unavailable for more than two business days;
 - H. Flood Plain Management services in compliance with FEMA requirements; and
 - I. Administrative coordination with Municipality, at no cost to the Municipality.
7. FIRE SERVICES - AGENCY PROVIDES. For Fire Services, the Agency shall provide its employee(s):
 - A. Salary and benefits;
 - B. Field communication equipment;
 - C. Vehicle or mileage/allowance for the inspectors and Fire Officials;
 - D. Administrative services and supplemental systems and support for administration of Fire Services;
 - E. Assistance to the Municipality's code enforcement personnel;
 - F. Available personnel for back-up plan review, inspection and fire official duties when the principal staff are unavailable for more than two business days; and
 - G. Administrative coordination with Municipality, at no cost to the Municipality.

8. COMMUNITY SERVICES - AGENCY PROVIDES. The Agency shall provide the following additional Community Services:
- A. Conduct, manage and implement all aspects of the Municipality's Contractor Registration Program.
 - B. Conduct, manage and implement all aspects of the Municipalities Rental Registration Program.
 - C. Administrative services and supplemental systems and support for the services as provided above at no cost to the Municipality; and
 - D. Administrative coordination with Municipality as provided above at no cost to the Municipality.
9. TERM. The term of this Agreement shall be for a period of three (3) years. The Municipality shall have the option to continue this Agreement for three (3) additional one (1) year periods for a total duration of six (6) years. After termination of this Agreement, the Municipality shall not negotiate with, employ/hire any employee who worked at least quarter-time or more during the twelve (12) month period immediately prior to termination of this Agreement and who is employed with the Agency at the termination of this Agreement to provide any of the services set forth herein. The Municipality shall not negotiate with, employ/hire any employee for at least 12 months after termination of the employee's employment with the Agency who worked at least quarter-time or more during the twelve (12) month period immediately prior to termination of employment with Agency and who was employed by the Agency during the term of this Agreement. The term "employ/hire" shall extend to the above referenced employee forming a corporation, partnership, limited liability company, other business entity, working for a competing company or by working as an in-house building employee for the Municipality.
10. TERMINATION. Either the Municipality or the Agency may terminate this Agreement at any time without cause by giving not less than ninety (90) days written notice to the other party of the intention to terminate. At the end of the termination notice, any permits issued prior to the last day shall have the fees paid to the Agency as provided in this Agreement and the inspections relating to those fees shall be performed by the Agency. Permits issued after the last day shall be the responsibility of the Municipality and no payment shall be made to the Agency for those permits. It is understood and agreed that all documents, computer programs, and electronic files, including detailed reports, plans, original tracings, specifications, and all other data, prepared or obtained by the Agency in connection with its services hereunder shall be delivered to, and shall become the property of the Municipality prior to the final payment to the Agency. All records stored electronically must be provided to the Municipality, upon request from the Municipality's custodian of public records, in a format that is compatible with the information technology systems of the Municipality. The Agency shall not be liable for any use by the Municipality of said documents or data if modified in any manner without written approval of the Agency.
11. EXCLUSIVE PROVIDER. The Agency is the exclusive provider of the services listed, described and contained in this Agreement for the entire area of the Municipality during the term of this Agreement. Any "other provider" of Building Services, Fire Services, Community Services or other services listed herein to the Municipality during the term of this Agreement will be considered a violation of this Agreement, and the Municipality shall pay the Agency the fees that would have been paid to the Agency had the "other provider" not been hired by the Municipality for as long as the "other provider" is employed by the Municipality. This paragraph does not apply to employees of the Municipality acting under the direct supervision of the Agency, to Fire Official duties reserved to Indian River County as set forth in Chapter 34, Code of Ordinances or to any Interlocal

Agreement relating to Fire Services that may be entered into between the Municipality and Indian River County Emergency Services District subsequent to this Agreement.

12. LICENSE REQUIRED. This Agreement shall not authorize the performance of any construction work within the Municipality by persons, entities or organizations not duly licensed. The Agency shall not issue a permit to any contractor, subcontractor, or others for the performance of work in the Municipality who are not properly licensed or otherwise authorized to do such work. The Agency will not authorize or allow any development that is in violation of any Municipal, State or Federal law.
13. INDEMNIFICATION. The Agency agrees to indemnify, defend and hold harmless the Municipality, its officers, employees and agents from and against any and all claims, suits, demands, losses, causes of action, damages, lawsuits, judgments, including reasonable attorneys' fees, paralegal fees and costs arising out of any act or omission of the Agency, and causing injury to any person or persons or property, whomsoever and whatsoever related to services provided by Agency pursuant to this Agreement in the amount of \$1,000,000 per occurrence. The specific considerations given for the promises of the Agency set forth in this paragraph are the employment of the Agency pursuant to this Agreement, other good and valuable considerations and Ten Dollars (\$10.00) in hand paid by the Municipality to the Agency, receipt whereof is hereby acknowledged and the adequacy of which the Agency accepts as completely fulfilling the obligations of the Municipality. Notwithstanding the provisions of this paragraph, nothing contained herein shall be construed as a waiver of any immunity from, or limitation of liability the Municipality has under the Doctrine of Sovereign Immunity of Section 726.28, Florida Statutes, as amended. The Agency agrees to, at all times, at its expense, carry comprehensive general liability insurance in the amount of not less than two million dollars. A certificate of insurance naming the Municipality as an additional insured and indicating that such policies are in full force and effect will be supplied to the Municipality.
14. COMPENSATION/FEES COLLECTED. All fees for any services provided by the Agency for the Municipality shall be collected by the Municipality. The Agency shall provide a statement for services rendered and a recap of permits issued, and services provided for each month. Upon approval of the statement by the Municipality, the Municipality shall remit to the Agency one hundred percent (100%) of the Rental Registration; Contractor Registration; and fire, building, electric, plumbing, mechanical or gas permit and plan review fees collected, based on the current City Building Review and Fire Permit Fee Schedules attached hereto, less the amount of \$1,000.00 per month, which amount of the fees collected shall be retained by the Municipality. If the amount of fees collected is less than \$1,000.00 in any given month, the difference shall be carried over to the following month(s) to be retained by the Municipality upon receipt of sufficient funds. The Municipality shall compensate the Agency within thirty (30) days of receipt of an approved invoice. Within sixty (60) days of the end of the Agency's fiscal year, the Agency shall reimburse and pay the Municipality ten percent (10%) of the Agency's gross receipts from the Municipality over \$120,000.00. The effective date of this paragraph shall be October 17, 2019 with respect to all fee splits set forth herein. Payments to the Agency as set forth herein shall constitute all remuneration owed to the Agency for the services set forth in Sections 6, 7 and 8 hereof, as well as other provisions of this Agreement, except for those charges set forth in Section 16.
 - 14.1 The definition of fire, building, electric, plumbing, mechanical or gas permit fees shall be determined by the Municipality pursuant to Florida Statutes 218.33, as authorized by the Uniform Accounting System Chart of Accounts and shall only include any building, electric, plumbing, mechanical or gas permit and plan review fees coded to a 322 Account code.

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- 14.2 The City Building and Fire Review and Permit Fee Schedule will not be increased by the City for at least five years from the date of this Agreement except as otherwise set forth in Section 16 of this Agreement. The Municipality further reserves the right, at its sole discretion, to increase or reduce the amounts charged under any of the above referenced fee schedules. Any modification to the fee schedule shall be coordinated with the Agency. If the resulting fee schedule is not acceptable to the Agency, it may withdraw from this Agreement as set forth in Section 10 above.
15. UNSAFE BUILDINGS. Municipality shall provide services for Unsafe Buildings as described in Section 111 of the Florida Building Code. The Agency shall assist the Municipality upon request with inspections and provide support to the City of Fellsmere Building Board of Appeals and the Florida Building Commission. The Municipality shall compensate the Agency for any activities relating to the duties for Unsafe Buildings at the rate set forth in Section 16 herein.
16. COMPENSATED HOURLY RATE. The Agency shall perform inspections and any activities and meetings relating to the duties herein where no fee is required at the direction of the Community Development Director or designee and forward those reports to the appropriate person(s) with the findings. The Municipality shall compensate the Agency, at the rate of \$85.00 per hour for all such inspections performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday excluding travel time, which shall not be charged, and all such other duties and meetings performed during the business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday excluding travel time, which shall not be charged. The Municipality shall compensate the Agency for all inspection and other duties and meetings occurring other than the normal business hours noted above at the rate of \$127.50 for each hour excluding travel time, which shall not be charged. There will be a one-half hour minimum per inspection trip or meeting. No additional time shall be compensated by the Municipality unless approved by the City Manager. Hourly fees stated herein shall not be charged for phone calls to the public, contractors or the Municipality or for coordination with the Municipality related to the duties outlined in this Agreement. The hourly rates stated herein shall be revisited on a yearly basis and may only be changed concurrent with a change to the corresponding Building Permit Fee Schedule. In addition to inspections and any activities and meetings relating to the duties herein where no fee is required, the following additional activities shall be compensated at the applicable hourly rate set forth in this paragraph subject to prior approval of the Community Development Director:
- A. Meetings associated with permits or permit applications to clarify plan review or inspection comments.
 - B. Meetings associated with future projects to clarify process or application requirements.
17. OFFICE/EXPENSES. The Municipality shall provide the Agency with office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier and fax machine during the term of this Agreement. The Agency shall be responsible for its long-distance phone charges other than those related to Municipal business; uniforms; all official application, inspection and other forms; office supplies; office equipment necessary for the performance of its responsibilities and cell phones. The location and size of the Agency's office area shall be determined as mutually agreeable with the Municipality.
18. BUILDING OFFICIAL. The Agency shall provide availability of the Building Official a minimum of two business days per week for meetings with residents, contractors and the Municipality. All

phone messages or emails shall be acknowledged within one business day. Full responses to inquiries from the general public, residents, contractors or the Municipality shall be provided by the Agency within two (2) business days. Generally, inspections shall be performed between 7:00 a.m. and 6:00 p.m. Monday through Thursday, except on an as needed basis as determined by the Building or Fire Official. The Agency may coordinate inspections on specific days of the week but shall maintain inspection availability, as needed, during the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday. Inspections performed under this Agreement shall be conducted within one (1) business day of the request, unless the Applicant accepts an inspection on a specific day, with Fridays being excepted. In no case shall inspections be delayed longer than three (3) business days after request.

19. AGENCY STAFFING. Agency shall maintain additional staff sufficient to intake and route plans and applications, prepare certificates, schedule inspections, maintain databases, respond to public inquiries, and perform all administrative duties of building and fire services, Rental Registration, and Contractor Registration.
20. AGENCY PERSONNEL. While performing services under this Agreement, all Agency personnel shall wear a uniform shirt with the Agency's logo and if applicable, shall wear a Municipality identification tag. While performing services under this Agreement, all Agency personnel shall be equipped with communication equipment, including, but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the City Manager, or his or her designee, at the time of execution of this Agreement and such list shall be updated and provided to the Municipality on a regular basis.
22. EMERGENCY. Upon a Deceleration of a State of Emergency by the City Council, and upon request of the Municipality, the Agency shall provide additional staff to handle emergency permitting and inspection services during post disaster recovery. Fees shall be paid as set forth herein; however, any travel outside 50 miles from Fellsmere will be compensated pursuant to federal rates for per diem, travel and lodging.
23. SEVERABILITY. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
24. LAW/VENUE. This Agreement shall be governed by the laws of the State of Florida with respect to the interpretation and performance. Venue for any suit brought in connection with this Agreement shall be brought and maintained in Indian River County, Florida. Venue for any suit brought in Federal Court shall be brought and maintained in the Southern District of Florida, Fort Pierce Division.
25. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the Municipality and the Agency.
26. WAIVER. Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

27. PUBLIC RECORDS.

- 1) IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 22 SOUTH ORANGE STREET, FELLSMERE, FLORIDA 32948 (772) 571-1616 CITYCLERK@CITYOFFELLSMERE. ORG.
- 2) Agency shall comply with the public records law, specifically to:
 - (a) Keep and maintain public records required by the Municipality to perform the service.
 - (b) Upon request from the Municipality's custodian of public records, provide the Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119.07 F.S. 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 for the duration of the Agreement term and following completion of the Agreement if Agency does not transfer the records to the Municipality.
 - (d) Upon completion of the Agreement, transfer, at no cost, to the Municipality all public records in possession of Agency or keep and maintain public records required by the Municipality to perform the service. If Agency transfers all public records to the Municipality upon completion of the Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keeps and maintains public records upon completion of the Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Municipality, upon request from the Municipality's custodian of public records, in a format that is compatible with the information technology systems of the Municipality.
- 3) Requests for public records shall be processed as follows:
 - (a) If Agency receives a request to inspect or copy public records relating to the Municipality's Agreement with Agency, Agency shall advise the requesting party that the request must be made directly to the Municipality. If the Municipality does not possess the requested records, the Municipality shall immediately notify Agency of the request, and Agency must provide the records to the Municipality or allow the records to be inspected or copied within a reasonable time.
 - (b) If Agency does not comply with the Municipality's request for records, the Municipality shall enforce the Agreement provisions in accordance with the Agreement.
 - (c) Should Agency fail to provide the public records to the Municipality within a reasonable time Agency may be subject to penalties under Section 119.10 F.S.
- 4) Enforcement of requests for public records by civil action will be processed as follows:
 - (a) If a civil action is filed against Agency to compel production of public records relating to the Municipality's Agreement for services, the Court shall assess and award against Agency the reasonable costs of enforcement, including reasonable attorneys' fees, if:

- 1) The Court determines that Agency unlawfully refused to comply with the public records request within a reasonable time; and
 - 2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Agency has not complied with the request, to the Municipality and to Agency.
- (b) A notice complies with subparagraph 4. (a) 2) if it is sent to the Municipality's custodian of public records and to Agency at Agency's address listed in this Agreement or to Agency's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (c) If Agency complies with a public records request within 8 business days after the notice is sent Agency may not be liable for the reasonable costs of enforcement.
- 5) The Municipality may unilaterally cancel this Agreement at any time, without Notice, for refusal by Agency to honor requests for public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, as amended, and made or received by the Agency in conjunction with this Agreement.
28. WARRANTIES: The Agency covenants and warrants as follows:
- (a) It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
 - (b) It is possessed of the legal authority and capacity to enter into and perform this Agreement.
 - (c) It has been duly authorized to operate and do business in the State of Florida and the Municipality, that it has obtained or will obtain all necessary licenses and permits required in connection with this Agreement and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile, the State of Florida and the Municipality during the performance of this Agreement.
29. PUBLIC ENTITY CRIME STATEMENT: 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, independent contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
30. LICENSES: The Agency will furnish the Municipality copies of all licenses required under local or state laws and regulations covering itself, agents, vendors and concessionaires, prior to the commencement of services under this Agreement.
31. NOTICE TO THE AGENCY: The Municipality shall consider the employment by the Agency of unauthorized aliens, a violation of Section 274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for immediate unilateral cancellation of this Agreement by the Municipality.

32. NOTICES: Any notices, which any party may or is required to give, may be given by hand delivery, mailed by certified mail, return receipt requested, postage prepaid, by facsimile transmission or by overnight delivery service to the Municipality or to the Agency at the address shown below or at such other places as may be designated by the parties from time to time:

MUNICIPALITY: Mark D. Mathes, City Manager
City of Fellsmere
22 S. Orange Street
Fellsmere, FL 32948-6740

With a copy to the City's Attorney:
Warren W. Dill, Esq.
Dill, Evans & Rhodeback
1565 U.S. Highway 1 Sebastian, FL 32958

AGENCY: SAFEbuilt Florida, LLC
18001 Gulf Boulevard
Redington Shores, FL 33708

33. COUNTERPARTS AND FACSIMILES: This Agreement may be executed in multiple counterparts, each of which shall constitute an original. A facsimile copy or electronic transmission of this Agreement and any signature thereon shall be considered for all purposes as an original.
34. HEADINGS: Any headings used in this Agreement are for convenience only and are not to be used in its construction.
35. ASSIGNABILITY: This Agreement may not be assigned by the Agency without the express written consent of the Municipality. Any assignment by the Agency even if approved by the Municipality shall not relieve the Agency of its responsibilities and obligations resulting from this Agreement.
36. SURVIVAL: The terms, conditions, rights and obligations within this Agreement shall survive and be in full force and effect after the expiration or earlier termination of this Agreement.
37. AUTHORIZATION: The undersigned certify that they are authorized to execute this Agreement and that they are duly authorized to perform the services agreed to above.
38. TIME OF ESSENCE: Time is of the essence with respect to the performance of every provision of this Agreement, in which time of performance is a factor.
39. INDEPENDENT CONTRACTOR.
- (i) It is specifically agreed that Agency is deemed to be an independent contractor for the purposes set forth in this Agreement. Accordingly, it is further agreed that no agent, employee or servant of Agency shall be entitled to any benefits provided by the Municipality to its employees, including but not limited to, health insurance, workers' compensation insurance and/or unemployment insurance. Agency will be responsible for its acts and for the acts of its agents, employees, servants and sub-contractors during the performance of this Agreement. Agency and its agents, servants, and/or employees, while acting within the scope of this Agreement are acting under and pursuant to the authority of the Municipality. It is also acknowledged that the Municipality shall not have to defend

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Agency and/or its agents, servants and employees in any action brought by the Florida Department of Professional Regulation or the Board as required by Section 468.619(5) Florida Statutes, as amended.

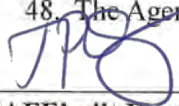
- (ii) Although Agency is an independent contractor, the work contemplated herein must meet the approval of the Municipality and shall be subject to the Municipality's general right of inspection to secure the satisfactory completion thereof. Agency agrees to comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to Agency, Agency's business, equipment or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Municipality will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of Agency.
- (iii) Agency agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

40. SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall be construed as a waiver or attempted waiver of immunity from, or limitation of, liability the Municipality has under the Doctrine of Sovereign Immunity under the Florida Constitution and Florida Statutes, including but not limited to, Section 768.28 Florida Statutes, as amended. In the event any claim or lawsuit is brought against the Municipality the Municipality shall not be liable to pay a claim or a judgment by any one person or entity or any claim or judgment or portions thereof which when totaled with all other claims or judgments paid arising out of the same incident or occurrence, which exceeds the amount of liability as set forth in Section 768.28 Florida Statutes, provided that the payment of said claim(s) shall be further limited to the actual amount of insurance proceeds paid for such claim(s). Nothing in this Agreement shall be construed as consent by the Municipality to be sued by third parties in any matter whether arising out of this Agreement or anything else whatsoever.

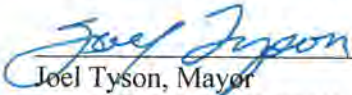
41. INSURANCE. At all times the Agency is providing services to the Municipality, the Agency agrees to maintain at the Agency's sole cost and expense, General Liability Insurance with bodily injury, death and Property Damage Limits of not less than \$2,000,000 per person and \$2,000,000 per occurrence, with no less than a \$2,000,000 aggregate limit. This coverage must include blanket contractual liability for injury to persons or property from any one accident. The Agency also agrees to maintain, at the Agency's sole cost and expense, Automobile Liability Insurance with bodily injury and property damage limits of not less than \$1,000,000, Worker's Compensation Insurance in such amounts as required by Florida law, and such other insurance as shall be necessary to insure the Agency against any claim(s) for damages arising from the Agency's activities herein, as determined by the Municipality. The Agency agrees to provide the Municipality with current certified copies of all insurance coverage prior to the commencement of services under the Agreement and shall name the City of Fellsmere as an additional insured with respects to the general liability insurance property damage insurance and automobile liability insurance coverages. The Agency acknowledges and agrees that the Agency may not perform any service or activities for the Municipality unless the Agency is adequately insured. Said insurance policies shall be placed with a company and in a form acceptable to the Municipality. At least ten (10) days prior to the expiration of any of said policies, the Agency shall cause to be delivered to the Municipality a certificate of renewal of such policy. All of the said policies or certificates shall contain an undertaking by the insurer to give the Municipality not less than ten (10) days written notice of any cancellation or change in scope or amount of coverage of such policy. The Agency hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from, or limitation of, liability the Municipality has under the Doctrine of Sovereign Immunity of Section 768.28, Florida Statutes.

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42. DISCRIMINATION. The Agency shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The Agency shall take all measures necessary to effectuate these assurances.
43. AMENDMENTS. This Agreement may be modified or amended, but only by a writing signed by both parties.
44. FORCE MAJEURE. The parties shall not be held liable for or be deemed to be in breach on account of delays due to any cause beyond its reasonable control, including but not limited to, acts of God, acts of civil or military authority, labor disputes, fire, terrorism, riots, civil commotion's, sabotage, war, embargo, blockage, floods, earthquakes, hurricanes, tornadoes, or other natural disasters, epidemics, delays in transportation, or when due to governmental restrictions. This provision shall not apply to any delay when the cause is avoidable through the exercise of due care and within the control of the applicable party.
45. HEADINGS. All headings are only for clarifications and are not to be used in any way for judicial construction of this Agreement or any paragraph.
46. ATTORNEY'S FEES. In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at trial and appellate level.
47. CONSTRUCTION. Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
48. The Agency agrees to provide these services commencing on the effective date first set forth above.


SAFEbuilt Florida, LLC (AGENCY)

11-14-19
DATE


Joel Tyson, Mayor

CITY OF FELLSMERE (MUNICIPALITY)

11-14-19
DATE

acknowledged and accepted

Attest:

Municipal Clerk

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Lakisha Burch

From: Joseph Berko <jberko@usanova.com>
Sent: Thursday, June 18, 2020 4:12 PM
To: Francine Ramaglia
Subject: FW: Municipal contracts & map
Attachments: SOQ_NOVA_Loxahatchee_municipal_061720.pdf

Good Afternoon Francine,

Please see the attached information for your team.

Joe

Joseph Berko
Building Official
NOVA Engineering
jberko@usanova.com
cell.239.910.5617

From: Jason Hill <jhill@usanova.com>
Sent: Thursday, June 18, 2020 3:50 PM
To: Joseph Berko <jberko@usanova.com>
Cc: Javier Jimenez <jjimenez@usanova.com>
Subject: Municipal contracts & map

Joe, see attached. Please forward this to the people we will be speaking with tomorrow at Loxahatchee Groves.

Thanks,
Jason



NOVA

PROFESSIONAL | PRACTICAL | PROVEN

Statement of Qualifications
Municipal Outsourcing Services

LOXAHATCHEE, FLORIDA



Statement of Qualifications

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SUMMARY OF QUALIFICATIONS

For private companies and public entities seeking a dependable partner, NOVA adds value to a project by providing solutions that are balanced with reason and ingenuity. This is evidenced by NOVA's long list of marquee projects, high rate of repeat clients, and significant organic growth.

WHO WE ARE

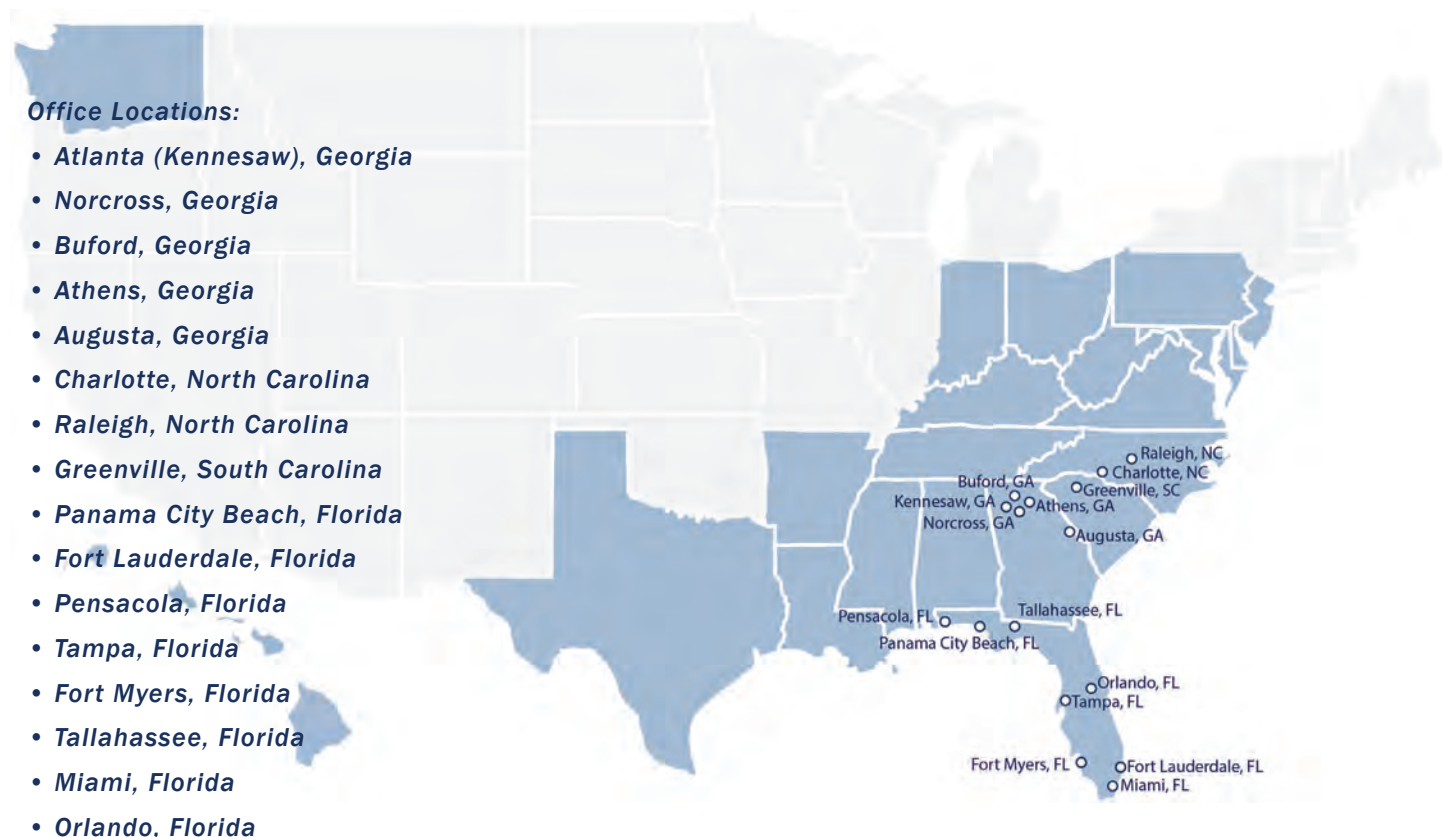
NOVA Engineering and Environmental was established on the principles of excellence, quality, and service. We are a company of people dedicated to delivering best-value services and solutions based on innovative applications of science and technology. We are committed to staying on the cutting edge of issues to help our clients meet the challenges of tomorrow. Our principals and staff of professionals have extensive experience in successfully addressing complex engineering and environmental concerns. Every person on our team is dedicated to providing quality, cost-effective professional services that lead to practical and innovative solutions for our clients in a prompt and responsible manner based on sound business, regulatory, engineering and construction practices.

Headquartered near Atlanta, Georgia, NOVA is an engineering consulting firm with over \$53 million in annual revenue. NOVA's staff and resources are more than sufficient to service major projects, yet strategically located to give personal attention to each project undertaken. With more than 420 personnel in 16 offices in 4 states, primarily in the southeast, our geographic coverage enables our personnel to have a working knowledge of local soil and geologic conditions, and established relationships with local regulatory agencies. We have performed or are currently providing engineering, environmental, and/or testing services in many states across the country.

Since our founding in 1996, NOVA has been a leader in solving complex issues and managing projects from inception to completion for clients in both the public and private sectors. Our clients include private industry; federal, state and local governmental entities; banks and lending institutions; school districts; commercial developers; retail companies; agricultural operations; and transportation agencies.

In addition to our traditional Environmental consulting, Geotechnical Engineering, and CMT consulting, NOVA also provides Building Envelope, Roofing Consulting, Forensic and Non-destructive Testing services. These services typically include detailed condition assessments, field and laboratory testing, repair design and drawing preparation, bid solicitation and inspection services during repair construction.

NOVA has also expanded to provide industry leadership in building code compliance services that include: Municipal and Government Outsourcing, Loss Prevention, Construction Defect Mitigation, Florida Private Provider™ and HUD Inspection services. Our professional staff includes experienced ICC certified plans examiners and inspectors, building officials, and engineers that can help you maintain the building standards of your community. NOVA's geographic footprint, office locations, and states where we are currently licensed to provide professional services are indicated on the map below.



NOVA believes that FOCUS is extremely important in business. At NOVA, we remain focused on knowing our Clients' project goals, helping create cost savings and communicating effectively. As we progress through our work assignments, we continually keep our clients updated on project findings. We are communication oriented, with positive, action-oriented attitudes.

The mission of NOVA's principals was to create a professional service consulting firm that listened to their Clients, to develop a clear understanding of our Clients' needs and goals, and to tailor our services to meet those needs in a quality, timely, and cost-effective manner.

Simply stated, NOVA's goal is to be the leader in our profession and to set the standards that other consultants in our industry strive to obtain. Based on feedback from our Clients, NOVA has and continues to meet and exceed their expectations.

The people who makeup NOVA are truly some of the best engineers, scientists, and technical professionals in the industry. Experience, technical ability and commitment to Client service from each and every staff member of NOVA are the simple secrets to our success.

PROFESSIONAL & TECHNICAL STAFF

Current Staff:

- *Registered Professional Engineers (specializing in Geotechnical, Materials, Building Envelope, Forensic and Environmental Engineering)*
- *Registered Professional Geologists*
- *Laboratory Specialists*
- *Level IA and IB Certified Stormwater Personnel*
- *ICC-certified Special Inspectors (Reinforced Concrete, Prestressed Concrete, Structural Masonry, Structural Steel Welding and Bolding, Sprayed Fire-Resistive Materials, Wood Framing and Commercial Building Inspectors)*
- *ACI, FACE, PCI, GSWCC, and NICET Certified Technicians*
- *AWS Certified Welding Inspectors*
- *Florida Threshold Engineers and Inspectors*
- *Forensic Specialists for Existing Building Evaluations*
- *Roofing and Paving Consultants*
- *Environmental Scientists*
- *Administrative Support Staff*
- *Building Code Professionals*
- *ADA Compliance Specialists*

STAFF EXPERTISE

The engineering consulting, testing and inspection market is very competitive. What distinguishes NOVA from other firms is that we are interested in providing true solution-oriented services to our Clients. We do this by stressing three fundamental principles:

- o Listen
- o Analyze
- o Solve

Our professional and technical team members are dedicated to these principles and implement them by listening to the client; analyzing the data available with engineering enterprise and state-of-the-art technology; and ultimately solving our Client's problems/needs by incorporating issues brought forth by the design and construction team members in a quality and cost-effective manner.

The following pages provide an overview of the service lines NOVA has to offer.



MUNICIPAL OUTSOURCING

MUNICIPAL OUTSOURCING AND BUILDING DEPARTMENT SERVICES

NOVA provides professional support services to meet the fluctuating demands of municipalities. Qualified professionals at NOVA can provide support staff to supplement existing municipal operations or provide the entire staff needed to manage and operate every aspect of a building department. At NOVA, we pride ourselves on having the ability to custom tailor our support services to the exact needs of each municipality that we serve.

NOVA's Building Code Administrators, Plans Examiners and Inspectors are focused on providing an exceptional level of service for municipalities of any size or type. As a result of years of successful experience providing code compliance inspection, plans review and municipal support services, NOVA's licensed professional staff has established an excellent reputation for having and maintaining an in-depth knowledge of the latest building codes and code developments.

Our firm offers proven client service and technical expertise, from permit processing and expediting, plan review services and inspections, to building official support. NOVA has provided plan review, code compliance inspections and municipal support services to numerous municipalities and school districts. Please contact us for our most current listing of clients and client references.

Our staff includes:

- Building Code Administrators (Building Officials)
- Certified Plans Examiners
- Multi-disciplined Licensed Inspectors
 - o 1 and 2 Family
 - o Building
 - o Mechanical
 - o Electrical
 - o Plumbing
- Disaster Damage Assessment Professionals



PLAN REVIEW

PLAN REVIEW SERVICES

NOVA's comprehensive, third-party Plan Review Services provide a multi-disciplinary review of proposed construction documents – independent from design professionals – that are intended to identify design and/or code-related deficiencies, improve constructability, reduce liability and expedite the Building Department's Plan Review process.

Our staff consists of expert Professional Engineers, Master Code Professionals and Certified Plan Examiners who take pride in supporting the project's design team professionals and owners in developing safe, constructible and efficient buildings that comply with all applicable building codes and evaluate plans using a comprehensive approach. NOVA's plan review includes:

- Review for Building Code Compliance Reviews
- Review for Zoning Setback Compliance
- Review of Survey submitted to verify Flood Zone requirements
- Vertical Alignment Checks
- Review for Constructability
- Completeness of Design Details and/or Specifications Reviews
- Dimensions Review and Check for Dimensional Conflicts
- Design or Specification Code Violations or Conflicts Identification
- Applicability of Specified Systems, Equipment, Materials and Finishes Checks



NOVA's Plan Review Services encompass established trade standards, constructability and best practices which focus on problematic areas that have historically created problems for builders during construction and at turnover. Our experienced Plan Examiners focus on the design/construction elements listed below during the review process:

- Building Envelopes
- Structural, Mechanical, Electrical and Plumbing Systems
- Energy Code Calculation, Input Data Summary and Load Sizing Calculation Methods
- Vibration Isolation and Noise Control Systems
- ADA/Fair Housing Compliance
- Reinforcing Steel Coverage and Corrosion Protection Systems
- Balcony Construction and Drainage
- Railings, Grout and Waterproofing
- Fire Partitions and Rated Shaft Walls
- Roofing, Waterproofing and Deck Coatings
- Planters, Drainage and Irrigation Systems
- Code Enforcement and Signage

ADA COMPLIANCE

ADA COMPLIANCE SERVICES

NOVA provides a broad range of services that includes the preparation of the “self” evaluation plan and transition plan with regard to either Title II or Title III compliance with the ADA depending on entity type. Various members of our team have worked together in different capacities for over 10 years and understand each other’s expectations, strengths and abilities.

Our firm has trained ADA coordinators and inspectors within the southeast, is very familiar with the regulations, and have extensive experience with Title II “Program Access” and Title III “readily achievable barrier removal” obligations. We have experienced, and worked through, the common and unforeseen challenges that may come with the development of the “self-evaluation” and transition plans for private businesses as well as those for city, local and county governments.

Field Assessment or Self-Evaluation

This includes assessing the existing conditions and developing a plan that will identify the barriers to access and compliance with the 2010 ADA Regulations and Standards for Accessible Design. Depending on the entity type, this task may include evaluating program access requirements to identify those programs that are not readily accessible to or usable by people with disabilities.

Decisions about alterations to facilities in this context come from a three-step process:

1. Self-evaluation

In order to determine which buildings, facilities, or portions of them should be made accessible, the Client must first analyze (usually through a self-evaluation) whether a person with a disability can access their facilities, programs, activities and services including websites. Physical barriers must be identified as well as any policies or procedures that may be discriminatory by nature. Only when a clear and comprehensive “self-evaluation” plan is completed can a “transition plan” be properly developed.

2. Facility Evaluation

NOVA’s team can perform a review of a facilities “historical” nature to determine the most unobtrusive way to make alterations needed for access. The team’s review may include interviewing the on-site management and/or maintenance staff as well as performing an on-site visit conducted to evaluate and catalogue the existing conditions at the facility.

3. Transition plan

A good transition plan not only outlines necessary physical alterations in the most economical fashion possible but also outlines necessary changes to websites, discriminatory policies, even addressing how programs, activities and services are offered. It also establishes reasonable timelines for completion and identifies the responsible personnel. The Fully Developed ADA Transition Plan will consist of a prioritized list of tasks. The goal of each corresponding task is to bring the identified issue into compliance with the present Accessibility Code, Title II or Title III Regulations of the ADA, and the 2010 ADA Standards for Accessible Design.

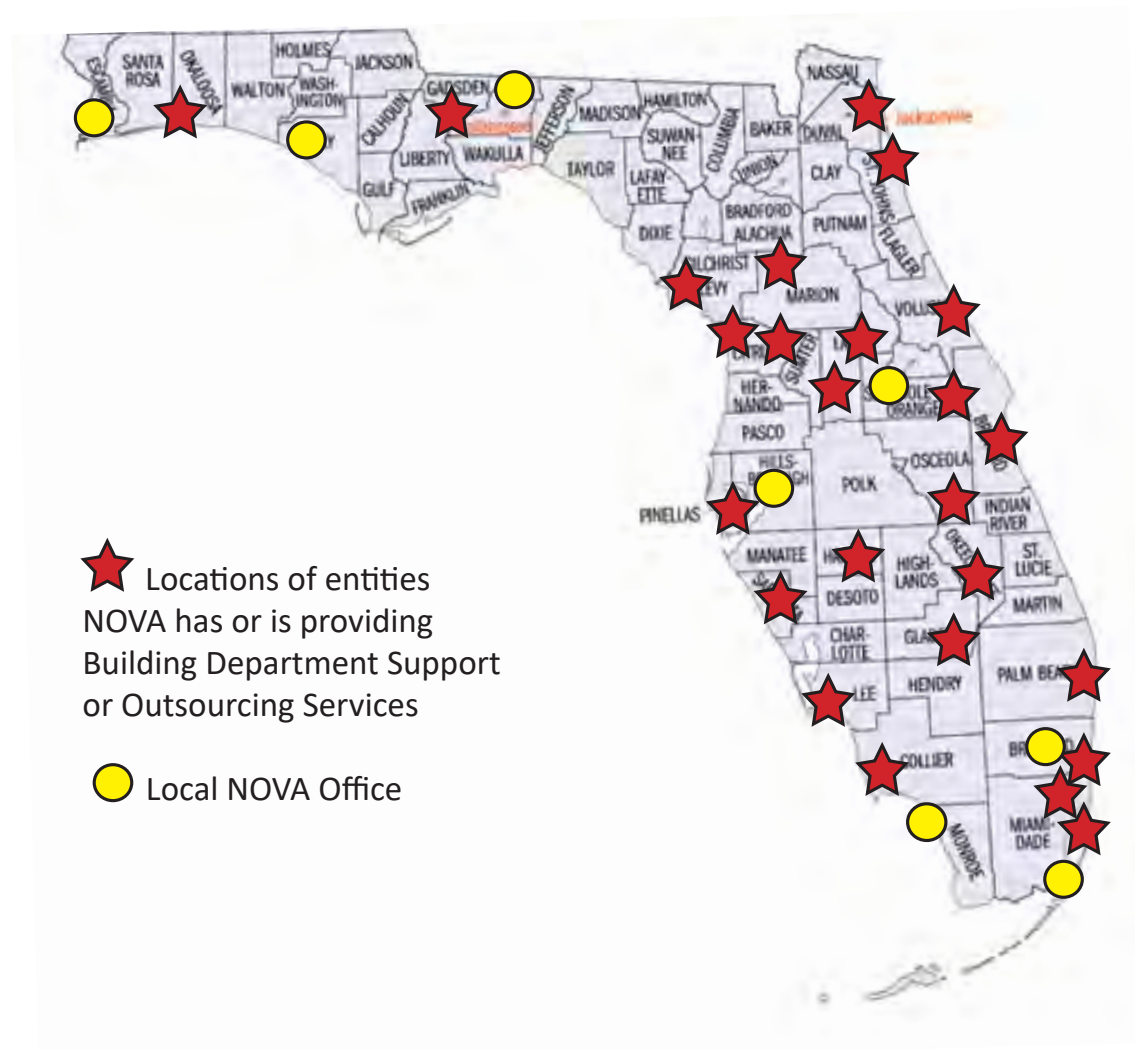
The Plan is intended to achieve the following:

- Identify physical obstacles that limit the accessibility of facilities to individuals with disabilities.
- Describe the methods to be used to make the facilities accessible.
- Provide a schedule for making the access modifications.
- Identify the person(s) responsible for implementation of the Transition Plan.

RELEVANT MUNICIPAL CONTRACTS

CURRENT MUNICIPAL CONTRACTS HELD IN FLORIDA

- Charlotte County, Florida
- City of Astatulla, Florida
- City of Cape Coral, Florida
- City of Fort Myers, Florida
- City of Naples, Florida
- City of Marco Island, Florida
- City of Port Richey, Florida
- City of Umatilla, Florida
- City of West Lake, Florida
- Collier County Board of Commissioners, Florida
- Collier County Public Schools, Florida
- Hillsborough County, Florida
- Hillsborough County Community College, Florida
- Lee County Building Department, Florida
- Miami Gardens, Florida
- New College of Florida
- Polk State College, Florida
- Saint Leo University, Florida
- Saint Petersburg College, Florida
- Town of Jupiter, Florida





usanova.com

July 28, 2020

Keshavarz & Associates
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401

Attention: Randy Wertepny, PE
Phone: 561-689-8600
Email: randy@keshavarz.com

**RE: Proposal for Subsurface Explorations
OGEM Roadway Improvements
Loxahatchee Groves, Florida**

Dear Mr. Wertepny,

RADISE International, L.C. (RADISE) is pleased to submit this proposal for the above referenced project. This proposal discusses our understanding of the project, presents our proposed scope of work, and establishes our schedule and fee for performing the work.

PROJECT INFORMATION

We understand that roadways identified below, which are located within the Town of Loxahatchee Groves, are surfaced with open-graded emulsified mix (OGEM) and that a resurfacing program is being considered.

- A Rd. from North Rd. to Okeechobee Blvd. (10,500 lf)
- C Rd. from North Rd. to Collecting Canal Rd. (17,000 lf)
- D Rd. from North Rd. to Okeechobee Blvd. (10,500 lf)
- F Rd. from North Rd. to E. Citrus Dr. (13,300 lf)
- North Rd. from A Rd. to E Rd. (10,500 lf)
- Collecting Canal Rd. from East of B Rd. to West of D Rd. (3,000 lf)

The purpose our exploration program is to evaluate the nature and thickness of the surficial OGEM and to evaluate the nature of the subgrade soils beneath the proposed roadway sections.

SCOPE OF SERVICES

As per your request, the proposed scope of work for the project consists of the following:

1. Visit the site to field mark (paint and/or stake) the planned boring locations and observe existing site conditions with photographic documentation.
2. Contact Sunshine One-Call to request field location and clearance of underground utilities in the areas of the borings as per Florida Statutes.
3. Mobilize a truck-mounted drilling rig to the site.

4. Perform a total of sixty-three (63) pavement corings at 1,000 ft intervals. Auger borings will be advanced to depths of 6 feet within the cored holes to identify the subgrade soils.
 - o A Rd. (10,500 lf) – 10 corings/borings
 - o C Rd. (17,000 lf) – 17 corings/borings
 - o D Rd. (10,500 lf) – 10 corings/borings
 - o F Rd. (13,300 lf) – 13 corings/borings
 - o North Rd. (10,500 lf) – 10 corings/borings
 - o Collecting Canal Rd. (3,000 lf) – 3 corings/borings
5. Following completion of the drilling operations, the boreholes will be backfilled with grout and the pavement patched with asphalt cold patch.
6. At six (6) locations, bulk samples of the subgrade soils will be collected adjacent to the existing roadway for the performance of a LBR determination.
7. Visually classify the collected soil samples in the field with laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS).
8. Assign and perform a series of laboratory test to ascertain soil index properties for the soils encountered in each boring. Perform LBR testing on the bulk samples.
9. Prepare a geotechnical report which will include, but not necessarily be limited to:
 - Detailed graphical logs of the soil borings showing the pavement thicknesses, groundwater level and soil classifications.
 - General discussions and recommendations for the pavement reconstruction considerations.

Our work is being performed within a right-of-way. We presume that a right-of-way construction or similar type permit is not needed from the regulatory agency. If such a permit is needed, please notify us immediately so that arrangements can be made; additional costs may be incurred. We assume that a Maintenance of Traffic (MOT) program is not required due to the residential nature of the project. In any case, traffic control devices (warning signs, cones, etc.) will be utilized during the performance of our field work.

SCHEDULE/DELIVERABLES

Upon receiving written authorization to proceed, we will commence with field marking of the boring/coring locations and preparation of the utility locate request. Mobilization for the drilling operations will occur after Sunshine 811 clearance of boring locations is received from the contacted utilities. These two upfront activities are expected to require no more than 3 weeks to complete.

The specified field work is expected to require 5 days to complete. Laboratory visual classification of the soils and report preparation will require about 3 weeks to complete following completion of field work. We expect to provide the final report signed and sealed by a registered professional engineer within 7 weeks of notice to proceed; however, accelerations of this schedule may be facilitated if needed.

COMPENSATION & TERMS

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the scope of work outlined previously for a Lump Sum Fee as detailed in the Fee Breakdown on Attachment A. Our work will be performed in accordance with the General Terms and Conditions included as part of this proposal as Attachment B.

Samples obtained from the drilling operations will be retained by RADISE for a period of 90 days from the date of drilling and then they will be discarded unless alternate terms are agreed to in writing with the client.

CLOSURE

RADISE appreciates the opportunity to provide our services for this project, and trust that the scope of work and fee presented in this proposal are clear and understandable. Should the proposal contents require any clarification or amplification, please feel free to contact us at 561-841-0103.

Sincerely,

RADISE International, LC



Andrew Nixon, P.E.

Operations Manager

Attachments: A – Cost Estimate
B – Standard General Terms & Conditions

-oOo-

Agreed to this _____ day of _____, 2020

Name

Title

Company



**Attachment A - Fee Breakdown
OGEM Roadway Improvements
Loxahatchee Groves, Florida**

	Qty	Unit	Unit Price	Total
1.0 FIELD SERVICES				
1.1 Site Inspection, Stake Borings & Utility Clearance (Staff Engineer)	12	Hour	\$ 95.00	\$ 1,140.00
1.2 MOT Implementation (Signs & Cones)	5	Day	\$ 100.00	\$ 500.00
1.3 <u>Pavement Cores & Auger Borings (63 Locations)</u>				
1.3.1 Equipment Mobilization	1	Each	\$ 250.00	\$ 250.00
1.3.2 Coring Machine plus Generator	5	Day	\$ 150.00	\$ 750.00
1.3.3 Core Existing Asphalt & Base	63	Each	\$ 100.00	\$ 6,300.00
1.3.4 Auger boring	378	Foot	\$ 10.00	\$ 3,780.00
1.3.5 Grout Seal & Asphalt Patch	63	Each	\$ 50.00	\$ 3,150.00
1.4 <u>LBR Sample Collection (6 locations)</u>				
1.4.1 Technician	16	Hour	\$ 65.00	\$ 1,040.00
		TOTAL FIELD WORK		\$ 16,910.00
2.0 LABORATORY SERVICES				
2.1 Samples Classification QC/Verification (Staff Engineer)	15	Hour	\$ 95.00	\$ 1,425.00
2.2 Natural Moisture Test (1 per 2 borings)	32	Each	\$ 15.00	\$ 480.00
2.3 Fine Content Determination (1 per boring)	32	Each	\$ 45.00	\$ 1,440.00
2.4 Organic Content Test (1 per boring)	32	Each	\$ 45.00	\$ 1,440.00
2.5 LBR Determination (6 subgrade samples)	6	Each	\$ 320.00	\$ 1,920.00
		TOTAL LABORATORY SERVICES		\$ 6,705.00
3.0 PROFESSIONAL SERVICES				
3.1 Senior Project Engineer	8	Hour	\$ 155.00	\$ 1,240.00
3.2 Project Engineer	40	Hour	\$ 125.00	\$ 5,000.00
3.3 CADD Technician	12	Hour	\$ 55.00	\$ 660.00
		TOTAL PROFESSIONAL SERVICES		\$ 6,900.00
				TOTAL AMOUNT \$ 30,515.00

ATTACHMENT B - AGREEMENT FOR PROFESSIONAL GEOTECHNICAL SERVICES

STANDARD GENERAL TERMS AND CONDITIONS

This Agreement between **Keshavarz & Associates. ("CLIENT")** and **RADISE International LC ("RADISE")**, a Florida Limited International; 4152 West Blue Heron Blvd., Suite 1114 Riviera Beach, FL 33404 is effective as of the date of signature of the acceptance block of this written proposal. The ordering of Work from RADISE shall constitute acceptance of the terms of RADISE's proposal and these General Conditions. The parties agree as follows:

ARTICLE I – PARTIES AND SCOPE OF WORK - RADISE shall include said company, its individual owners, officers, professionals, employees, agents, division, subsidiary, parent or affiliate and subcontractors performing the Work. "Work" means the specific services to be performed by RADISE as set forth in RADISE's proposal, the CLIENT's acceptance thereof, both incorporated herein by this reference, and these General Conditions. "CLIENT" refers to the person and/or business entity ordering the Work to be done by RADISE. If the CLIENT is ordering the Work on behalf of a third party, the CLIENT represents and warrants that the CLIENT is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event CLIENT is not the authorized agent of said third party, CLIENT agrees that he shall be individually liable hereunder. Further, CLIENT shall disclose any such agency relationship to RADISE in writing before the commencement of RADISE's Work hereunder. CLIENT agrees that RADISE's professional duties are specifically limited to the Work as set forth in RADISE's proposal. The CLIENT assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the CLIENT is adequate and sufficient for the CLIENT's intended purpose. CLIENT shall communicate these General Terms and Conditions to each and every third party to whom the CLIENT transmits any part of RADISE's Work. RADISE's Work is for the exclusive use of CLIENT, and its properly disclosed principal. In no event shall RADISE have any duty or obligation to any third party. No third party shall have the right to rely on RADISE opinions rendered in connection with the Services without RADISE written consent and the third party's agreement to be bound to the same conditions and limitations as CLIENT. In the event that RADISE is requested by CLIENT or is required by subpoena to produce documents or give testimony in any action or proceeding to which CLIENT is a party and RADISE is not a party, CLIENT shall pay RADISE for any time and expenses required in connection therewith, including reasonable attorney's fees.

ARTICLE II – PAYMENT - Payment shall be due within 30 days after the date of invoice. Interest at the rate of 1.5% per month (or the highest rate allowable by law) starting 30 days after date of invoice to date payment is received, may be added to all amounts not paid within 30 days after date of invoice. If payment is not maintained on a thirty (30) day current basis, RADISE shall have the contractual right to suspend further performance of the work until payments are made current. CLIENT shall notify RADISE of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and shall promptly pay the undisputed amount. All attorney fees and expenses associated with collection of past due invoices will be paid by CLIENT. Failure to timely pay any RADISE invoice shall constitute a waiver of any and all claims by CLIENT or third parties against RADISE.

ARTICLE III – RIGHT-OF-ENTRY - Unless otherwise agreed, CLIENT shall furnish right-of-entry on the property for RADISE to perform the requested testing and/or make the planned borings, surveys, or explorations. RADISE will take reasonable precautions to minimize damage to the property or man-made objects caused by its equipment and sampling procedures, but the cost of restoration or damage repair which may result from the planned and contracted operations, is not included in the contracted amount unless specifically identified and detailed. If the CLIENT desires and requests in writing to restore the property or man-made objects to its former condition. RADISE can accomplish this at an added cost to our fee as approved in advance by the CLIENT.

ARTICLE IV – DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of the CLIENT or his duly authorized representative, to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. RADISE will clear field test boring locations with Florida Sunshine One-Call as required by Florida Statutes, as a supplemental disclosure process above that required of the CLIENT. In addition, CLIENT waives any claim against RADISE arising from any damage to land surfaces or existing buried or surficial man-made objects. CLIENT shall: (1) provide RADISE, in writing, all information relating to CLIENT's requirements for the project; (2) correctly identify to RADISE, the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify RADISE of any potential hazardous substances or other health and safety hazard or condition known to CLIENT existing on or near the project site; (4) give RADISE prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions.

ARTICLE V – SAMPLING OR TESTING LOCATIONS - Unless specifically stated to the contrary, the fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests or for the repair of land damage occurring during the performance of the contracted work. Field tests or boring locations, as described in our report or shown on our sketches, are based on specific information furnished to us by others or estimates of locations made in the field by our inspectors or technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

ARTICLE VI – SAMPLE HANDLING AND RETENTION - Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and RADISE, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the CLIENT to store or otherwise handle the samples. (a) NON-HAZARDOUS SAMPLES: At CLIENT's written request, RADISE will maintain free of storage charges, procured test samples and specimens or the residue therefrom, for thirty (30) days after the submission of RADISE's report to CLIENT. After the initial 30 days and upon written request, RADISE will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment, as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), RADISE will, after completion of testing and at CLIENT's expense: (i) return such samples to CLIENT; (ii) using a manifest signed by CLIENT as generator, will have such samples transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that RADISE is acting as a bailee for Client and at no time does RADISE assume title or ownership of said waste.

ARTICLE VII – DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS - Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. RADISE and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. RADISE and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for RADISE to take immediate measures to protect health and safety. RADISE agrees to notify CLIENT as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages

RADISE to take any and all measures that, in RADISE's professional opinion, are justified to preserve and protect the health and safety of RADISE's personnel and the public. CLIENT agrees to compensate RADISE for the additional cost of working to protect employees' and the public's health and safety. In addition, CLIENT waives any claim against RADISE arising from RADISE's discovery of unanticipated hazardous materials or suspected hazardous materials.

ARTICLE VIII – STATEMENT OF WARRANTY - RADISE warrants that it shall perform services for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the applicable standards of professional care that are being practiced in the profession and in the same or a similar locality as the project. CLIENT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited site information and data obtained by literature reviews and/or the performance of limited site investigational programs and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care. In the event any portion of the services fails to comply with this warranty obligation and RADISE is promptly notified in writing within six (6) months after completion of such portion of the services, RADISE shall be provided the opportunity re- perform and correct such portion of the services, or if re-performance is impracticable, RADISE shall refund the appropriate proportional amount of compensation paid to RADISE for such deficient portion of the services. This warranty is in lieu of any and all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose, is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement.

ARTICLE IX – LIMITATION OF LIABILITY - RADISE shall be responsible and liable to CLIENT for RADISE services and the services of RADISE subcontractors engaged in the performance of the work. RADISE shall not be responsible or liable for the acts or omissions of the CLIENT or other parties engaged by CLIENT for their services including but not limited to other engineering reports and data, construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs. In no event shall RADISE be liable for any special, indirect, incidental or consequential loss or delay or time-related damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors or assigns, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

Client is also advised that Florida Statutes (FS), Section 558.0035 - Design professionals; contractual limitation on liability states that 1) A design professional employed by a business entity or an agent of the business entity is not individually liable for damages resulting from negligence occurring within the course and scope of a professional services contract if certain conditions apply. Correspondingly: **PURSUANT TO THIS FS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT OF RADISE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.** This release of individual liability applies only so long as any damages are solely economic in nature and the damages do not extend to personal injuries or to property not subject to the contract.

The remedies set forth herein are exclusive and the total liability of RADISE for all claims arising out of the performance of the Work including sole professional negligence including errors, omissions, or other professional acts, and including unintentional breach of contract; or for other causes for which RADISE is determined to have any legal liability in a court of law. Remedies, whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided by RADISE pursuant to this Agreement, shall not exceed the total fees paid to RADISE by CLIENT or \$50,000.00, whichever is lessor. CLIENT may, upon written request received within five days of CLIENT's acceptance hereof, increase the limit of RADISE's liability by agreeing to pay RADISE an additional sum as agreed to in writing prior to the commencement of RADISE's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.

ARTICLE X – CLIENT INDEMNIFICATION - CLIENT agrees to defend, indemnify and save harmless RADISE from all third party and any FS 558 claims unrelated to our work activities and designs, including but not limited to alleged negligence claims, suits, losses, personal injuries, death and property liability not directly resulting or related to RADISE's performance of the proposed work, whether such claims or damages are allegedly caused in whole or in part by RADISE. CLIENT agrees to reimburse RADISE for expenses in connection with any such claims or suits, including reasonable attorney's fees. CLIENT's obligation to indemnify is limited to \$2 million per occurrence, which CLIENT agrees bears a reasonable commercial relationship to the Work undertaken by RADISE. CLIENT further agrees that these General Terms and Conditions are a part of the Work's specifications or bid documents, if any.

ARTICLE XI – LEGAL JURISDICTION - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in West Palm Beach, Palm Beach County, Florida. All causes of action, including but not limited to actions for indemnification, arising out of RADISE's Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of RADISE's final invoice for acts or failures to act occurring after substantial completion of the Work.

ARTICLE XII – FORCE MAJEURE - An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of Force Majeure, the obligations of RADISE to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, RADISE shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, RADISE may, in its sole discretion and upon 10 days' prior written notice, terminate this Agreement or the affected Work, or both. RADISE shall be compensated for those services performed as of the date of the termination.

ARTICLE XIII – TERMINATION - CLIENT or RADISE may terminate this agreement with or without cause at any time by giving ten (10) days' notice to either party. CLIENT may terminate this agreement for cause by giving ten (10) days' notice to RADISE. Cause is defined as nonpayment of RADISE's invoices and/or unresponsiveness by RADISE to CLIENT's requests. If this agreement is terminated by either party, RADISE shall be compensated for work actually performed and expense incurred up to the date of termination, but in no event more than the amounts set forth in RADISE's proposal for the work. This agreement will terminate automatically upon termination of any Prime Contract related to and associated with the work.

CONTRACT FOR SERVICES

This Contract is made as of the 18 day of July, 2018, by and between the Town of Hypoluxo, a Florida municipal corporation, hereinafter referred to as the TOWN, and Hy-Bird ^{BYRD} Incorporated, a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal I.D. number is 65-0060264. ^C

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the TOWN and CONTRACTOR agree as follows:

ARTICLE 1. SERVICES

CONTRACTOR shall furnish a Building Official and provide necessary personnel to accommodate the TOWN's needs for Building Department and Related Services in accordance with the Scope of Work attached as Exhibit "A" and incorporated herein by reference.

The TOWN'S representative/liaison during the performance of this Contract shall be Dixie Gualtieri, Deputy Town Clerk.

ARTICLE 2. TERM/COMMENCEMENT DATE

This Contract shall become effective September 1, 2018 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 4. The TOWN shall have the option to renew this Contract for one (1) additional three (3) year term upon the same terms and conditions contained herein by providing written notice to CONTRACTOR at least thirty (30) days prior to the expiration of the initial term. This Contract shall replace and supersede all prior agreements between the TOWN and CONTRACTOR.

ARTICLE 3. COMPENSATION TO CONTRACTOR

- A. Generally - The TOWN agrees to compensate CONTRACTOR in accordance with Exhibit "B" attached hereto and incorporated herein by reference.
- B. Payments - Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN'S representative, indicating that services have been rendered in conformity with the Contract and will then be processed for payment. CONTRACTOR will invoice the TOWN in advance for each payment period. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval.

ARTICLE 4. TERMINATION

This Contract may be cancelled by CONTRACTOR upon thirty (30) days' prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR or upon ninety

(90) days' prior written notice in the event the TOWN is in compliance with the terms of this Contract. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to CONTRACTOR. Unless 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, 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 to the TOWN.

ARTICLE 5. PERSONNEL

- A. 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 CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
- D. All of CONTRACTOR'S personnel (and all Subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security.

ARTICLE 6. INSURANCE

- A. Prior to execution of this Contract by the TOWN, 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 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 thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability Errors and Omissions insurance in the amount of \$1,000,000.00 in aggregate to protect CONTRACTOR from claims for damages for

bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

- C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.
- D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.
- E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF HYPOLUXO as an "**Additional Insured**".

ARTICLE 7. INDEMNIFICATION

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the TOWN, its 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 CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its 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 Contract 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 CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 8. SUCCESSORS AND ASSIGNS

The TOWN and 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 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 CONTRACTOR.

ARTICLE 9. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder 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 10. EXCUSABLE DELAYS

CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

ARTICLE 11. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. 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 CONTRACTOR'S sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects 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. 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 Contract. Notwithstanding the foregoing, the TOWN acknowledges that it may not interfere with the responsibilities and duties of the Building Official, Building Inspectors and Plans Examiners pursuant to Section 468.04, Florida Statutes.

ARTICLE 12. NONDISCRIMINATION

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 13. ENFORCEMENT 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 or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) 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 14. AUTHORITY TO CONDUCT BUSINESS

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 15. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, 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 16. 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 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 17. 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 Hypoluxo
7580 South Federal Highway
Hypoluxo, Florida 33462
Attn: Mayor Michael C. Brown

and if sent to the CONTRACTOR shall be mailed to:

Hy-Byrd Incorporated
511 South East Coast Street
Lake Worth, FL 33460
Attn: Michael J. Crisafulle, Vice President

ARTICLE 18. ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and 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. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY

CONTRACTOR shall continuously maintain adequate protection of all work from damage and shall protect the TOWN'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the TOWN or employees of the TOWN, CONTRACTOR shall provide any necessary materials to maintain such protection.

ARTICLE 20. 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 21. PREPARATION

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

ARTICLE 22. MATERIALITY

All provisions of the Contract shall be deemed material, including all exhibits, amendments and addenda.

ARTICLE 23. DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds

for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 24. AUDITS

CONTRACTOR shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles. The TOWN shall have access to such records for audit purposes during the term of this Contract and for five (5) years following termination of the Contract.

ARTICLE 25. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the Town Council of the Town of Hypoluxo or its designated representative.

ARTICLE 26. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Contract has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 27. 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 28. PUBLIC RECORDS

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 582-0155; DGUALTIERI@HYPOLUXO.ORG; OR 7580 SOUTH FEDERAL HIGHWAY, HYPOLUXO, FL 33462.

As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (1) Keep and maintain public records required by the TOWN to perform the service.
- (2) Upon request from the TOWN's custodian of public records, provide the TOWN with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if CONTRACTOR does not transfer the records to the TOWN.
- (4) Upon completion of the Contract, transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR or keep and maintain public records required by the TOWN to perform the services. If CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

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 HYPOLUXO

BY: Michael Brown
MAYOR
07/19/2018

ATTEST:

BY: Doreen Gration
DEPUTY TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: [Signature]
TOWN ATTORNEY

CONTRACTOR:

BY: [Signature]
Name: Michael Corra Kelly
Title: V.P. HYBRID INC

WITNESSED BY:

Janet S. Whalen
Print Name: JANET S. WHALEN

EXHIBIT "A"

SCOPE OF WORK/SPECIFICATIONS

Building Official

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.
- Liaison to the construction industry, State, 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 determines the impact on the Town and 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.
- Acting as the Town's floodplain administrator and 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.

Plans Examiner

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 Hypoluxo Code of Ordinances, specifically including the Zoning Code regulations. 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 and providing the Town with recommended code revisions that are either desirable or required.

Building Inspector

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. CONTRACTOR 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

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 hearing (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).

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 CONTRACTOR. 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 two business days or scheduled appointment during on-site office hours).
2. Plan review (within seven calendar days).
3. Inspections (final inspections to be scheduled during on-site office hours; in progress inspections on the next business day for requests made prior to 3:00 p.m. the prior day).

Performance Standards:

1. Under normal circumstances, all inspections shall be conducted within the normal business hours of 8:00am to 4:00pm, Monday through Friday, and inspection results made available by 4:00pm the following business day.
2. CONTRACTOR shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of four (4) consecutive hours one (1) day each week.
3. Inspector(s), 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 inspections performed should 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 fluent in English.
7. 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. CONTRACTOR employees shall maintain all necessary licensure and certifications required to perform under this Contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Town of Hypoluxo.
9. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from CONTRACTOR providing services shall be the property of the TOWN.
10. CONTRACTOR shall coordinate activities with the Florida Building Commission as needed.
11. CONTRACTOR shall coordinate activities with the Boynton Beach Fire Department Staff.
12. CONTRACTOR shall 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. CONTRACTOR shall maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

EXHIBIT "B"

Building Department and Related Services:

The TOWN shall retain one-hundred percent (100%) of the first fifty dollars (\$50.00) of each building permit fee collected by the TOWN. For all building permit fees in excess of fifty dollars (\$50.00), the TOWN shall retain twenty-five percent (25%) and CONTRACTOR shall be paid the remaining seventy-five percent (75%).

For all plan review fees collected by the TOWN, the TOWN shall retain twenty-five percent (25%) and CONTRACTOR shall be paid the remaining seventy-five percent (75%).

Additional Services:

Natural disaster services, including inspections and post-disaster building/property damage assessments:	\$70.00 per hour

Code Enforcement inspections and testimony and Special Magistrate hearings:	\$50.00 per hour

Inspection of Drainage Systems (including enforcement of all MS4 NPDES Permit requirements):	\$60.00 per hour



VENDOR NAME		D.S. EAKINS CONST CORP	DEEVAN, INC.	FERRERIA CONSTRUCTION	FLYING SCOT	FOSTER MARINE CONT	HEAVY CIVIL, INC.	HINTERLAND GROUP	JW CHEATHAM, LLC	MURRAY LOGAN CONST	R & D PAVING, LLC	RANGER CONSTRUCTION	SOUTH FLORIDA BUILDING	WAYPOINT CONTRACTING	
Vendor FEN		59-1691997	65-0101816	22-333495	65-1070173	59-105371	46-543971	20-535844	20-128249	59-120833	46-446949	59-209862	TN 47-329834	81-4602789	
Corporation Address (State)		Lake Park, FL	Lake Park, FL	Branchburg, NJ	Wellington, FL	Wellington, FL	Pompano Beach, FL	Riviera Beach, FL	West Palm Beach, FL	West Palm Beach, FL	West Palm Beach, FL	West Palm Beach, FL	Hobe Sound, FL	Doral, FL	
Are Submittal Forms Complete?		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Addenda Acknowledged (Yes/No)		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Vendor Contact		D. Steven Eakins, Jr.	Van C. Williams	John Caballari	Shawn Cunningham	R. Howard Wright	Todd Kneisel	Chase Rogers	Thomas Uhrig	Edward Cleary	Nancy G. Rosso	F. Scott Fowler	Stephen Zippi	Katrina Gonzalez	
Vendor Contact Phone Number		561.842.0001	561.844.5518	772.286.5123	561.966.0089	561.683.0034	954.597.6443	561.640.3503	561.471.4100	561.686.3948	561.588.6681	561.793.9400	561.510.3800	786.608.1406	
Vendor Contact Email		ds@dscon.com	info@deevan.com	jcaballari@ferreriaconstruction.com	shawn@flying-scot.com	howard@foster-marine.net	todd@heavycivil.com	info@hinterlandgroup.com	jw@jwcheatham.com	ed@emurraylog.com	nancy@rdpaving.com	fscottfowler@rangerconstruction.com	steven@smfbldg.com	kagomez@waypoint.com	
NO.	DESCRIPTION	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE
AREAS OF SPECIFIC WORK															
1	Removal, saw cut, and disposal of 4" thick concrete	SF	\$3.00	SF	NO BID	SF	\$2.20	SF	\$1.75	SF	\$3.00	SF	\$6.50	SF	\$4.50
2	Removal, saw cut, and disposal of 6" thick concrete	SF	\$4.00	SF	NO BID	SF	\$2.25	SF	\$3.50	SF	\$2.15	SF	\$5.00	SF	\$3.00
3	FB, 4" concrete with wire	SF	\$5.75	SF	NO BID	SF	\$5.56	SF	\$3.00	SF	\$5.00	SF	\$8.00	SF	\$7.50
4	FB, 4" concrete without wire	SF	\$5.50	SF	NO BID	SF	\$5.12	SF	\$3.00	SF	\$4.75	SF	\$7.00	SF	\$6.50
5	FB, 4" concrete with polypropylene fiber mix reinforce	SF	\$5.75	SF	NO BID	SF	\$5.61	SF	\$3.00	SF	\$5.50	SF	\$8.50	SF	\$7.50
6	FB, 4" concrete with polypropylene fiber mix reinforce	SF	\$6.75	SF	NO BID	SF	\$6.42	SF	\$4.00	SF	\$6.50	SF	\$9.50	SF	\$8.00
7	FB, 6" concrete with wire	SF	\$6.50	SF	NO BID	SF	\$5.86	SF	\$4.00	SF	\$5.50	SF	\$9.00	SF	\$8.00
8	FB, 6" concrete without wire	SF	\$6.25	SF	NO BID	SF	\$5.55	SF	\$4.00	SF	\$5.25	SF	\$8.25	SF	\$7.25
9	FB, 6" pervious concrete	SF	\$12.00	SF	NO BID	SF	\$10.51	SF	\$7.00	SF	\$12.00	SF	\$13.00	SF	\$10.00
10	FB, 4" stamped concrete with wire	SF	\$11.50	SF	NO BID	SF	\$8.01	SF	\$5.00	SF	\$12.50	SF	\$11.00	SF	\$13.75
11	FB, 4" stamped concrete without wire	SF	\$11.00	SF	NO BID	SF	\$8.73	SF	\$5.00	SF	\$12.75	SF	\$11.50	SF	\$14.25
12	FB, 6" stamped concrete with wire	SF	\$13.50	SF	NO BID	SF	\$9.24	SF	\$6.00	SF	\$14.00	SF	\$12.00	SF	\$16.00
13	FB, 6" stamped concrete with wire	SF	\$13.00	SF	NO BID	SF	\$8.97	SF	\$6.00	SF	\$13.75	SF	\$11.00	SF	\$11.75
14	FB, 8" pervious concrete	SF	\$12.00	SF	NO BID	SF	\$12.35	SF	NO BID	SF	\$12.00	SF	\$20.00	SF	\$16.00
15	EA, FDOT concrete bumper guard	EA	\$60.00	EA	NO BID	EA	\$77.70	EA	NO BID	EA	\$60.00	EA	\$45.00	EA	\$75.00
16	FB, ADA compliant detectable surface	SF	\$45.00	SF	NO BID	SF	\$48.51	SF	\$21.00	SF	\$45.00	SF	\$35.00	SF	\$18.00
17	FB, ADA compliant welded aluminum handrail	LF	\$125.00	LF	NO BID	LF	NO BID	LF	\$150.00	LF	\$80.00	LF	\$200.00	LF	\$105.00
18	FB, FDOT Type "A" curb - by hand	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.00	LF	\$30.00	LF	\$30.00	LF	\$24.00
19	FB, FDOT Type "A" curb - by machine	LF	\$30.00	LF	NO BID	LF	\$17.38	LF	NO BID	LF	\$25.00	LF	\$38.00	LF	\$32.00
20	FB, FDOT Type "B" curb - by hand	LF	\$30.00	LF	NO BID	LF	\$25.34	LF	\$14.00	LF	\$22.00	LF	\$38.00	LF	\$32.00
21	FB, FDOT Type "B" curb - by machine	LF	\$30.00	LF	NO BID	LF	\$17.38	LF	NO BID	LF	\$25.00	LF	\$38.00	LF	\$32.00
22	FB, FDOT Type "D" curb - by hand	LF	\$25.00	LF	NO BID	LF	\$24.73	LF	\$16.00	LF	\$25.00	LF	\$38.00	LF	\$34.00
23	FB, FDOT Type "D" curb - by machine	LF	\$22.50	LF	NO BID	LF	\$17.38	LF	NO BID	LF	\$22.00	LF	\$38.00	LF	\$32.00
24	FB, FDOT Type "E" curb - by hand	LF	\$30.00	LF	NO BID	LF	\$17.38	LF	\$16.00	LF	\$30.00	LF	\$40.00	LF	\$34.00
25	FB, FDOT Type "E" curb - by machine	LF	\$30.00	LF	NO BID	LF	\$17.38	LF	NO BID	LF	\$25.00	LF	\$38.00	LF	\$34.00
26	FB, FDOT Type "F" curb - by hand	LF	\$25.00	LF	NO BID	LF	\$28.40	LF	\$18.00	LF	\$22.00	LF	\$38.00	LF	\$37.50
27	FB, FDOT Type "F" curb - by machine	LF	\$25.00	LF	NO BID	LF	\$27.99	LF	\$18.00	LF	\$22.00	LF	\$38.00	LF	\$37.50
28	FB, FDOT Valley Gutter - by hand	LF	\$25.00	LF	NO BID	LF	\$25.54	LF	\$20.00	LF	\$25.00	LF	\$32.00	LF	\$28.00
29	FB, FDOT Valley Gutter - by machine	LF	\$25.00	LF	NO BID	LF	\$17.38	LF	NO BID	LF	\$25.00	LF	\$32.00	LF	\$28.00
30	FB, FDOT Shoulder Gutter - by hand	LF	\$35.00	LF	NO BID	LF	\$30.85	LF	\$18.00	LF	\$30.00	LF	\$32.00	LF	\$40.00
31	FB, FDOT Shoulder Gutter - by machine	LF	\$30.00	LF	NO BID	LF	\$22.89	LF	NO BID	LF	\$25.00	LF	\$40.00	LF	\$39.00
32	FB, FDOT asphaltic concrete curb	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	NO BID	LF	\$25.00	LF	\$40.00	LF	\$30.00
33	FB, conduit - 2" (18" - 24" depth)	LF	\$11.50	LF	NO BID	LF	\$7.98	LF	NO BID	LF	\$11.00	LF	\$11.00	LF	\$12.00
34	Installation only of conduit - 2" (18" - 24" depth)	LF	\$10.00	LF	NO BID	LF	\$3.39	LF	NO BID	LF	\$10.00	LF	\$3.75	LF	\$18.00
35	FB, conduit - 4" (18" - 24" depth)	LF	\$14.50	LF	NO BID	LF	\$9.00	LF	NO BID	LF	\$14.00	LF	\$14.00	LF	\$18.00
36	FB, conduit - 6" (18" - 24" depth)	LF	\$16.50	LF	NO BID	LF	\$9.90	LF	NO BID	LF	\$16.00	LF	\$17.00	LF	\$24.00
37	FB, conduit - 2" (24" - 36" depth)	LF	\$13.50	LF	NO BID	LF	\$7.98	LF	NO BID	LF	\$13.00	LF	\$13.00	LF	\$12.00
38	Installation only of conduit - 2" (24" - 36" depth)	LF	\$12.00	LF	NO BID	LF	\$2.45	LF	NO BID	LF	\$12.00	LF	\$19.50	LF	\$8.00
39	FB, conduit - 4" (24" - 36" depth)	LF	\$16.50	LF	NO BID	LF	\$9.00	LF	NO BID	LF	\$16.00	LF	\$17.00	LF	\$24.00
40	FB, conduit - 6" (24" - 36" depth)	LF	\$18.50	LF	NO BID	LF	\$9.00	LF	NO BID	LF	\$18.00	LF	\$19.00	LF	\$26.00
41	FB, 2" x 2" pull boxes (includes weeps and ground rods)	EA	\$150.00	EA	NO BID	EA	\$2,419.70	EA	NO BID	EA	\$850.00	EA	\$2,662.00	EA	\$820.00
42	Installation 2" x 2" pull boxes	EA	\$800.00	EA	NO BID	EA	\$1,134.54	EA	NO BID	EA	\$1,350.00	EA	\$1,314.00	EA	\$525.00
43	FB, pull wire within conduit	LF	\$4.00	LF	NO BID	LF	\$3.06	LF	NO BID	LF	\$6.00	LF	\$3.40	LF	\$10.50
44	FB, tracing wire within conduit (#12 Cu)	LF	\$4.00	LF	NO BID	LF	\$2.02	LF	NO BID	LF	\$2.00	LF	\$2.25	LF	\$8.00
45	Supply, place and compact clean fill	CY													



VENDOR NAME		D.S. EAKINS CONST CORP		DEEVAN, INC.		FERREIRA CONSTRUCTION		FLYING SCOT		FOSTER MARINE CONT		HEAVY CIVIL, INC.		HINTERLAND GROUP		JW CHEATHAM, LLC		MURRAY LOGAN CONST		R & D PAVING, LLC		RANGER CONSTRUCTION		SOUTH FLORIDA BUILDING		WAYPOINT CONTRACTING	
Vendor FEIN		59-1691997		65-0101816		22-333495		65-1070173		59-1054370		46-5439371		20-5156844		20-1928479		59-1208353		45-4469049		59-2098662		47-3298344		81-4602789	
90	Construction Crew "D"	HR	\$450.00	HR	NO BID	HR	\$586.22	HR	NO BID	HR	\$450.00	HR	\$385.00	HR	\$350.00	HR	\$445.00	HR	\$375.00	HR	\$500.00	HR	\$680.00	HR	\$470.00	HR	\$975.00
91	Infiltration Drainage Crew	HR	\$299.00	HR	NO BID	HR	\$573.58	HR	NO BID	HR	\$350.00	HR	\$340.00	HR	\$290.00	HR	\$425.00	HR	\$350.00	HR	\$450.00	HR	\$470.00	HR	\$365.00	HR	\$550.00
92	Wellpoint System	HR	\$50.00	HR	\$60.00	HR	\$134.03	HR	NO BID	HR	\$58.00	HR	\$250.00	HR	\$45.00	HR	\$40.00	HR	\$55.00	HR	\$50.00	HR	\$220.00	HR	\$62.00	HR	\$175.00
93	Asphalt Removal and Restoration	SF	\$6.50	SF	NO BID	SF	\$4.33	SF	NO BID	SF	\$9.00	SF	\$4.00	SF	\$8.00	SF	\$6.00	SF	\$12.00	SF	\$20.00	SF	\$7.80	SF	\$2.10	SF	\$12.75
94	Dump Truck (15 - 20 CY)	HR	\$80.00	HR	NO BID	HR	\$123.44	HR	NO BID	HR	\$75.00	HR	\$40.00	HR	\$38.00	HR	\$78.00	HR	\$65.00	HR	\$85.00	HR	\$76.00	HR	\$72.00	HR	\$85.00
SCHEDULE OF EQUIPMENT AND OPERATOR RATES																											
95	ANNUAL ASPHALT MILLING AND PAVING	TN	\$140.00	TN	NO BID	TN	\$69.07	TN	NO BID	TN	\$140.00	TN	\$125.00	TN	\$225.00	TN	\$120.00	TN	NO BID	TN	\$122.00	TN	\$120.00	TN	\$3.50	TN	\$295.00
96	Asphalt Milling, per 1-inch mill	SY	\$4.50	SY	NO BID	SY	\$2.74	SY	NO BID	SY	\$3.00	SY	\$2.05	SY	\$8.00	SY	\$4.00	SY	NO BID	SY	\$2.50	SY	\$8.40	SY	\$2.00	SY	\$12.50
97	WOT, Rental of Arrow Board, Electric	PER DAY	\$20.00	PER DAY	NO BID	PER DAY	\$24.74	PER DAY	NO BID	PER DAY	\$15.00	PER DAY	\$11.00	PER DAY	\$65.00	PER DAY	\$14.00	PER DAY	\$175.00	PER DAY	\$15.00	PER DAY	\$100.00	PER DAY	\$95.00	PER DAY	\$45.00
98	WOT, Rental of Message Board, Electric	PER DAY	\$30.00	PER DAY	NO BID	PER DAY	\$24.51	PER DAY	NO BID	PER DAY	\$38.00	PER DAY	\$22.00	PER DAY	\$85.00	PER DAY	\$23.00	PER DAY	\$250.00	PER DAY	\$27.00	PER DAY	\$100.00	PER DAY	\$100.00	PER DAY	\$55.00
99	WOT, Rental of Traffic Cones, 36-inch high (per 50 cones)	PER DAY	\$75.00	PER DAY	NO BID	PER DAY	\$0.66	PER DAY	NO BID	PER DAY	\$0.30	PER DAY	\$25.00	PER DAY	\$1.00	PER DAY	\$50.00	PER DAY	\$100.00	PER DAY	\$0.25	PER DAY	\$130.00	PER DAY	\$100.00	PER DAY	\$20.00
100	WOT, Rental of Barricades, Type II	PER DAY	\$0.75	PER DAY	NO BID	PER DAY	\$1.97	PER DAY	NO BID	PER DAY	\$0.50	PER DAY	\$1.10	PER DAY	\$5.00	PER DAY	\$0.40	PER DAY	\$2.00	PER DAY	\$0.30	PER DAY	\$1.00	PER DAY	\$15.00	PER DAY	\$345.00
101	WOT, Rental of Barricades, Type III	PER DAY	\$1.00	PER DAY	NO BID	PER DAY	\$1.97	PER DAY	NO BID	PER DAY	\$0.60	PER DAY	\$1.65	PER DAY	\$5.00	PER DAY	\$0.90	PER DAY	\$6.00	PER DAY	\$0.55	PER DAY	\$5.00	PER DAY	\$175.00	PER DAY	\$52.00
102	WOT, Rental of Jersey Barrier	PER DAY	\$75.00	PER DAY	NO BID	PER DAY	\$566.32	PER DAY	NO BID	PER DAY	\$5.00	PER DAY	\$53.00	PER DAY	\$200.00	PER DAY	\$40.00	PER DAY	\$50.00	PER DAY	\$75.00	PER DAY	\$500.00	PER DAY	\$225.00	PER DAY	\$65.00
103	Materials Mark-Up (for items not in contract up to 550K)	PER CENT	10%	PER CENT	NO BID	PER CENT	\$6,000.00	PER CENT	18%	PER CENT	15%	PER CENT	10%	PER CENT	10%	PER CENT	10%	PER CENT	\$10	PER CENT	15%	PER CENT	11%	PER CENT	\$10	PER CENT	15.70%
1	3-Man Crew w/Pickup Truck	HR	\$250.00	HR	NO BID	HR	\$166.73	HR	\$200.00	HR	\$250.00	HR	\$200.00	HR	\$150.00	HR	\$300.00	HR	\$180.00	HR	\$150.00	HR	\$240.00	HR	\$180.00	HR	\$285.00
2	5-Man Crew w/Pickup Truck	HR	\$350.00	HR	NO BID	HR	\$261.49	HR	\$260.00	HR	\$350.00	HR	\$300.00	HR	\$220.00	HR	\$300.00	HR	\$220.00	HR	\$200.00	HR	\$320.00	HR	\$220.00	HR	\$426.00
3	Supervisor	HR	\$80.00	HR	\$90.00	HR	\$126.42	HR	\$80.00	HR	\$80.00	HR	\$81.00	HR	\$95.00	HR	\$90.00	HR	\$70.00	HR	\$65.00	HR	\$96.00	HR	\$72.00	HR	\$87.50
4	Foreman	HR	\$75.00	HR	\$80.00	HR	\$93.87	HR	\$60.00	HR	\$75.00	HR	\$72.00	HR	\$75.00	HR	\$80.00	HR	\$55.00	HR	\$50.00	HR	\$85.00	HR	\$65.00	HR	\$72.50
5	Welder	HR	\$65.00	HR	NO BID	HR	\$87.07	HR	NO BID	HR	\$60.00	HR	\$50.00	HR	\$75.00	HR	\$75.00	HR	\$65.00	HR	\$100.00	HR	\$90.00	HR	\$48.00	HR	\$70.00
6	Skilled Laborer	HR	\$65.00	HR	\$45.00	HR	\$46.03	HR	\$40.00	HR	\$40.00	HR	\$30.00	HR	\$35.00	HR	\$35.00	HR	\$26.00	HR	\$25.00	HR	\$35.00	HR	\$40.00	HR	\$47.50
7	Unskilled Laborer (Unskilled)	HR	\$35.00	HR	\$35.00	HR	\$40.65	HR	\$30.00	HR	\$35.00	HR	\$25.00	HR	\$30.00	HR	\$25.00	HR	\$28.00	HR	\$28.00	HR	\$35.00	HR	\$30.00	HR	\$38.95
8	Grapple	HR	\$150.00	HR	NO BID	HR	NO BID	HR	NO BID	HR	\$175.00	HR	\$85.00	HR	\$100.00	HR	\$120.00	HR	\$125.00	HR	\$100.00	HR	\$140.00	HR	\$80.00	HR	\$175.00
9	Skid Loader	HR	\$80.00	HR	\$60.00	HR	\$85.07	HR	\$60.00	HR	\$85.00	HR	\$35.00	HR	\$65.00	HR	\$80.00	HR	\$75.00	HR	\$75.00	HR	\$95.00	HR	\$65.00	HR	\$95.00
10	Rubber Tire backhoe/Loader	HR	\$80.00	HR	NO BID	HR	\$88.40	HR	NO BID	HR	\$85.00	HR	\$35.00	HR	\$65.00	HR	\$115.00	HR	\$85.00	HR	\$100.00	HR	\$90.00	HR	\$65.00	HR	\$95.00
11	Track backhoe	HR	\$140.00	HR	\$130.00	HR	\$127.62	HR	NO BID	HR	\$140.00	HR	\$100.00	HR	\$125.00	HR	\$145.00	HR	\$130.00	HR	\$175.00	HR	\$170.00	HR	\$60.00	HR	\$160.00
12	Dump Truck	HR	\$80.00	HR	NO BID	HR	\$123.46	HR	\$80.00	HR	\$75.00	HR	\$65.00	HR	\$75.00	HR	\$78.00	HR	\$68.00	HR	\$85.00	HR	\$76.00	HR	\$70.00	HR	\$80.00
13	Flatbed w/Tractor	HR	\$100.00	HR	NO BID	HR	\$139.86	HR	NO BID	HR	\$150.00	HR	\$110.00	HR	\$85.00	HR	\$115.00	HR	\$90.00	HR	\$120.00	HR	\$110.00	HR	\$100.00	HR	\$115.00
14	Flatbed	HR	\$80.00	HR	NO BID	HR	\$13.56	HR	NO BID	HR	\$25.00	HR	\$50.00	HR	\$45.00	HR	\$60.00	HR	\$50.00	HR	\$100.00	HR	\$72.00	HR	\$65.00	HR	\$65.00
15	Wellpoint System	HR	\$50.00	HR	\$60.00	HR	\$50.85	HR	NO BID	HR	\$50.00	HR	\$100.00	HR	\$45.00	HR	\$40.00	HR	\$60.00	HR	\$50.00	HR	\$130.00	HR	\$55.00	HR	\$75.00
16	Jet Pump	HR	\$50.00	HR	\$30.00	HR	\$35.53	HR	NO BID	HR	\$30.00	HR	\$60.00	HR	\$45.00	HR	\$55.00	HR	\$45.00	HR	\$75.00	HR	\$65.00	HR	\$15.00	HR	\$75.00
17	Hydraulic Submersible Pump	HR	\$50.00	HR	NO BID	HR	\$38.62	HR	NO BID	HR	\$30.00	HR	\$150.00	HR	\$50.00	HR	\$50.00	HR	\$50.00	HR	\$50.00	HR	\$50.00	HR	\$25.00	HR	\$95.00
18	Welding machine	HR	\$50.00	HR	NO BID	HR	\$13.26	HR	NO BID	HR	\$25.00	HR	\$50.00	HR	\$30.00	HR	\$50.00	HR	\$50.00	HR	\$75.00	HR	\$50.00	HR	\$20.00	HR	\$78.00
19	Portable Generator	HR	\$50.00	HR	NO BID	HR	\$16.15	HR	\$35.00	HR	\$15.00	HR	\$20.00	HR	\$40.00	HR	\$50.00	HR	\$35.00	HR	\$50.00	HR	\$25.00	HR	\$20.00	HR	\$70.00
20	Quick Cut Saw	HR	\$30.00	HR	NO BID	HR	\$6.19	HR	\$35.00	HR	\$10.00	HR	\$6.00	HR	\$10.00	HR	\$30.00	HR	\$25.00	HR	\$25.00	HR	\$25.00	HR	\$10.00	HR	\$32.50
21	Asphalt/Concrete Saw	HR	\$40.00	HR	NO BID	HR	\$11.15	HR	\$35.00	HR	\$20.00	HR	\$25.00	HR	\$20.00	HR	\$30.00	HR	\$35.00	HR	\$25.00	HR	\$25.00	HR	\$5.00	HR	\$45.00
22	Steel Wheel Roller	HR	\$70.00	HR	NO BID	HR	\$40.65	HR	\$100.00	HR	\$90.00	HR	\$45.00	HR	\$60.00	HR	\$85.00	HR	\$80.00	HR	\$85.00	HR	\$90.00	HR	\$50.00	HR	\$90.25
23	Plate Tamper	HR	\$25.00	HR	NO BID	HR	\$14.59	HR	\$25.00	HR	\$20.00	HR	\$10.00	HR	\$25.00	HR	\$30.00	HR	\$35.00	HR	\$25.00	HR	\$25.00	HR	\$9.00	HR	\$45.00
24	Chain Saw/Debris Clearing Hand Equipment	HR	\$30.00	HR	NO BID	HR	\$4.99	HR	\$30.00	HR	\$20.00	HR	\$10.00	HR	\$30.00	HR	\$30.00	HR	\$30.00	HR	\$25.00	HR	\$25.00	HR	\$12.00	HR	\$40.00
Contractor's Representative		D. Steven Eakins, Jr.		Van C. Williams		John Cabattari		Shawn Cunningham		Howard Wright		Rudy Poteill		Chase Rogers		Tom Uffing		Edward O'Leary		Nancy G. Rossi		Jason Daley		Stephen Topol		Karina Gonzalez	
Telephone Number		561.842.0001		561.844.5518		772.286.5123		561.723.5812		561.722.1486		561.373.2995		561.640.3103		561.471.4100		561.718.9443		561.588.6661		561.793.9400		561.510.3800		786.608.1406	
Email Address		steve@deakins.com		van@deevaninc.com		jcabattari@ferreiracconstruction.com		shawnc@flyingscotch.com		howard@foster-marine.net		rudy@heavycivilinc.com		info@hinterlandgroup.com		tjcoffm@jwcheatham.com		edow@murraylogan.com		nancy@randdpaving.com		jason.daley@rangerconstruction.com		steve@bldmarineandsite.com		kagconley@waypointcti.com	

City of Palm Beach Gardens, Florida
Bid Tabulation
ITB No.: ITB2020-124PS
Bid Title: Miscellaneous Public Works Projects
Bid Opening Date: August 26, 2020 @ 3:00 P.M.
Prepared by: K&L



VENDOR NAME		D.S. EAKINS CONST CORP		DEVLAN, INC.		FERREIRA CONSTRUCTION		FLYING SCOT		FOSTER MARINE CONT		HEAVY CIVIL, INC.		HINTERLAND GROUP		J/W CHEATHAM, LLC		MURRAY LOGAN CONST		R&D PAVING, LLC		RANGER CONSTRUCTION		SOUTH FLORIDA BUILDING		WAYPOINT CONTRACTING	
Vendor FIRM		59-169397		65-0101816		22-333495		65-1070173		59-1014370		46-9439171		20-1516844		20-1928479		59-1208353		45-4460049		59-2098662		47-329834		81-4602789	
Corporate Address (State)		Lake Park, FL		Lake Park, FL		Branchburg, NJ		Wellington, FL		Wellington, FL		Pompano Beach, FL		Riviera Beach, FL		West Palm Beach, FL		West Palm Beach, FL		West Palm Beach, FL		West Palm Beach, FL		Hobe Sound, FL		Doral, FL	
Are Submittal Forms Complete?		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
Addenda Acknowledged (Yes/No)		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
Vendor Contact		D. Steven Eakins, Jr.		Van C. Williams		John Cabattari		Shawn Cunningham		R. Howard Wright		Todd Kneisel		Chase Rogers		Thomas Uhrig		Edward Cleary		Nancy G. Russo		F. Scott Fowler		Stephen Zippi		Katrina Gonzalez	
Vendor Contact Phone Number		561.842.0001		561.844.5518		772.286.5123		561.966.0089		561.683.0034		954.597.6443		561.440.3303		561.471.4100		561.686.3948		561.588.6681		561.793.9400		561.510.8800		786.608.1406	
Vendor Contact Email		dsedesign@dsedesign.com		vwilliams@devlan.com		cabattari@ferreiracnstruction.com		shawn@flynscot.com		howard@fostermarine.com		paul@heavycivil.com		info@hinterlandgroup.com		jackson@jwcheatham.com		ed@murraylogan.com		nancy@rdrpaving.com		edward@rangerconstruction.com		steve@sfbuilding.com		kgonzalez@waypoint.com	
NO.	DESCRIPTION	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE
SCHEDULE OF VALUES																											
AREAS OF SPECIFIC WORK																											
1	Removal, saw cut, and disposal of 4" thick concrete	SF	\$3.00	SF	NO BID	SF	\$2.20	SF	\$1.75	SF	\$3.50	SF	\$1.90	SF	\$4.00	SF	\$3.00	SF	\$6.50	SF	\$5.00	SF	\$3.90	SF	\$3.00	SF	\$3.70
2	Removal, saw cut, and disposal of 6" thick concrete	SF	\$4.00	SF	NO BID	SF	\$2.75	SF	\$2.15	SF	\$3.00	SF	\$2.15	SF	\$5.00	SF	\$4.00	SF	\$7.50	SF	\$6.00	SF	\$3.90	SF	\$3.50	SF	\$4.50
3	F&I, 4" concrete with wire	SF	\$5.75	SF	NO BID	SF	\$5.56	SF	\$3.50	SF	\$5.00	SF	\$3.50	SF	\$6.50	SF	\$5.00	SF	\$8.00	SF	\$7.50	SF	NO BID	SF	\$4.75	SF	\$6.20
4	F&I, 4" concrete without wire	SF	\$5.50	SF	NO BID	SF	\$5.12	SF	\$3.00	SF	\$4.75	SF	\$3.30	SF	\$6.00	SF	\$4.50	SF	\$7.50	SF	\$7.00	SF	NO BID	SF	\$4.25	SF	\$5.50
5	F&I, 4" concrete with polypropylene fiber mix reinforce	SF	\$5.75	SF	NO BID	SF	\$5.61	SF	\$3.00	SF	\$5.50	SF	\$3.50	SF	\$6.50	SF	\$5.00	SF	\$8.50	SF	\$7.50	SF	NO BID	SF	\$5.25	SF	\$6.15
6	F&I, 6" concrete with polypropylene fiber mix reinforce	SF	\$6.75	SF	NO BID	SF	\$6.42	SF	\$4.00	SF	\$5.00	SF	\$4.50	SF	\$7.50	SF	\$6.00	SF	\$9.50	SF	\$8.00	SF	NO BID	SF	\$6.00	SF	\$7.00
7	F&I, 6" concrete with wire	SF	\$6.75	SF	NO BID	SF	\$5.86	SF	\$4.00	SF	\$5.50	SF	\$4.50	SF	\$7.50	SF	\$6.00	SF	\$9.00	SF	\$9.00	SF	NO BID	SF	\$6.25	SF	\$7.25
8	F&I, 6" concrete without wire	SF	\$6.50	SF	NO BID	SF	\$5.61	SF	\$4.00	SF	\$5.25	SF	\$4.20	SF	\$7.00	SF	\$5.50	SF	\$8.50	SF	\$8.50	SF	NO BID	SF	\$6.00	SF	\$6.55
9	F&I, 8" previous concrete	SF	\$12.00	SF	NO BID	SF	\$10.51	SF	\$9.00	SF	\$9.00	SF	\$7.00	SF	\$20.00	SF	\$9.00	SF	\$13.00	SF	\$10.00	SF	NO BID	SF	\$7.50	SF	\$10.50
10	F&I, 4" stamped concrete with wire	SF	\$11.50	SF	NO BID	SF	\$8.01	SF	\$5.00	SF	\$12.50	SF	\$5.50	SF	\$13.00	SF	\$11.00	SF	\$16.00	SF	\$12.00	SF	NO BID	SF	\$4.00	SF	\$13.75
11	F&I, 4" stamped concrete without wire	SF	\$11.00	SF	NO BID	SF	\$8.73	SF	\$5.00	SF	\$12.75	SF	\$5.00	SF	\$11.50	SF	\$10.00	SF	\$14.00	SF	\$11.00	SF	NO BID	SF	\$4.25	SF	\$12.25
12	F&I, 6" stamped concrete with wire	SF	\$13.50	SF	NO BID	SF	\$9.24	SF	\$6.00	SF	\$14.00	SF	\$6.00	SF	\$12.00	SF	\$12.00	SF	\$17.50	SF	\$15.00	SF	NO BID	SF	\$9.25	SF	\$16.00
13	F&I, 6" stamped concrete without wire	SF	\$13.00	SF	NO BID	SF	\$8.97	SF	\$6.00	SF	\$13.75	SF	\$5.50	SF	\$11.50	SF	\$11.00	SF	\$17.00	SF	\$14.00	SF	NO BID	SF	\$9.00	SF	\$11.75
14	F&I, 8" previous concrete	SF	\$12.00	SF	NO BID	SF	\$12.35	SF	NO BID	SF	\$12.00	SF	\$11.20	SF	\$25.00	SF	\$12.00	SF	\$20.00	SF	\$35.00	SF	NO BID	SF	\$11.00	SF	\$16.00
15	F&I, FOOT concrete bumper guard	EA	\$60.00	EA	NO BID	EA	\$77.70	EA	NO BID	EA	\$40.00	EA	\$95.00	EA	\$65.00	EA	\$19.00	EA	\$45.00	EA	\$60.00	EA	NO BID	EA	\$39.00	EA	\$75.00
16	F&I, ADA-compliant detectable surface	SF	\$45.00	SF	NO BID	SF	\$48.51	SF	\$21.00	SF	\$50.00	SF	\$25.00	SF	\$45.00	SF	\$35.00	SF	\$18.00	SF	\$40.00	SF	NO BID	SF	\$24.00	SF	\$45.00
17	F&I, ADA-compliant welded aluminum handrail	LF	\$125.00	LF	NO BID	LF	NO BID	LF	\$100.00	LF	\$150.00	LF	\$80.00	LF	\$125.00	LF	\$250.00	LF	\$90.00	LF	\$200.00	LF	NO BID	LF	\$40.00	LF	\$105.00
18	F&I, FOOT Type "A" curb- by hand	LF	\$30.00	LF	NO BID	LF	\$27.73	LF	\$14.00	LF	\$30.00	LF	\$22.00	LF	\$35.00	LF	\$25.00	LF	\$38.00	LF	\$40.00	LF	NO BID	LF	\$23.00	LF	\$34.00
19	F&I, FOOT Type "A" curb- by machine	LF	\$30.00	LF	NO BID	LF	\$27.38	LF	\$14.00	LF	\$30.00	LF	\$22.00	LF	\$35.00	LF	\$25.00	LF	\$38.00	LF	\$40.00	LF	NO BID	LF	\$23.00	LF	\$32.00
20	F&I, FOOT Type "B" curb- by hand	LF	\$30.00	LF	NO BID	LF	\$28.14	LF	\$14.00	LF	\$30.00	LF	\$22.00	LF	\$35.00	LF	\$25.00	LF	\$38.00	LF	\$40.00	LF	NO BID	LF	\$23.00	LF	\$32.00
21	F&I, FOOT Type "B" curb- by machine	LF	\$30.00	LF	NO BID	LF	\$27.38	LF	NO BID	LF	\$35.00	LF	\$22.00	LF	\$35.00	LF	\$25.00	LF	\$38.00	LF	\$40.00	LF	NO BID	LF	\$26.00	LF	\$31.00
22	F&I, FOOT Type "D" curb- by hand	LF	\$25.00	LF	NO BID	LF	\$24.73	LF	\$16.00	LF	\$25.00	LF	\$20.00	LF	\$35.00	LF	\$25.00	LF	\$38.00	LF	\$30.00	LF	NO BID	LF	\$24.00	LF	\$34.00
23	F&I, FOOT Type "D" curb- by machine	LF	\$22.50	LF	NO BID	LF	\$21.38	LF	NO BID	LF	\$22.00	LF	\$20.00	LF	\$35.00	LF	\$22.00	LF	\$38.00	LF	\$22.00	LF	NO BID	LF	\$27.00	LF	\$33.00
24	F&I, FOOT Type "E" curb- by hand	LF	\$30.00	LF	NO BID	LF	\$21.38	LF	NO BID	LF	\$30.00	LF	\$22.00	LF	\$35.00	LF	\$26.00	LF	\$38.00	LF	\$40.00	LF	NO BID	LF	\$25.00	LF	\$34.50
25	F&I, FOOT Type "E" curb- by machine	LF	\$30.00	LF	NO BID	LF	\$21.38	LF	NO BID	LF	\$35.00	LF	\$22.00	LF	\$35.00	LF	\$24.00	LF	\$38.00	LF	\$40.00	LF	NO BID	LF	\$28.00	LF	\$34.30
26	F&I, FOOT Type "F" curb- by hand	LF	\$25.00	LF	NO BID	LF	\$21.38	LF	NO BID	LF	\$30.00	LF	\$22.00	LF	\$35.00	LF	\$26.00	LF	\$38.00	LF	\$35.00	LF	NO BID	LF	\$25.00	LF	\$37.50
27	F&I, FOOT Type "F" curb- by machine	LF	\$25.00	LF	NO BID	LF	\$21.38	LF	NO BID	LF	\$35.00	LF	\$22.00	LF	\$35.00	LF	\$24.00	LF	\$38.00	LF	\$35.00	LF	NO BID	LF	\$28.00	LF	\$35.00
28	F&I, FOOT Valley Gutter- by hand	LF	\$75.00	LF	NO BID	LF	\$25.34	LF	\$18.00	LF	\$30.00	LF	\$20.00	LF	\$30.00	LF	\$22.00	LF	\$38.00	LF	\$32.00	LF	NO BID	LF	\$24.00	LF	\$38.00
29	F&I, FOOT Valley Gutter- by machine	LF	\$75.00	LF	NO BID	LF	\$27.38	LF	\$18.00	LF	\$35.00	LF	\$20.00	LF	\$30.00	LF	\$22.00	LF	\$38.00	LF	\$32.00	LF	NO BID	LF	\$24.00	LF	\$38.00
30	F&I, FOOT Shoulder Gutter- by hand	LF	\$30.00	LF	NO BID	LF	\$20.35	LF	\$16.00	LF	\$30.00	LF	\$20.00	LF	\$30.00	LF	\$22.00	LF	\$38.00	LF	\$40.00	LF	NO BID	LF	\$32.00	LF	\$40.00
31	F&I, FOOT Shoulder Gutter- by machine	LF	\$30.00	LF	NO BID	LF	\$22.89	LF	NO BID	LF	\$35.00	LF	\$26.00	LF	\$30.00	LF	\$30.00	LF	\$38.00	LF	\$40.00	LF	NO BID	LF	\$26.00	LF	\$39.00
32	F&I, FOOT asphalt concrete curb	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	NO BID	LF	\$25.00	LF	\$22.00	LF	\$30.00	LF	\$25.00	LF	\$40.00	LF	\$22.00	LF	\$25.00	LF	\$22.00	LF	\$30.00
33	F&I, conduit - 2" (18" - 24																										

ITB No.: ITB2020-124PS
Bid Title: Miscellaneous Public Works Projects
Bid Opening Date: August 26, 2020 @ 3:00 P.M.
Prepared by: K_w, P_u



Vendor Name		D.S. EAKINS CONST CORP		DEEVAN, INC.		FERREIRA CONSTRUCTION		FLYING SCOT		FOSTER MARINE CONT		HEAVY CIVIL, INC.		HINTERLAND GROUP		JW CHEATHAM, LLC		MURRAY LOGAN CONST		R& D PAVING, LLC		RANGER CONSTRUCTION		SOUTH FLORIDA BUILDING		WAYPOINT CONTRACTING	
Vendor ID#		59-1691997		65-0101818		22-333495		65-1070173		59-1054370		46-5439171		20-5156844		20-1928479		59-1208353		45-4469049		59-2098662		47-3298344		81-4602789	
80	Construction Crew "D"	HR	\$450.00	HR	NO BID	HR	\$586.22	HR	NO BID	HR	\$450.00	HR	\$385.00	HR	\$350.00	HR	\$445.00	HR	\$375.00	HR	\$500.00	HR	\$680.00	HR	\$470.00	HR	\$975.00
81	Infiltration Drainage Crew	HR	\$299.00	HR	NO BID	HR	\$573.58	HR	NO BID	HR	\$350.00	HR	\$340.00	HR	\$290.00	HR	\$425.00	HR	\$350.00	HR	\$450.00	HR	\$470.00	HR	\$365.00	HR	\$550.00
82	Wellpoint System	HR	\$50.00	HR	\$60.00	HR	\$134.03	HR	NO BID	HR	\$50.00	HR	\$250.00	HR	\$45.00	HR	\$40.00	HR	\$55.00	HR	\$50.00	HR	\$220.00	HR	\$62.00	HR	\$175.00
83	Asphalt Removal and Restoration	SF	\$6.50	SF	NO BID	SF	\$4.33	SF	NO BID	SF	\$9.00	SF	\$4.00	SF	\$8.00	SF	\$6.00	SF	\$12.00	SF	\$20.00	SF	\$7.80	SF	\$2.10	SF	\$12.75
84	Dump Truck (15 - 20 CY)	HR	\$80.00	HR	NO BID	HR	\$123.44	HR	NO BID	HR	\$75.00	HR	\$61.00	HR	\$58.00	HR	\$78.00	HR	\$65.00	HR	\$85.00	HR	\$76.00	HR	\$72.00	HR	\$85.00
SCHEDULE OF EQUIPMENT AND OPERATOR RATES																											
ANNUAL ASPHALT MILLING AND PAVING																											
95	Asphalt Paving, per 1-inch paving/overlay	TN	\$140.00	TN	NO BID	TN	169.07	TN	NO BID	TN	\$140.00	TN	\$125.00	TN	\$225.00	TN	\$120.00	TN	NO BID	TN	\$122.00	TN	\$120.00	TN	\$3.50	TN	\$295.00
96	Asphalt Milling, per 1-inch mill	SY	\$4.50	SY	NO BID	SY	\$2.74	SY	NO BID	SY	\$3.00	SY	\$2.05	SY	\$8.00	SY	\$4.00	SY	NO BID	SY	\$2.50	SY	\$8.40	SY	\$2.80	SY	\$12.50
97	MOT, Rental of Arrow Board, Electric	PER DAY	\$20.00	PER DAY	NO BID	PER DAY	\$24.74	PER DAY	NO BID	PER DAY	\$15.00	PER DAY	\$11.00	PER DAY	\$65.00	PER DAY	\$14.00	PER DAY	\$175.00	PER DAY	\$15.00	PER DAY	\$100.00	PER DAY	\$95.00	PER DAY	\$45.00
98	MOT, Rental of Message Board, Electric	PER DAY	\$30.00	PER DAY	NO BID	PER DAY	\$24.51	PER DAY	NO BID	PER DAY	\$30.00	PER DAY	\$22.00	PER DAY	\$85.00	PER DAY	\$23.00	PER DAY	\$250.00	PER DAY	\$27.00	PER DAY	\$100.00	PER DAY	\$100.00	PER DAY	\$55.00
99	MOT, Rental of Traffic Cones, 36-inch high (per 50 cones)	PER DAY	\$75.00	PER DAY	NO BID	PER DAY	\$6.66	PER DAY	NO BID	PER DAY	\$0.30	PER DAY	\$25.00	PER DAY	\$1.00	PER DAY	\$50.00	PER DAY	\$100.00	PER DAY	\$0.25	PER DAY	\$130.00	PER DAY	\$100.00	PER DAY	\$20.00
100	MOT, Rental of Barricades, Type II	PER DAY	\$0.75	PER DAY	NO BID	PER DAY	\$1.97	PER DAY	NO BID	PER DAY	\$0.50	PER DAY	\$1.10	PER DAY	\$5.00	PER DAY	\$0.60	PER DAY	\$2.00	PER DAY	\$0.30	PER DAY	\$1.00	PER DAY	\$15.00	PER DAY	\$345.00
101	MOT, Rental of Barricades, Type III	PER DAY	\$1.00	PER DAY	NO BID	PER DAY	\$1.97	PER DAY	NO BID	PER DAY	\$0.60	PER DAY	\$1.65	PER DAY	\$5.00	PER DAY	\$0.50	PER DAY	\$6.00	PER DAY	\$0.55	PER DAY	\$5.00	PER DAY	\$175.00	PER DAY	\$52.00
102	MOT, Rental of Jersey Barrier	PER DAY	\$75.00	PER DAY	NO BID	PER DAY	\$566.32	PER DAY	NO BID	PER DAY	\$5.00	PER DAY	\$33.00	PER DAY	\$200.00	PER DAY	\$60.00	PER DAY	\$50.00	PER DAY	\$75.00	PER DAY	\$500.00	PER DAY	\$225.00	PER DAY	\$65.00
103	Materials Mark-Up (for items not in contract up to \$50K)	PER CENT	10%	PER CENT	NO BID	PER CENT	\$6,000.00	PER CENT	10%	PER CENT	15%	PER CENT	10%	PER CENT	10%	PER CENT	10%	PER CENT	10%	PER CENT	15%	PER CENT	11%	PER CENT	\$10	PER CENT	15.70%
1	1-Man Crew w/Pickup Truck	HR	\$250.00	HR	NO BID	HR	\$166.73	HR	\$200.00	HR	\$250.00	HR	\$200.00	HR	\$190.00	HR	\$200.00	HR	\$180.00	HR	\$150.00	HR	\$240.00	HR	\$180.00	HR	\$285.00
2	5-Man Crew w/Pickup Truck	HR	\$350.00	HR	NO BID	HR	\$261.49	HR	\$260.00	HR	\$350.00	HR	\$300.00	HR	\$220.00	HR	\$300.00	HR	\$220.00	HR	\$200.00	HR	\$320.00	HR	\$220.00	HR	\$428.00
3	Supervisor	HR	\$80.00	HR	\$90.00	HR	\$126.42	HR	\$80.00	HR	\$80.00	HR	\$81.00	HR	\$95.00	HR	\$90.00	HR	\$70.00	HR	\$65.00	HR	\$96.00	HR	\$72.00	HR	\$87.50
4	Foreman	HR	\$75.00	HR	\$80.00	HR	\$93.87	HR	\$60.00	HR	\$75.00	HR	\$72.00	HR	\$75.00	HR	\$80.00	HR	\$55.00	HR	\$55.00	HR	\$85.00	HR	\$65.00	HR	\$72.50
5	Welder	HR	\$65.00	HR	NO BID	HR	\$87.07	HR	NO BID	HR	\$60.00	HR	\$60.00	HR	\$75.00	HR	\$75.00	HR	\$65.00	HR	\$100.00	HR	\$50.00	HR	\$48.00	HR	\$70.00
6	Skilled Laborer	HR	\$65.00	HR	\$45.00	HR	\$44.03	HR	\$40.00	HR	\$40.00	HR	\$30.00	HR	\$35.00	HR	\$52.00	HR	\$36.00	HR	\$35.00	HR	\$40.00	HR	\$40.00	HR	\$47.50
7	Day Laborer (Unskilled)	HR	\$35.00	HR	\$35.00	HR	\$40.35	HR	\$30.00	HR	\$35.00	HR	\$24.00	HR	\$30.00	HR	\$24.00	HR	\$26.00	HR	\$26.00	HR	\$36.00	HR	\$30.00	HR	\$38.35
8	Grindbl	HR	\$150.00	HR	NO BID	HR	NO BID	HR	NO BID	HR	\$175.00	HR	\$85.00	HR	\$100.00	HR	\$120.00	HR	\$125.00	HR	\$120.00	HR	\$140.00	HR	\$80.00	HR	\$179.00
9	Skid Loader	HR	\$80.00	HR	\$60.00	HR	\$85.07	HR	\$60.00	HR	\$65.00	HR	\$30.00	HR	\$65.00	HR	\$80.00	HR	\$75.00	HR	\$75.00	HR	\$95.00	HR	\$65.00	HR	\$95.00
10	Rubber Tire backhoe/loader	HR	\$80.00	HR	NO BID	HR	\$88.40	HR	NO BID	HR	\$85.00	HR	\$35.00	HR	\$65.00	HR	\$115.00	HR	\$85.00	HR	\$100.00	HR	\$90.00	HR	\$60.00	HR	\$95.00
11	Track backhoe	HR	\$140.00	HR	\$130.00	HR	\$127.62	HR	NO BID	HR	\$140.00	HR	\$100.00	HR	\$125.00	HR	\$145.00	HR	\$130.00	HR	\$175.00	HR	\$170.00	HR	\$60.00	HR	\$165.00
12	Dump Truck	HR	\$80.00	HR	NO BID	HR	\$123.46	HR	\$80.00	HR	\$75.00	HR	\$65.00	HR	\$75.00	HR	\$78.00	HR	\$65.00	HR	\$85.00	HR	\$76.00	HR	\$70.00	HR	\$80.00
13	Flatbed w/Tractor	HR	\$100.00	HR	NO BID	HR	\$139.86	HR	NO BID	HR	\$150.00	HR	\$110.00	HR	\$85.00	HR	\$115.00	HR	\$90.00	HR	\$120.00	HR	\$110.00	HR	\$100.00	HR	\$115.00
14	Flatbed	HR	\$80.00	HR	NO BID	HR	\$13.34	HR	NO BID	HR	\$15.00	HR	\$60.00	HR	\$45.00	HR	\$60.00	HR	\$50.00	HR	\$100.00	HR	\$72.00	HR	\$65.00	HR	\$65.00
15	Wellpoint System	HR	\$50.00	HR	\$60.00	HR	\$50.85	HR	NO BID	HR	\$50.00	HR	\$100.00	HR	\$45.00	HR	\$40.00	HR	\$60.00	HR	\$50.00	HR	\$190.00	HR	\$55.00	HR	\$75.00
16	Jet Pump	HR	\$50.00	HR	\$50.00	HR	\$35.53	HR	NO BID	HR	\$30.00	HR	\$80.00	HR	\$45.00	HR	\$58.00	HR	\$45.00	HR	\$75.00	HR	\$63.00	HR	\$15.00	HR	\$75.00
22	Hydraulic Submersible Pump	HR	\$50.00	HR	NO BID	HR	\$58.82	HR	NO BID	HR	\$30.00	HR	\$150.00	HR	\$50.00	HR	\$50.00	HR	\$50.00	HR	\$50.00	HR	\$100.00	HR	\$25.00	HR	\$95.00
18	Welding machine	HR	\$50.00	HR	NO BID	HR	\$13.36	HR	NO BID	HR	\$25.00	HR	\$50.00	HR	\$30.00	HR	\$50.00	HR	\$50.00	HR	\$75.00	HR	\$50.00	HR	\$20.00	HR	\$78.00
19	Portable Generator	HR	\$50.00	HR	NO BID	HR	\$16.15	HR	\$35.00	HR	\$15.00	HR	\$20.00	HR	\$40.00	HR	\$50.00	HR	\$35.00	HR	\$50.00	HR	\$25.00	HR	\$30.00	HR	\$70.00
20	Quick Cut Saw	HR	\$30.00	HR	NO BID	HR	\$6.39	HR	\$35.00	HR	\$10.00	HR	\$6.00	HR	\$10.00	HR	\$30.00	HR	\$25.00	HR	\$25.00	HR	\$25.00	HR	\$10.00	HR	\$32.50
21	Asphalt/Concrete Saw	HR	\$40.00	HR	NO BID	HR	\$11.15	HR	\$35.00	HR	\$20.00	HR	\$25.00	HR	\$20.00	HR	\$30.00	HR	\$35.00	HR	\$25.00	HR	\$25.00	HR	\$5.00	HR	\$45.00
22	Steel Wheel Roller	HR	\$70.00	HR	NO BID	HR	\$40.65	HR	\$100.00	HR	\$90.00	HR	\$45.00	HR	\$60.00	HR	\$85.00	HR	\$80.00	HR	\$75.00	HR	\$90.00	HR	\$50.00	HR	\$90.25
23	Plate Tamper	HR	\$25.00	HR	NO BID	HR	\$14.59	HR	\$25.00	HR	\$20.00	HR	\$10.00	HR	\$25.00	HR	\$30.00	HR	\$35.00	HR	\$25.00	HR	\$25.00	HR	\$5.00	HR	\$45.00
24	Chain Saw/Debris Clearing Hand Equipment	HR	\$30.00	HR	NO BID	HR	\$4.99	HR	\$30.00	HR	\$20.00	HR	\$10.00	HR	\$30.00	HR	\$30.00	HR	\$30.00	HR	\$30.00	HR	\$25.00	HR	\$12.00	HR	\$40.00
8	Contractor's Representative	D. Steven Eakins, Jr.		Van C. Williams		John Cabottari		Shawn Cunningham		Howard Wright		Rudy Polcuff		Chase Rogers		Tom Uring		Edward Olney		Nancy G. Rossi		Jason Daley		Stephen Zipp		Kathie Gonzalez	
9	Telephone Number	561.842.0001		561.844.5538		772.286.5123		561.723.5812		561.722.1486		561.372.2995		561.640.2502		561.471.4100		561.738.9443		561.588.6691		561.793.9400		561.510.3800		786.608.1406	
10	Email Address	steve@deekins.com		van@devaninc.com		jcabottari@ferreiracconstruction.com		shawnc@flyingscotinc.com		howard@foster-marine.net		rudy@heavycivilinc.com		info@hinterlandgroup.com		jackson@jwcheatham.com		edw@murraylogan.com		nancyw@randbpaving.com		jason.daley@rangerconstruction.com		steve@delmarinvestllc.com		kgonzalez@waypointci.com	

RESOLUTION NO. 2020-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING OTHER GOVERNMENT AGENCY CONTRACTS; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section _____ of the Town’s Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and,

WHEREAS, the Town is in need of reliable sources for goods and services relating to repair and maintenance of public facilities, including road repairs and maintenance, landscaping and sod maintenance and repair, and other miscellaneous public works; and,

WHEREAS, the Town Administration has researched and located several government agency contracts for goods and services needed by the Town, which have been competitively procured and where the Town can obtain the same goods and services at prices equal to or less than the prices in the other government contracts; and,

WHEREAS, attached hereto and incorporated herein as Exhibit “A” is a matrix reflecting the vendor, the local government, the current expiration date for the contract to be utilized by the Town, the goods and services to be purchased by the Town through the local government contract, and the amount authorized to be spent on each contract; and,

WHEREAS, the Town Manager does not believe the Town could get better prices for the goods and services if the Town procured them itself; and,

WHEREAS, the Town Manager recommends that the Town Council authorize the use of the local government contracts listed in Exhibit “A”, and authorize the Mayor to execute any and all documents to implement the use of the contracts, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney; and,

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to act in accordance with the recommendation of the Town Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize other government agency contracts for goods and services pursuant to and consistent with Exhibit “A”. The Mayor is authorized to execute any and all documents to implement the use of the other government contracts by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. The spending authority for each contract is limited to the amount set forth in Exhibit A. In addition, the Town may use the other government contracts so long as they remain in effect, including renewals or extensions of the contracts by the other government agencies.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LISA EL-RAMEY, MAYOR	☐	☐	☐
MARGE HERZOG, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
ROBERT SHORR, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____, 2020.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

APPROVED AS TO LEGAL FORM:

Council Member Phillis Maniglia

Town Attorney

Council Member Laura Danowski

Council Member Robert Shorr

EXHIBIT “A”

LOCAL GOVERNMENT CONTRACTS AUTHORIZED TO BE USED BY THE TOWN

Contractor	Contracting Agency	Term	Commodity/Service

Purchase orders, individually or in the aggregate, are not to exceed amounts budgeted without separate budget amendment subject to Council approval as required.

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DATE: December 1, 2020

Agenda Item: # 7

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

SUBJECT: ITID pending closure at 43rd Rd N. at 140th Ave N. Update

Background:

In August the town received written notice from Indian Trail Improvement District's (ITID) of their intent to close off "unpermitted" cross jurisdictional roadway access points at 40th Rd N & 140th and 43rd Rd N & 140th. The closure gate at 40th Rd N & 140 Ave N. (the "cut-through") has now been completed, with padlocked access only for official emergency access.

The next pending closure at 43rd Road N & 140th negatively impacts and land-locks nine individual properties located east of the privately owned and gated properties at 145th & 43rd, which was abandoned by Town Council action in 2013. Though there is deeded way of access embedded to each individual property along the route, legally the Town does not have standing to enforce the deeded easements for the private properties and has not maintained continual connection or maintenance on the private segment(s) laying over the intersection of 145th Ave N. to 43rd Rd. N.

Town Council initial rejected proposals to create Inter-local Agreements (ILA) for criteria and process to create future legal access points interjurisdictionally. However, staff and legal due diligence on the best options to provide access and services to 43rd Rd N residents moving forward has concluded that an agreement to accommodate access and services for the 9 properties located along 43rd Rd N (east of the privately gated properties) may be the town's best option to resolve an array of issues for the foreseeable future.

The Town Attorney has templates to quickly create an agreement that can be adopted and executed between ITID and Loxahatchee Groves that may provide for this small segment of "dead-ended" roadway properties to be treated like a small "subdivision" with possible keypad gated access for the residents and service providers as authorized by the town. Details of infrastructure cost sharing, service assessments and access criteria to be determined by the official parties to the agreement.

Recommendation:

Staff recommends authorizing creation of a proposed agreement with Indian Trail Improvement District (ITID) and the Town to provide for legal way of residential access and official services to the limited properties identified along 43rd Rd N, with conditions as set by the governing parties.