

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

Community Open Discussion Meeting 6:00-6:55 PM (Non-Agenda Items Workshop)

AGENDA

JANUARY 4, 2022 - 7:00 - 10:30 P.M.



Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Marge Herzog, Councilmember (Seat 4)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, 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 is why we say "Character Counts" in Town of Loxahatchee. 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 AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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 will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are live-streamed and close-captioned for the general public via our website, instructions are posted there.

CONSENT AGENDA

1. Approval of **Resolution No. 2022-01** approving the schedule for the Regular Town Council Meeting dates for the 2022 calendar year.
2. Approval of Ceremonial Guidelines for Proclamations, Certificate of Achievement and Keys to the Town.
3. Approval of **Resolution No. 2022-04** accepting Multi-Use Trail Easement for 4156 161st Terrace North.

PRESENTATION

4. Update on the Groves Town Center Pod B- request for special consideration.

REGULAR AGENDA

5. Approval of **Resolution No. 2022-02** authorizing an agreement with BHT Earthworks, Inc.
6. Approval of **Resolution No. 2022-03** authorizing the entry by the Town into an agreement with Core & Main, LP for annual supply of brass fitting and accessories.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

Laura Danowski (Seat 2)

Marianne Miles (Seat 3)

Marge Herzog (Seat 5)

Mayor Robert Shorr (Seat 4)

TOWN STAFF COMMENTS

Town Manager

Assistant Town Manager

Town Attorney

Public Works Director

Town Clerk

ADJOURNMENT

Comment Cards:

Note public comment rules may be 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.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

DATE: December 28, 2021

SUBJECT: Approval of Resolution No. 2022-01 Town Council Regular Meeting Schedule for the 2022 calendar year.

BACKGROUND:

At the beginning of each year, Town Council is presented a calendar of schedule Town Council Regular Meeting dates. These meeting dates are subject to change at the approval of Town Council.

RECOMMENDATIONS:

Staff recommends that Town Council approve Resolution No. 2022-01 a schedule for the Regular Town Council dates for the 2022 calendar year.

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RESOLUTION NO. 2022-01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR TOWN COUNCIL MEETING DATES FOR THE CALENDAR YEAR OF 2022; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2018-73 set forth a schedule for the regular Town Council Meeting Dates for Fiscal Year 2018-2019; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt an adjusted schedule for Town Council Meetings; and

WHEREAS, finds it in the best interest of the Town to confirm a uniform meeting calendar for conduct of business and public participation at Town meetings; and

WHEREAS, the identified Calendar Schedule for all regular Town Council Meetings for the period beginning January 1, 2022, through December 31, 2022, is hereby presented.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AS FOLLOWS:

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 upon adoption hereof.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby adopts Resolution No.2022-01 the Town Council Meeting Schedule for calendar year of 2022, beginning January 1, 2022, and ending December 31, 2022, as set forth in **Exhibit "A"** attached hereto.

Section 3. The Town Council may from time to time, by motion, add, modify, change, and delete meetings from the attached Meeting Schedule as necessary to conduct the

business of the Town of Loxahatchee Groves.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon 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>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGARET HERZOG, COUNCIL MEMBER	☐	☐	☐
PHLLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF JANUARY 2022.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice-Mayor Laura Danowski

Councilmember Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Elizabeth Lenihan, Town Attorney

Councilmember Marianne Miles

COUNCIL MEETING SCHEDULE

JANUARY 1, 2022, TO DECEMBER 31, 2022

January 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jan 4th TC Meeting
Jan 17th Martin Luther King Day- Holiday
Jan 18th TC Meeting

February 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

Feb 1st TC Meeting
Feb 15th TC Meeting
Feb 21st Presidents Day- Holiday

March 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

March 1st TC Meeting
March 8th Town Election
March 15th TC Meeting

April 2022						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April 5th TC Meeting
April 19th TC Meeting

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May 3rd TC Meeting
May 17th TC Meeting
May 30th Memorial Day- Holiday

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

June 7th TC Meeting
June 20th Juneteenth (observed) Holiday
June 21st TC Meeting

July 2022						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July 4th of July - Holiday
July 19th TC Meeting –set millage/solid waste

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2nd TC Meeting
August 16th TC Meeting

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Sept 5th Labor Day- Holiday
Sept 8th TC Meeting Prelim. Tax Levy/Budget/Final
Solid Waste Assessment- Tentative
Sept. 20th TC Meeting Final Tax Levy/Budget Hearing

COUNCIL MEETING SCHEDULE

JANUARY 1, 2022, TO DECEMBER 31, 2022

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Oct 4th TC Meeting
Oct 18th TC Meeting

November 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Nov 1st TC Meeting
Nov 11th Veterans Day- Holiday
Nov 24th & 25th Thanksgiving Holiday

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Dec 6th TC Meeting
Dec 23rd Christmas Eve (observed) Holiday
Dec 26th Christmas (observed) Holiday



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

DATE: December 28, 2021

SUBJECT: Approval of Ceremonial Guidelines for Proclamations, Certificate of Achievement and Keys to the Town

BACKGROUND:

Due to the request of creating proclamations for many different organizations/causes last year, I felt that the Town needed to establish a policy and procedure.

RECOMMENDATION:

Staff recommends that Town Council approve the Ceremonial guidelines for Proclamations, Certificate of Achievement and Keys to the Town to be implemented as the Ceremonial Guidelines for Proclamations, Certificate of Achievement and Keys to the Town policy and procedures.

**TOWN OF LOXAHATCHEE GROVES
CEREMONIAL GUIDELINES FOR
PROCLAMATIONS, CERTIFICATE OF ACHIEVEMENT AND
KEYS TO THE TOWN**

General Information

Certificates of Achievement are ceremonial documents that recognize an individual's service or extraordinary achievement. They do not have any legislative value.

Proclamations are official Town related announcements and/or public declarations issued by the mayor. They are ceremonial in nature and do not have any legislative value.

Keys to the Town are an honor bestowed by the Town upon distinguished persons and honored guests of the Town of Loxahatchee Groves. It symbolizes outstanding civic contributions of the recipients and should be given out only in extraordinary circumstances.

Purpose

These ceremonial declarations are issued for the following reasons:

1. Recognition of action or service above and beyond the call of duty;
2. Recognition of extraordinary achievement;
3. Supporting actions that improve the quality of life of the Town of Loxahatchee Groves community; or
4. To raise public awareness of issues that directly affect the Town of Loxahatchee Groves community.

Format

Certificate of Achievement

Prepared on appropriate paper the includes a watermark of the Town Seal in the background, along with the *who* and *what* (the achievement) as supplied by the requestor and will be signed by the Mayor.

Proclamation

Prepared on 8 ½ x 11 paper and always includes the following:

- *Whereas* clauses providing information that basically describe the five W's (who, what, when, where and why)
- *A Now, Therefore Be It Resolved* clause proclaiming a specific event
- An execution date representing the date the Mayor signed the document or the date of the event
- Signature of the Mayor
- City Seal
- Be enclosed in a certificate holder

Keys to the Town

The Key to the Town is the Town's most prestigious award and will only be used to recognize exceptional achievement or to bestow honor upon distinguished persons and honored guests of the Town of Loxahatchee Groves.

Request Process

An application form (see attached) for a Proclamation or Certificate of Achievement should be submitted to the Town Clerk's Office at least ten (10) business days prior to the event, along with a sample proclamation. Individuals/organizations are encouraged to file their request as early as possible. Applications received after the deadline will be prepared based upon staff availability. Requestors will be advised when issuance cannot occur by the event date.

The Town Clerk's Office will initially review all applications and forward to the Town Manager for final approval. The Town Manager can seek concurrence from the mayor if there are concerns.

Receipt of Final Document

Individuals/organizations have several options for receiving the finalized document:

1. Proclamation/Certificate can be picked up from the Town Clerk's Office/Town Hall.
2. Presentation can occur prior to the start of any Town Council Meeting.
3. Presentation can occur at a regularly scheduled Council Meeting which will require additional information for agenda purposes.
4. Presentation can occur at an event sponsored by the individual/organization subject to availability of the Mayor or a Town Council Member.

Coordination will be handled by the Town Clerk's Office.

Media Coverage

The individual/organization requesting a proclamation or Certificate of Achievement will arrange for any and all media coverage.

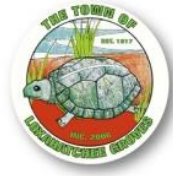
Contact Information

Mailing Address:

Town Clerk's Office
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Telephone: 561-793-2418

Email: lburch@loxahatcheegrovesfl.gov



TOWN OF LOXAHATCHEE GROVES PROCLAMATION OR CERTIFICATE OF ACHIEVEMENT APPLICATION FORM

Return completed form to the City Clerk's Office, Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, FL 33470

Requestor's Name: _____

Requestor's Address: _____

Requestor's Telephone and Email: _____

Person/Organization to be Honored: _____

Event Title: _____

Event Date, Time & Location: _____

Mayor/Council's presence requested? Yes ____ **No** ____

Provide detailed reason for request including a list of accomplishments and how the individual/organization benefits the quality of life in the Town of Loxahatchee Groves (attach additional sheets if necessary):

The Town Manager's Office reserves the right to use submitted facts as deemed appropriate and may request additional information when necessary.

For Official Use Only: _____ Approved _____ Disapproved



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves
FROM: James Titcomb, Town Manager
SUBJECT: Town Receiving Easements from Property Owners - Updates

Background:

Council has requested the Town Attorney is to prepare easement documents that cover a variety of uses as willingness to convey said permissions are made by willing property owners to the Town's inurement. The Town has multiple kinds of easements for utilities, recreational use, drainage, way of access, maintenance access operations and other multiple, combination or single purpose easements (such as the former town program that produced a drainage easement prepared for a specific catch basin installation project, which include necessary as-builts and surveys) to be accepted by council and, then recorded in the public record as conveyed by individual property site(s) by the owner(s) of record for said purposes.

The Town Council receives and approves such conveyed/filed easements to the benefit of the town for various capital, maintenance and access purposes as its legislative authority body.

Recommendation:

Staff requests Council review to receive and approve for adoption/recording the information presented in attached easements as conveyed to the town.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING A MULTI-USE TRAIL EASEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to obtain Easements for Multi-Use Trail purposes; and

WHEREAS, Linda Cowart has executed a Multi-Use Trail Easement in favor of the Town; and

WHEREAS, pursuant to Town Council adopted procedures, all Easements must be accepted by the Town Council prior to recording; and

WHEREAS, the Town Council has determined that it is in the best interests of the residents of the Town to accept the Multi-Use Trail Easement from Linda Cowart.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:

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 upon adoption hereof.

Section 2. The Town Council accepts the Multi-Use Trail Easement and directs Town staff to have it recorded in the public records.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective upon 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>
Robert Shorr, MAYOR	☐	☐	☐

Laura Danowski, VICE MAYOR

☐ ☐ ☐

Phillis Maniglia, COUNCIL MEMBER

☐ ☐ ☐

Marge Herzog, COUNCIL MEMBER

☐ ☐ ☐

Marianne Miles, COUNCIL MEMBER

☐ ☐ ☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS ___ DAY OF JANUARY 2022.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Phillis Maniglia

Elizabeth Lenihan, Town Attorney

Councilmember Marianne Miles

Prepared by and return to:
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

MULTI-USE TRAIL EASEMENT AGREEMENT

THIS GRANT OF A MULTI-USE TRAIL EASEMENT ("Easement") is made and entered into this 22 day of November 2021 by and between Linda Cowart with a mailing address of 4156 161st Terrace, N. hereinafter referred to as the "GRANTOR", and the TOWN OF LOXAHATCHEE GROVES, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 155 F Road, Loxahatchee Groves, FL 33470.

WITNESSETH:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, a perpetual multi-use trail easement over, under and across that certain real property owned by the GRANTOR which is described in Exhibit "A" attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the public to enter upon and use the Easement Property from sunrise to sunset on any day of the year to walk, jog, bike or ride horses and to allow GRANTEE to maintain the Easement Property. The GRANTOR, or its successors or assigns, may utilize the Easement Property, but shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the public or GRANTEE to use or maintain this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within the Easement Property which might interfere with the public's or GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

Pursuant to Section 375.251, Florida Statutes, GRANTOR is providing the public with the Easement Property for outdoor recreational purposes at no charge; and, therefore, has no duty of care to keep that area safe for entry or use by others, or to give warning to persons entering or going on the Easement Property of any hazardous conditions, structures, or activities on or within the Easement Property; and is not liable or responsible for any injury to persons or property caused by the act or omission of a person who goes on the Easement Property.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the GRANTEE, its successors and assigns the non-exclusive right to use the Easement Property.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

WITNESSES:

By: Amber Schneider

Witness name: Amber Schneider

By: [Signature]

Witness name: Kenthua White

GRANTOR:

[Signature]

By: Linda Cowart

By: _____

By: _____

STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this 22nd ~~this~~ day of Nov., 2020, by Linda Cowart, who is [] personally known to me or [X] produced FL DL as identification.

Cheri R. Coates
(Signature of Notary Public-State of Florida)

Cheri R. Coates
(Print, type, or stamp commissioned name of Notary public)



GRANTEE ACCEPTANCE:

TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: W. Ashm
_____, Mayor

Town Clerk

Approved as to form
and legal sufficiency

By: _____
Date: _____

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

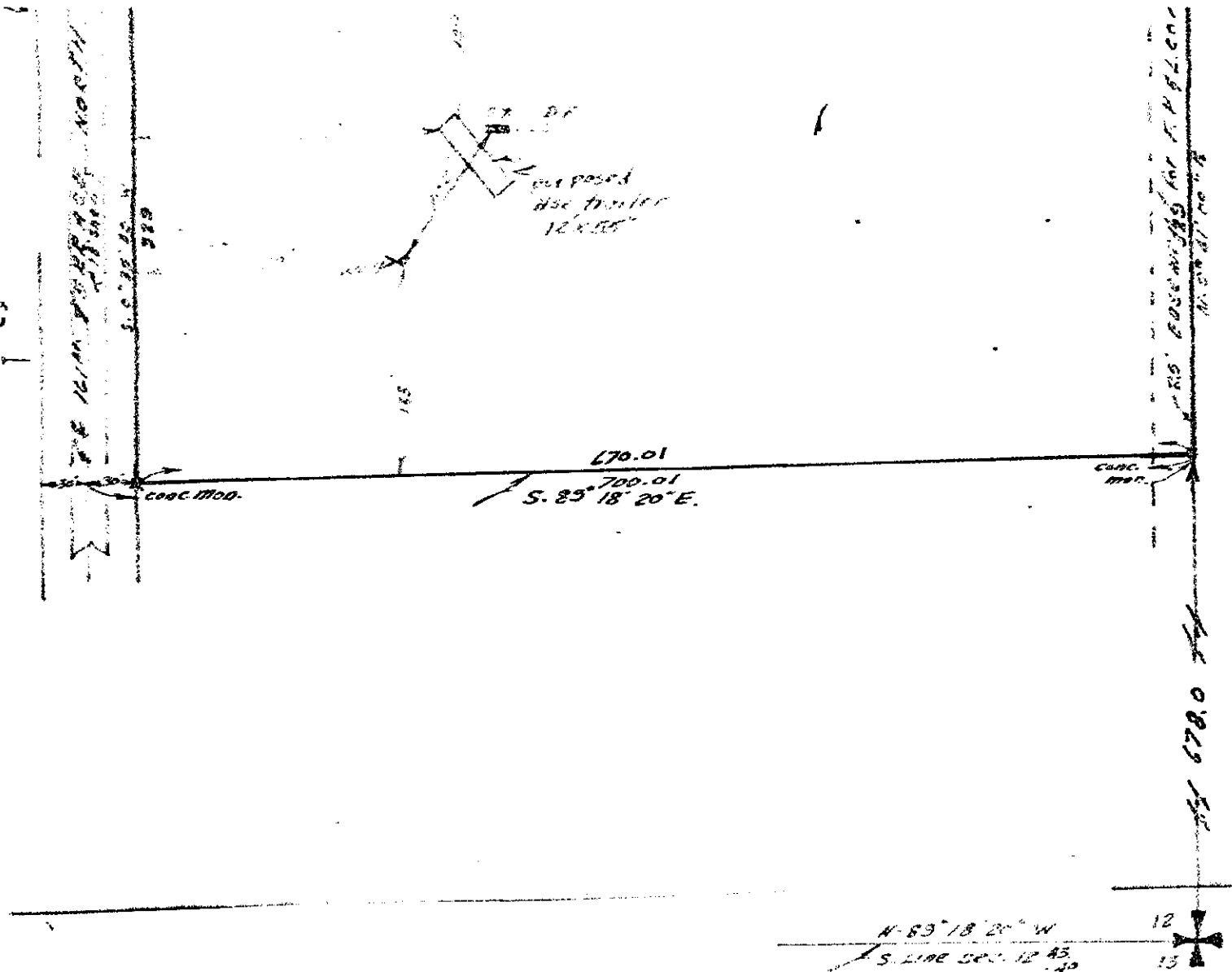
The foregoing Easement was accepted and acknowledged before me this ____ day of _____, 20__, by _____, Mayor and _____, Town Clerk, of the Town of Loxahatchee Groves, who were physically present and are personally known to me.

Notary Public Signature

Exhibit "A"

Description of Easement

The West 20' of the North 329.0 feet of the South 1,007.0 feet of the East ½ of the East ¼ of Section 12, Township 43, range 40 East, Palm Beach County, Florida



SURVEY OF

a parcel of land in Section 12, Township 43 South, Range 40 East, Palm Beach County, Fla., said parcel containing 5.06 acres, excluding road easement, and being more particularly described as follows;

The North 320.0 feet of the South 1007.0 feet of the West One-Half (W $\frac{1}{2}$) of the East One Quarter (E $\frac{1}{4}$) of the South One-Half (S $\frac{1}{2}$) of said Section 12.

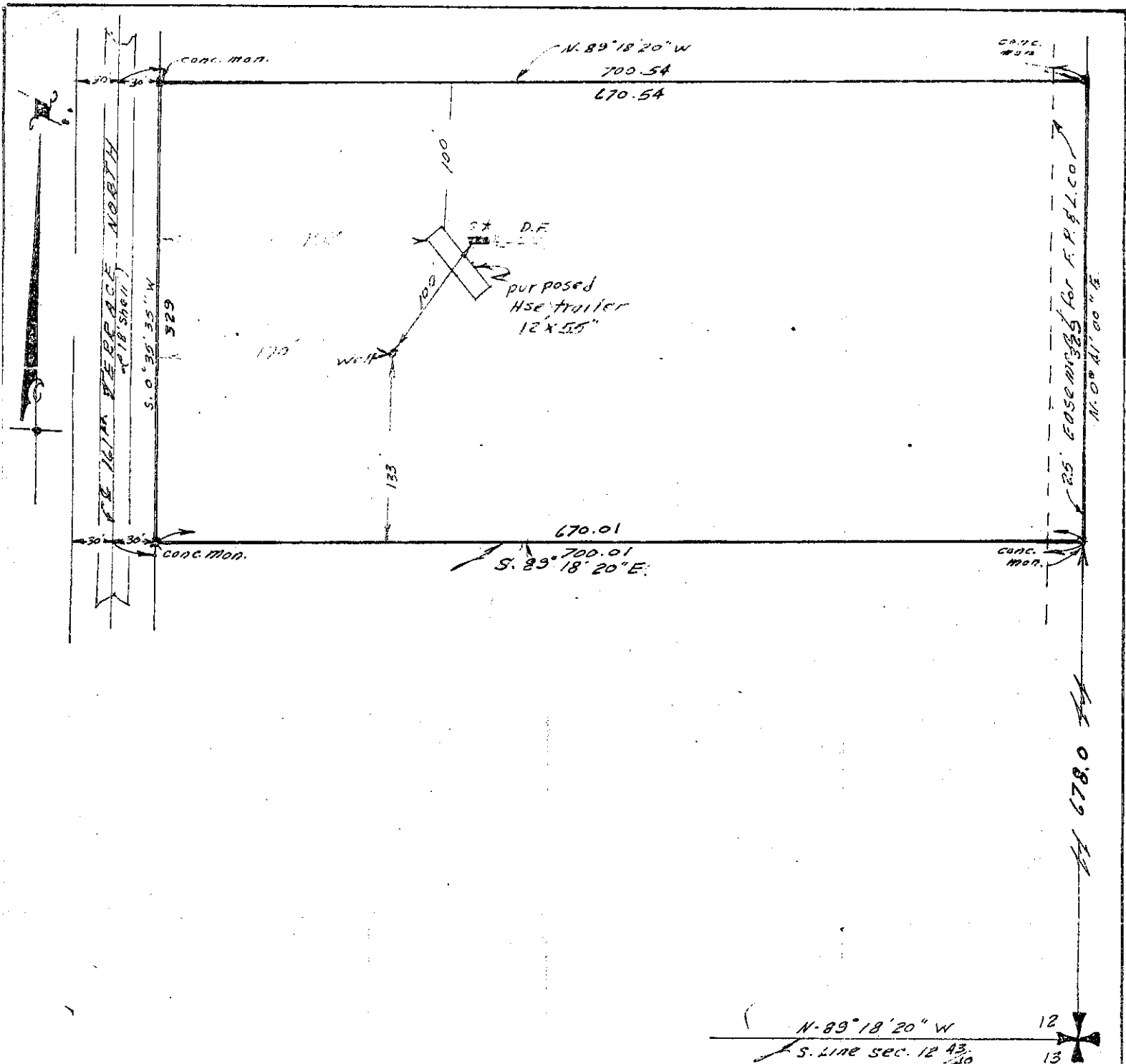
TO BE EASEMENT for road purposes over the West 30 feet thereof;
TO BE EASEMENT for utilities over the West 10 feet thereof.

FOR

PATRICIA KELLY

HEREBY CERTIFY that the plat shown hereon is a true and correct representation of a survey of the property described in the prior thereof, made under my direction, and is accurate to the best of my knowledge and belief, and that there are no encroachments, unless shown.

Registered Land Surveyor, Florida Certificate No. 1631



SURVEY OF

A parcel of land in Section 12, Township 43 South, Range 40 East, Palm Beach County, Fla.. said parcel containing 5.06 acres, excluding road easement, and being more particularly described as follows;

The North 329.0 feet of the South 1007.0 feet of the West One-Half ($W\frac{1}{2}$) of the East One Quarter ($E\frac{1}{4}$) of the South One-Half ($S\frac{1}{2}$) of said Section 12.

SUBJECT TO easement for road purposes over the East 50 feet thereof;
SUBJECT TO easement for utilities over the West 10 feet thereof.

FOR

PATRICIA KELLY

I HEREBY CERTIFY That the plat shown hereon is a true and correct representation of a survey of the property described in the caption thereof, made under my direction, and is accurate to the best of my knowledge and belief, and that there are no encroachments, unless shown.

Registered Land Surveyor, Florida Certificate No. 1631

SCALE 1" = 100' DATE Oct 31, 1973	Teddy O. Potter & Associates REGISTERED ENGINEERS AND SURVEYORS BUSINESS: 3133 LUCERNE AVENUE, LAKE WORTH, FLORIDA RESIDENCE: 826 FRANKLIN RD, WEST PALM BEACH, FLORIDA TELEPHONE 582-7906	REFERENCES Lillian C. Jewell's 418 310 F.B.L-324/9
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PALM BEACH COUNTY HEALTH DEPARTMENT SEPTIC TANK APPLICATION

FOR: Patricia Kelly
Pl. 329 Pt. S 1007.0 ft W 1/4 E 1/4 S 1/2
Sec. 12; 43/40.

SHEET 2

PERCOLATION TEST RESULT:

3" DROP IN 2 MIN. 40 SEC.

SOIL TYPE:

MAJOR CLASS

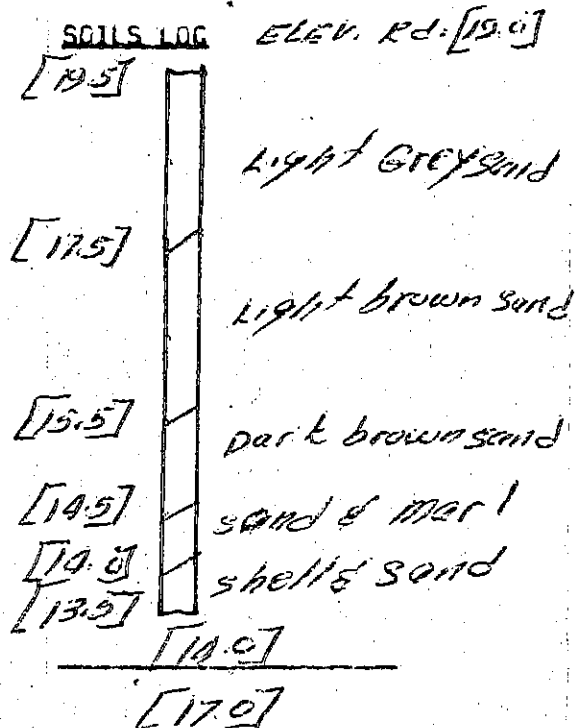
GROUP SYMBOL (S.W.)

Studied & Certified
 To Be Satisfactory.

YES

WATER TABLE ELEVATION, EXISTING

WATER TABLE DURING WETTEST SEASON OF THE YEAR



PROPOSED SEPTIC TANK & DRAIN FIELD SYSTEM TO BE:

- a) Distant from any private well (75' min.)
- b) Distant from any public well (100' min.)
- c) At least 5' from any building
- d) At least 10' from water supply line
- e) At least 5' from property line
- f) At least 50' from high water line of lake, canals, other waters

Adequate area for drain field and expansion?

Fill placed in septic tank area?

If so, has at least six months settling or mechanical tamping been applied?

Public sewer within 100'?

YES

YES

YES

YES

YES

YES

YES

YES

NO

This is to CERTIFY that the above captioned sketch is a true delineation of a SURVEY made under my direction and is accurate to the best of my knowledge and belief.

There are no encroachments.

Neil R. Olson

Fla. Cert. #1631
 Reg. Land Surveyor

NEIL R. OLSON
 3133 LUCERNE
 LAKE WORTH FLA 25
 697 1000



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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves
FROM: James Titcomb, Town Manager
DATE: April 6, 2021
SUBJECT: Grove Town Center Request for POD B Tenant Permitting Advances

Background:

The submitted (attached) letter request is provided by sub-tenants of the POD B subdivision of the Groves Town Center MPUD. This request consideration from the specific tenants of Groves Town Center MPUD “POD B” property/business owners is to attempt to free up these parcels from some of the timeline and procedural constraints as apply to the overall GTC MPUD. Specifically, these individual parcels would like to be exempted out of responsibility for various development requirements related to the natural areas, equestrian trail & bridge amenities ultimately required to be designed, permitted, and installed by the master developer (GTC).

With various process and timeline issues in the works effecting all the properties collocated in the MPUD, along with COVID and other statutory extensions or permitting delays, these parcel owners/principals feel they are compliant in their individual site/permitting applications requirements and ready to go.

They seek council relief to allow concurrent administration, permitting and inspections, as well as specific site preparation activities to commence, ahead of other final resolution on the commitments that are the responsibility of the master development prior to buildout, or as defined in the developers’ agreements.

The Town Council is asked to weigh in on allowing parallel and concurrent permitting and inspection tracks to help facilitate efficient and collaborative process and timelines for all parties involved in the GTC POD B subdivision. The Town Planner and Engineers have been actively involved in these discussions, providing technical review and commentary to assure compliance while afford collaborative opportunities for all parties to move forward.

Staff Recommendations:

Town staff recommends Council approve the requested consideration for concurrent processing, site preparations, construction, planting etc., for all projects to move forward more efficiently.

Loxahatchee Groves Town Council
155 F Road
Loxahatchee Groves, FL

12/20/2021

Subject: Town Council Meeting January 4, 2022, Request for Special Consideration, GTC Pod B - Southern Palms Car Wash, LLC

Southern Palms Car Wash contracted for a Pod B parcel in April of 2019 and closed on it in February of 2021. We closed on the property based on expectations from the consultants involved that the city was close to approving the master plan and we would soon be able to start construction. So now, a nearly a year later, we have been paying thousands per month to carry the property and the construction quotes we received months ago are no longer valid. We know it is ideal to have every 'i' dotted and 't' crossed before releasing to start construction, but under the present circumstances we feel it is reasonable for the city to allow for some parallel processes at this point. The city obviously has final say on when we are given a CO so there should be no concern that we will somehow fail to comply with all requirements. Based on input from Bohler we understand Pod B compliance should be 100% by early January. We respectfully ask that once that is achieved Pod B be released to start site development. Ideally all outstanding issues with the master development will also be resolved by then, but if they are not, we ask the city to exercise some flexibility in this matter. **WE RESPECTFULLY ASK FOR SPECIAL CONSIDERATION FROM THE TOWN COUNCIL TO ALLOW US TO MOVE FORWARD WITH POD B LAND CLEARING AND SITE DEVELOPMENT WHILE FINAL DETAILS NOT RELATED TO POD B ARE WORKED OUT.**

Thank you for your kind consideration.

Regards,

Dan Woodward
President, Royal Master Properties, Inc.
Managing member, Southern Palms Car Wash, LLC



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry A. Peters, P.E. Director of Public Works
VIA: James Titcomb, Town Manager
SUBJECT: Replacement of Biddix Road Bridge with a 72" CAP Culvert

BACKGROUND:

The existing canal bridge at Biddix Road and E Road is currently an unsafe structure. The bridge is too narrow and is too low below the level of E Road for safe access. (See attached photo)

Recently the Town Council approved improving and paving this section of E Road, and the addition of base rock and paving accentuates the difference in elevation, between the newly re-constructed and paved E Road and the existing surface of the bridge.

Due to the urgent nature of replacing the existing Bridge, prior to or in concert with the paving of E Road, the Loxahatchee Groves, Public Works Department, has requested quotes from contractors currently having contracts, Johnson/Davis, and BHT Earthworks, Inc. or recently completed contracts, D.S.Eakins, for canal culvert crossing, within the Town, and one new contractor, Matador Construction, who currently has a contract with other local municipalities for bridge culvert installations. (See attached)

RECOMMENDATIONS:

Staff recommends that the Town Council approve a purchase order be written to BHT Earthworks, Inc. in the amount of \$65,300.00 for the removal and replacement of the Canal Bridge Culvert at Biddix Road.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH BHT EARTHWORKS, INC. TO REMOVE, PROVIDE AND INSTALL A CANAL BRIDGE CULVERT WITHIN THE TOWN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a contractor to remove, provide and install a canal bridge culvert at Biddix Road off E Road within the Town; and

WHEREAS, the Town has entered into various piggyback contracts that include culvert repair and replacement, including bridge culverts, based on competitive solicitations performed by other governmental agencies; and

WHEREAS, the Town has received a quote that is lower than the prices awarded in the Town’s piggyback agreements; and

WHEREAS, the quoted vendor has agreed to maintain the quoted pricing for the Town for the term of this Agreement; and

WHEREAS, pursuant to Section 2-133(b)(12) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council has determined that this Agreement is in the best interests of the Town as it provides for the best pricing for the provision and installation of a bridge culvert based on current Town and neighboring contracts and time is of the essence to complete this work; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Agreement for roadway paving and resurfacing.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement with BHT Earthworks, Inc.

Section 3. This Resolution shall take effect immediately upon 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>
Robert Shorr, MAYOR	☐	☐	☐
Laura Danowski, VICE MAYOR	☐	☐	☐
Margaret Herzog, COUNCIL MEMBER	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐
Marianne Miles, COUNCIL MEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS___ DAY OF JANUARY 2022.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Councilmember Phillis Maniglia

Elizabeth Lenihan, Town Attorney

Councilmember Marianne Miles

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022 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 **BHT Earthworks, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the “CONTRACTOR”, with a mailing address of 15209 66th Court N, Loxahatchee, Florida 33470.

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 remove, provide and install a canal bridge culvert at Biddix Road;

WHEREAS, CONTRACTOR submitted a quote that is lower than current Town and neighboring municipal contracts;

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

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 remove, provide and install a canal bridge culvert at Biddix Road, including related work, as described in Exhibit “A”, Scope of Work, attached hereto and incorporated herein. A depiction of the site is attached hereto as Exhibit “B”.

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.

1.4 The CONTRACTOR represents that it is familiar with the Scope of Work to be completed under this Agreement, site locality, local conditions and Laws and Regulations that in any manner may affect the cost, progress, performance or furnishing of the Scope of Work. The CONTRACTOR further represents it has studied the physical conditions at or contiguous to the site that in any manner may affect the cost, progress, performance or furnishing of the Scope of Work and has determined it can perform the Scope of Work.

1.5 The CONTRACTOR shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the CONTRACTOR, it shall be immediately restored to its original condition by the CONTRACTOR at no cost to the TOWN.

1.6 The CONTRACTOR shall keep the site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for alteration by the Scope of Work. Clean up and restoration shall be accomplished on a continuing basis throughout the term of this Agreement and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.

1.7 The CONTRACTOR shall at all times so conduct its work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the TOWN. The CONTRACTOR shall provide for and follow all Maintenance of Traffic requirements in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition.

1.8 It is the CONTRACTOR's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Scope of Work area so that said owners may stake or otherwise mark or protect their facilities. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the work, they must be repaired immediately by the CONTRACTOR in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the work, the CONTRACTOR must take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility.

1.9 All excess excavated material and debris not required for backfill (unless otherwise noted), broken pipe, and any concrete items, together with all roots, boards and other debris are to be disposed of by the CONTRACTOR at an appropriate legal site as designated by the Palm Beach County Solid Waste Authority.

1.10 The CONTRACTOR shall be responsible for protecting and restoring all land and property corners, such as section corners, ¼ section corners, property corners or block control points, and for maintaining all horizontal and vertical control points. All surveying work shall be the responsibility of the CONTRACTOR and shall be performed under the supervision of a Florida Registered Land Surveyor. Survey points that will be destroyed during construction shall be properly referenced and replaced at the CONTRACTOR's expense with permanent monuments approved by the TOWN.

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 quote, 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 The initial term of the Agreement shall become effective upon approval by both parties and shall extend until June 30, 2022, unless terminated earlier, as provided below.

4. MAXIMUM COSTS

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

5. INVOICE

5.1 Upon completion and acceptance of the Scope of Work, the CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid within twenty (20) days of receipt of an invoice for the goods and services. All invoices will be paid in accordance with the Local Government Prompt Payment Act.

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 and services 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 de-mobilization, 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, 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 and include a waiver of subrogation. 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 agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its elected officials, 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 intentional wrongful misconduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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 quote. 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 quote. 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 Scope of Work 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:

BHT Earthworks, Inc.
15209 66th Court N
Loxahatchee, FL 33470

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 Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default, or misrepresentation in connection with any provisions of this Agreement.

27. 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 Agreement meet 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 is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption if requested by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall 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 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 Agreement 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. RESERVED

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.

36. E-VERIFY

36.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes.
- c. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Subscriber upon Request.
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes.
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(2)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

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

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Lakisha Burch, Town Clerk

By: _____
Robert Shorr, Mayor

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR:

**BHT EARTHWORKS, INC, a corporation
authorized to do business in the State of Florida**

By: _____

[Corporate Seal]

Print Name: Anthony J. Lucier
Title: President

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20__ by Anthony J. Lucier, as President, of BHT Earthworks, Inc., a company authorized to do business in the State of Florida, and __ who is personally known to me or __ who has produced _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

Exhibit “A”
Scope of Work

Exhibit “B”
Site Depiction



BIDDIX RD

STOP

BHT Earthworks Inc.**QUOTE**

15209 66th ct N.
Lox, FL 33470

DATE: 12-21-21

TO:
TOWN OF LOXAHATCHEE GROVES
ATT: LARRY

SCOPE OF WORK: INSTALL NEW ALUMINUM CULVERT AND BRIDGE OVER E RD. CANAL AT BENDEX RD.

Job location: E rd. Canal.

QUANTITY	DESCRIPTION	UNIT	TOTAL
1	Remove, cut up, and haul away existing steel bridge.		\$2,000.00
1	72"x40ft. Aluminum 3x1 culvert pipe		\$16,600.00
20	#1 fill for pipe backfill ,slopes and road transitions		\$4,800.00
10	Loads DOT road base for culvert pipe and road transition		\$4,200.00
1	Cement bags and steel pins and construction of footer for bags		\$6,700.00
1	Sod for all areas distributed and culvert area.		\$1,850.00
1	MOT for traffic / also 24 hr escort for residents to exit and enter.		\$1,650.00
1	Density testing on backfill and shellrock		\$800.00
1	Labor (Excavator, Loader, 2 skidsteers, pumps, and roller.		\$26,700.00
TOTAL			\$65,300.00

Make all checks payable to BHT Earthworks Inc.

If you have any questions concerning this invoice, contact AJ Lucier 561-603-6969 email bhtearthworks@gmail.com

THANK YOU FOR YOUR BUSINESS!

Johnson/Davis

Jim Amsler | Estimator | 604 Hillbrath Drive, Lantana, FL 33462

(561) 356-0162 - c | (561) 588-1170 - o | (561) 585-5252 - f | jamsler@johnsondavis.com

JOB NAME: Biddex Street and E Road					
Item #	DESCRIPTION	BID Quantity	U.M.	BID	AMOUNT
	MOBILIZATION/GENERAL CONDITIONS	1.00	LSU	6,000.00	6,000.00
	CLEARING AND GRUBBING	1.00	LSU	4,500.00	4,500.00
	BRIDGE REMOVAL AND DISPOSAL	1.00	LSU	5,500.00	5,500.00
	MOT	1.00	LSU	800.00	800.00
	TEMPORARY PIPING (INSTALL AND REMOVE)	1.00	LSU	4,200.00	4,200.00
	72" RCP	40.00	LF	1,100.00	44,000.00
	RIP RAP HEADWALL	30.00	CV	500.00	15,000.00
	EMBANKMENT	216.00	CV	25.00	5,400.00
	SOD	200.00	SY	8.00	1,600.00
	8" LIMEROCK ENTRANCE	100.00	SY	20.00	2,000.00
				\$	89,000.00
No permits included.					

MATADOR

CONSTRUCTION AND LAND DEVELOPMENT, INC.

2781 Vista Parkway, UNIT K2
West Palm Beach Florida 33411
561-318-7679

Biddix Road Canal Crossing

Date : 12/22/2021

Mr. Larry Peters

Loxahatchee Grove

E-Mail Address: lpeter@loxahatcheegrovesfl.gov

Prepared By : Harvey Perez

Email Address : harvey@matadorconstruction.org

Cell : 561-318-7679

Revised

Matador Construction & Land Development, Inc. proposes to provide all necessary personnel and supervision to perform the work below, on the above named project, based on listed plan, as drawn and as per listed date and last revision.

Item No.	Item	Quantity	Unit	Total Unit Price	Total Cost
72" CAP Pipe Installation					
1	Mobilization	1	LS	\$16,500.00	\$ 16,500.00
3	MOT	1	LS	\$ 4,200.00	\$ 4,200.00
5	Turbidity Screens	1	LS	\$ 1,000.00	\$ 1,000.00
6	Survey	1	LS	\$ 7,800.00	\$ 7,800.00
7	Soil Testing	1	LS	\$ 2,200.00	\$ 2,200.00
8	Existing Bridge Removal and Disposal	1	LS	\$25,000.00	\$ 25,000.00
9	Dewatering	1	LS	\$18,500.00	\$ 18,500.00
10	Earthwork/Fill - Fill Canal for Culvert Crossing	1	LS	\$ 3,850.00	\$ 3,850.00
11	72" C.A.P.	40	LF	\$ 1,200.00	\$ 48,000.00
11	Sand Cement Rip Rap	1	LS	\$16,500.00	\$ 16,500.00
12	#57 Stone Bedding	1	LS	\$ 2,500.00	\$ 2,500.00
13	Fine Grade Slopes	1	LS	\$ 5,500.00	\$ 5,500.00
14	Compacted Subgrade	1	LS	\$ 1,850.00	\$ 1,850.00
15	8" Base Rock	1	LS	\$ 4,800.00	\$ 4,800.00
16	Existing 18" Drainage Connections	3	LS	\$ 2,850.00	\$ 8,550.00
17	Restoration/Sod	1	LS	\$ 8,500.00	\$ 8,500.00
TOTAL					\$ 175,250.00
Alternate					
1	Temporary Canal Crossing for Traffic By Pass	1	LS	\$ 7,200.00	\$ 7,200.00

Note's

Payment and Performance Bond is not included

Permits, Meters, or Permit Fee's of any nature not included

This proposal include Survey & As-Builds/Record Plans and Geotechnical Testing

This proposal does not include Excavation &/or Removal of Unsuitable Soils. Or Boulders

Prices quoted are based on completing all the items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer

This proposal is contingent upon suitable conditions (weather) and schedule is based on timing of approved proposal.

This proposal does not include NPDES Reporting, Silt Fence, Turbidity Screens. Dewatering Permit By Others

This proposal is based on the approved of Drawing. By the Loxahatchee Grove

A 50% Deposit will be required to start this project

Matador shall submit payment applications two times a month. The first payment request shall be submitted by the 10th of each month and paid by the 25th of the same month. The second payment request shall be submitted by the 25th of each month and be paid by the 10th of the following month.

This proposal does include MOT, A Full Road Closure of E Road.

This proposal does not include any road work on E Road.

This proposal does not include any Tree Clearing on the east side of E Road.

Import fill to be paid for By Truck Load at 18 Cys per Load

Relocating Irrigation Pump Done By Others, Relocating Existing Landscaping Done By Others

The above price includes only one mobilization.

Matador Construction & Land Development, Inc.

By _____ Date _____

Harvey Perez President

Mr. Larry Peters

By _____ Date _____

Loxahatchee Groves



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves

FROM: Larry A. Peters, P.E. Director of Public Works

VIA: James Titcomb, Town Manager

SUBJECT: Approval of Resolution No. 2021-03 utilizing the City of Boynton Beach Annual Supply of Brass Fittings and Accessories; Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services; 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 2.133 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.

On November 15, 2020, the City of Boynton Beach entered into an initial term of one (1) year with the option to renew for three (3) additional one (1) year terms for the Annual Supply of Brass Fittings and Accessories with Core & Main, LP. The bid documents with the City of Boynton Beach also includes a discount on any product offered for sale by Core & Main, LP that was not specifically listed. It is under this discount that staff seeks to purchase culvert pipe.

Staff recommends the Town enter into this agreement as needed with using the Town's standard cooperative purchasing 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 City of Boynton Beach's agreements. Purchase orders, individually or in the aggregate, are not to exceed procurement policy amounts or budgeted without separate budget amendment and/or Council approval as required by the Town's purchasing requirements.

Recommendation: Move that Town Council adopt **Resolution No. 2022-30** authorizing the Agreement with Core & Main, LP. for purchase of available items utilizing the City of Boynton Beach's Annual Supply of Brass Fittings and Accessories Contract Bid # 083-1412-21.

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RESOLUTION NO. 2022-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH CORE & MAIN, LP. FOR ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES; AUTHORIZING THE TOWN MANAGER 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 2-133 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 the purchase of brass fittings and accessories; 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, the Town Manager does not believe the Town could get better prices for the financing if the Town procured them itself; and

WHEREAS, the Town Manager recommends that the Town Council authorize entering into an agreement with Core & Main, LP utilizing the local government contract between Core & Main, LP and the City of Boynton Beach (ITB #083-1412-21/MFD) for purchase of brass fittings and accessories, and authorize the Town Manager 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 the local government contract between Core & Main, LP and the City of Boynton Beach (ITB #083-1412-21/MFD) for annual supply of brass fittings and accessories to enter into an agreement with Core & Main, LP for the goods and services provided therein. The Town Manager is authorized to execute any and all documents to implement the use of the identified 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.

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>
ROBERT SHORR, MAYOR	☐	☐	☐

LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ____ DAY OF _____, 2021.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Office of the Town Attorney

Council Member Phillis Maniglia

Council Member Marianne Miles

AGREEMENT

This Agreement for Supply of Brass Fittings and Accessories contract ("Agreement") is made as of the _____ day of _____, 2022, 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, ("TOWN"), and **Core & Main LP.**, a limited partnership authorized to do business in the State of Florida, ("CONTRACTOR").

RECITALS

WHEREAS, the TOWN is in need of a contractor to supply brass fittings and other supplies ("SERVICES") for the TOWN; and

WHEREAS, City of Boynton Beach through its competitive selection process awarded the Contract ("CONTRACT") 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, Bid Tabulation, 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 Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement 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 Agreement 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 Agreement.

- 6.6 Successors and Assigns: This Agreement 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 Agreement; (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 **October 16, 2022**. 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 Agreement if the CONTRACTOR 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 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 this Agreement, 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 this Agreement, 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 AGREEMENT, 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.

- 7.1 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 Agreement. 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- 7.2 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.
- 7.3 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.

8. Insurance.

- 8.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to TOWN. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- 8.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in “monopolistic” states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.
- 8.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN's officers, employees, and consultants as additional insureds.
- 8.4 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- 8.5 Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- 8.6 TOWN shall be named as an additional insured on CONTRACTOR's insurance coverage.
- 8.7 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.
- 8.8 Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

9. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:

- 9.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- 9.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- 9.3 Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Subscriber upon Request;
- 9.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- 9.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- 9.6 Be aware that if TOWN terminates this Agreement under Section 448.095(2)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

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: _____

Robert Shorr, Mayor

ATTEST

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR: CORE & MAIN, LP, a Florida limited partnership
By: Core & Main Intermediate GP, LLC, a
Delaware limited liability company, as its General
Partner

By: _____
Mark R. Witkowski, Authorized Person

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ___
online notarization this _____ day of _____, 2021 by Mark R. Witkowski, as Authorized
Person of Core & Main Intermediate GP, LLC, as General Partner of Core & Main, LP, a limited
partnership 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: _____



CITY OF BOYNTON BEACH

INVITATION TO BID (ITB)

FOR

ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES

ITB No. 083-1412-21/MFD

**CITY OF BOYNTON BEACH
CITY HALL
100 E Ocean Ave
BOYNTON BEACH, FL 33435**

**ONLINE SUBMISSIONS ONLY
BID CLOSING DATE: JUNE 22, 2021
NO LATER THAN 2:30 P. M.**



INVITATION FOR BIDS FOR

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**INVITATION TO BID (ITB)
083-1412-21/MFD
FOR
INVITATION FOR BIDS
FOR
ANNUAL SUPPLY FO BRASS FITTINGS AND ACCESSORIES**

Electronic Invitation To Bids (ITB's) shall be received by the bidding system up until: **JUNE 22, 2021
No Later Than 2:30 PM (Local Time).**

All Bids will be publicly opened online at Boynton-beach.bidsandtenders.net. Bids received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that sufficient time to complete your online Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF ITB:

The City of Boynton Beach is seeking bids to secure pricing for a period of one (1) year for the purchase of brass supplies to stock in the City's Warehouse to provide availability for various City Departments as needed to complete tasks, make repairs, and provide services to the City of Boynton Beach.

TERM OF CONTRACT

The initial term of the contract shall be for one (1) year effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) additional one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Bidder or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the Bidder. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071(1), sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

Questions related to this ITB are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.



INVITATION TO BID (ITB)

No. 083-1412-21/MFD FOR "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"

SECTION 1 –SCOPE OF SERVICES AND GENERAL REQUIREMENTS

1.1 BID TERM:

The initial term of the contract shall be for one (1) year effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City.

1.2 BASIS OF AWARD:

While it is the intent of the City to award the bid to one vendor who is the lowest responsive and responsible Bidder as determined by the city, the City reserves the right to make multiple awards. The City reserves the right to reject all bids, waive non-material errors in the bids, to abandon the project and to solicit and re-advertise for other bids.

Once opened, the bids will be tabulated and evaluated by the City before recommendation and/or notice of intent to award. The City, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest Bidder, or any Bidder. The City reserves the right to make the award to a responsible Bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

1.3 SCOPE OF WORK TO BE PERFORMED:

1.3.1 PURPOSE:

The purpose and intent of this invitation to bid is to establish vendors to secure pricing for a period of one (1) year for the purchase of brass supplies to stock in the City's Warehouse to provide availability for various City Departments as needed to complete tasks, make repairs, and provide services to the City of Boynton Beach.

1.3.3 PERFORMANCE WARRANTY:

The vendor shall guarantee all work, equipment and materials included in the service against any defects in workmanship; and shall satisfactorily correct, at no cost to City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance, inspection and approval by City Representative only. If the vendor is notified in writing of a deficiency in the work provided, within one year from completion of the work, the vendor shall, at City's option, re- perform the work in question at no additional cost to City, or refund the original charges for the work in question to City, including the difference in cost if any, to re-perform the work if completed by another vendor.

1.4 GENERAL REQUIREMENTS:

A. REFERENCES:

Complete the Reference Document and include at least three (3) references from customers that you have contracted with to provide brass supplies.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

B. COMMUNICATIONS:

The contractor or his/her representative will meet with the City's contract administrator every other Monday, to discuss schedules, problems, needs, and mutual areas of concern.

C. QUALIFICATIONS:

The bidder(s) must have adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The COBB reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The COBB reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

D. SECURITY AND ACCESS:

All contract/sub-contract employees will display City issued photo identification badges while working on City premises. No contract/sub-contract employee will be allowed access to any City facilities area without displaying the required City issued photo identification badge, wearing uniform shirts clearly identifying the company's name, and wearing closed toe, rubber soled shoes at all times. Also, while shorts are acceptable, they cannot be more the 3" above the knee caps.

The contractor/sub-contractor will work in several areas which are:

1. Under secured access

- a) Shall be maintained in a secured condition and will be locked immediately upon the contractor completing their work.
2. Generally opened to the public for meetings, rentals, and other uses.

E. SUB-CONTRACTING:

If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the COBB. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The Contract Administrator reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

F. PAYMENT / PAYMENT TERMS:

Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice sent to the Contractor Administrator.

Invoices to the COBB MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Service(s)
4. Itemized pricing to include copy of vendor's invoice for any equipment and parts used (including mark-up as specified in Attachment "C").
5. City of Boynton Beach Purchase Order Number

Failure to timely submit invoices(s) within 30 days to the Contract Administrator as set forth above may significantly delay processing and payment of the invoice.

The above terms and conditions are agreed to by submitting an offer on this bid.

G. INCORRECT PRICING/INVOICES:

Any pricing on invoices that are incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Contract Administrator and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the Contract Administrator's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

H. CHANGE ORDERS:

Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the Contract Administrator's attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the Contract Administrator's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

I. COMPLETION OF SERVICES/LIQUIDATED DAMAGES:

The completion date for repairs or projects shall not exceed quoted or set project schedule, unless written request for extension and the approved authorization has been granted. Should the bidder to whom the repair work is awarded, fail to complete the work within the number of days stated in the quote, the COBB reserves the right to:

1. Collect liquidated damages in the amount of \$250 per day work is not completed **OR**
2. Cancel the contract with the bidder and to secure the services through another source of supply to complete the work.

If the COBB exercises one of these options, the COBB may at its option request payment from the bidder through invoice or credit memo, for any additional costs over and beyond the original quoted prices, which were incurred by the COBB as result of having to secure the services elsewhere or for liquidated damages. If the bidder fails to honor this invoice or credit memo, the COBB may remove that bidder from the contract.

J. DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER:

The successful Bidder shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within 24 hours after such rejected defects, deficiencies, and/or non-conformances are reported in writing (email, memo, inspection reports, etc.) to the Bidder by the Contract Administrator or designee. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified; the COBB may, at its discretion, notify the Bidder, in writing, that the Bidder is contractually default and obtain the services of another vendor to correct the deficiencies, and charge the Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing.



INVITATION TO BID (ITB)

No. 083-1412-21/MFD FOR "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"

SECTION 2 – INSTRUCTIONS TO BIDDERS

- 2.1 Electronic Invitation to Bid (ITB's) shall be received by the City's e-Procurement bidding system no later than: **JUNE 22, 2021 No Later Than 2:30 PM (Local Time).**
- 2.2 Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Bidder to have their ITB submittal submitted online.
- 2.3 Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.
- 2.4 It is the responsibility of the Bidder to have received all Addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid and up until the ITB closing time and date in the event additional addenda are issued.
- 2.5 To obtain documents online please visit Boynton-beach.bidsandtenders.net. You may preview the ITB documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.
- 2.6 ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions are not permitted.
- 2.7 Bidders are cautioned that the timing of their bid submission is based on when the bid is RECEIVED by the bidding system, not when a bid is submitted, as the submittal transmission can be delayed due to file transfer size, transmission speed, etc.
- 2.8 For the above reasons, it is recommended that sufficient time to complete your bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.
- 2.9 Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.
- 2.10 Late Submittal Responses are not permitted by the Bidding System.

- 2.11** To ensure receipt of the latest information and updates via email regarding this Invitation to Bid, or if a Bidder has obtained this Solicitation from a third party, the responsibility is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.
- 2.12** All expenses for making ITB responses to the City are to be borne by the Bidder.
- 2.13** A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Invitation to Bid for review. The City reserves the right to modify the contract language prior to execution.
- 2.14** Each Bidder, by submission of a bid response, acknowledges that in the event of any legal action challenging the award of an ITB; damages, if any, shall be limited to the actual cost of the preparation of the ITB.

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INVITATION TO BID (ITB)

No. 083-1412-21/MFD FOR "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"

SECTION 3 – BIDDER SUBMISSION REQUIREMENTS

3.1 SUBMISSION OF ITB'S

- A. The Contractor shall provide all services and necessary items of expense, including but not limited to labor, material, trucking, transportation, equipment, power, supervision, and all other services and items of expense required for the complete performance of all Work.
- B. Pay legally required sales, consumer, and use taxes.
- C. Pay all charges by all suppliers and subcontractors to the Contractor for such work as supporting, replacing, moving or providing protection for their facilities as necessitated by the Contractor's operation.
- D. Pay all costs of restoration of pavements, landscaping, and structures damaged by the Contractor's operation, including all staging areas solely to the satisfaction of the City
- E. Give all required notices.
- F. Comply with laws, codes, ordinances, rules, regulations, orders, and other legal requirements of public or quasi-public authorities that bear on the performance of the work.
- G. The Contractor shall be responsible for safely barricading open excavations which may present hazards.
- H. The Contractor shall be responsible for securing all tools, equipment and material at the job site.
- I. Ensure that all personnel are properly dressed with OSHA approved clothing and safety gear, including but not limited to hard hats, work shoes, shirts and long pants, as appropriate for the performance of the Work.

8. Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, notarized, uploaded and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included.

- A) Bidder Qualification Statement – ***Upload Online***
- B) Addenda Acknowledgement – ***Online Acknowledgement***
- C) Anti-Kickback Affidavit – ***Upload Online***
- D) Non-collusion Affidavit of Bidder – ***Upload Online***
- E) Confirmation of Minority Owned Business - ***Online Form***
- F) Certification Pursuant to Florida Statute § 287.135 - ***Upload Online***
- G) Confirmation of Drug Free Workplace - ***Online Acknowledgement***
- H) Palm Beach Inspector General - ***Online Acknowledgement***
- I) Local Business Certification - ***Online Form***

- J) Statement of Non-Submittal (if applicable) - **Online Form**
- K) Schedule of Sub-Consultants – **Online Form**
- L) Submit current Florida Professional License, including evidence of possession of required licenses or business permits – **Attach and Upload**
- M) Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form – **Attach and Upload**
- N) Submit any Supplemental information relative to this ITB – **Attach and Upload**

BID SHEET IS A SEPARATE DOCUMENT WHERE YOU WILL INPUT PRICES WITHIN THE SYSTEM



INVITATION TO BID (ITB)

No. 083-1412-21/MFD FOR "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"

SECTION 4 – GENERAL CONDITIONS

1. **FAMILIARITY WITH LAWS:** The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.
2. **ITB FORMS:** The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, Bidder title, number, Bidder date and time on the outside of the sealed envelope. Bidders not submitted on appropriate proposal forms may be rejected. All Bidders are subject to the conditions specified herein. Bidders which do not comply with these conditions are subject to rejection.
3. **EXECUTION OF ITB:** ITB must contain a manual signature of an authorized representative in the space provided on all affidavits and bid sheets.
4. **DEMONSTRATIONS:** Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.
5. **ESCALATOR CLAUSE:** Any bid which is submitted subject to an escalator clause will be rejected, unless addressed in the Special Conditions Section of the bid documents.
6. **EXCEPTIONS:** Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

7. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this submittal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City
8. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.
9. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.
10. **NO SUBMITTAL:** A no submittal response can be submitted online through the e-Procurement bidding system.
11. **ITB DEADLINE:** It is the Bidder's responsibility to assure that the ITB is submitted electronic by or at the proper time and date prior to the ITB deadline. Late submittal responses are not permitted by the Bidding System.
12. **RIGHTS OF THE CITY:** The City expressly reserves the right to:
 - A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
 - B. Reject or cancel any or all ITB's;
 - C. Reissue an Invitation to ITB;
 - D. Extend the ITB deadline time and date;
 - E. Consider and accept an alternate bid as provided herein when most advantageous to the City.
 - F. Increase or decrease the quantity specified in the Invitation to Bid;
13. **STANDARDS:** Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Bidder has:
 - A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
 - B. A satisfactory record of performance;
 - C. A satisfactory record of integrity;
 - D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
 - E. Supplied all necessary information in connection with the inquiry concerning responsibility.
14. **INTERPRETATIONS:** Any questions concerning conditions and specifications should be directed to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific ITB no later than ten (10) days prior to the ITB deadline. Inquiries must reference the date by which the ITB is to be received.

15. OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.
16. AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.
17. AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.
18. DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.
19. WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.
20. PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the using department and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City.

Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

A. **TAXES:** Do not include State or Federal taxes. Not applicable to municipalities.

B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

C. **DISCOUNTS:** Will be considered in determining the lowest net cost.

D. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

E. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

21. **TIME OF DELIVERY:** The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids

22. **LICENSE AND PERMITS:** It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

23. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

24. **CONFLICT OF INTEREST:** The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

25. **SUBCONTRACTING:** If a Bidder subcontracts any portion of a Contract for any reason, the Bidder must state the name and address of the subconsultant and the name of the person to be contacted on the attached "Schedule of Subconsultants". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subconsultant is named and to make the award to the bid, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any Bidder if the bid names a subconsultant who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

26. **ADDENDA:** From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to the Bidder through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is each Bidder's responsibility of each bid to have receive all addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid and up until the ITB closing time and date in the event additional addenda are issued. If a Bidder submits their bid prior to the ITB closing time and date and any addenda have been issued, the Bidding System shall withdraw the Bidder's submission and the submittal status will change to an incomplete status and withdraw the bid submittal. The Bidder can view this status change in the "MY BIDS" section of the Bidding System.

The Bidder is solely responsible to:

- make any required adjustments to their Bid; and
- acknowledge the addenda; and
- Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date

27. **ANTITRUST CAUSE OF ACTION:** In submitting a bid to the City of Boynton Beach, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the Purchasing Division tenders final payment to the Bidder.

28. **LEGAL REQUIREMENTS:** Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

29. **ON PUBLIC ENTITY CRIMES** –provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

30. **SCRUTINIZED COMPANIES - 287.135 and 215.473**

By submission of this Bid, Bidder certifies that Bidder is not participating in a boycott of Israel. Bidder further certifies that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Solicitation responses of \$1 million or more must include the attached Scrutinized Companies form to certify that the Bidder is not on either of those lists.

31. **NON-COLLUSION AFFIDAVIT:** Each Bidder shall complete the Non-Collusion Affidavit Form and shall submit the form with their bid. The City considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the bid.
32. **ANTI-KICKBACK AFFIDAVIT:** Each Bidder shall complete the Anti-Kickback Affidavit Form and shall submit this form with their bid. The City considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the bid.
33. **CONFIRMATION OF MINORITY-OWNED BUSINESS:** It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each bidder shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal.
34. **ADVERTISING:** In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **"NONCONFORMANCE WITH CONTRACT CONDITIONS"**.
35. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.
36. **LIABILITY:** The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.
37. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

- A. Keep and maintain public records required by the CITY to perform the service;

- B. Upon request from the CITY's custodian of public records, provide the CITY 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;
- C. 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 once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records
- E. **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:**

**CRYSTAL GIBSON (CITY CLERK)
100 E OCEAN AVE
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US**

38. FUNDING OUT:

The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

39. PALM BEACH COUNTY INSPECTOR GENERAL:

The 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 any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

40. LOCAL BUSINESS PREFERENCE:

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, a bidder must include the Local Business Status Certification Form at the time of bid submittal.

Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

41. BRAND NAMES:

Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the COBB's intent to rule out other competition, therefore, the phrase

OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The COBB shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

42. PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

43. CONDITIONS AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

44. DELIVERY:

Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

45. QUALITY:

The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the COBB with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the COBB.

46. SAMPLES, DEMONSTRATIONS AND TESTING:

Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Contract Administrator.

When required, the COBB may request full demonstrations of any units bid prior to the award of any contract.

Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the COBB.

47. INSPECTION AND ACCEPTANCE OF GOODS:

The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The COBB will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the COBB is found to be defective or does not conform to specifications, the COBB reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

48. PRODUCT RECALL:

In the event the awarded bidder receives notice that a product delivered to the COBB has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the COBB's Bid Purchasing

Agent within two business days of receiving such notice. The COBB's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the COBB's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the COBB shall include the name and description of the affected product; the approximate date the affected product was delivered to the COBB; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the COBB, if necessary to protect the health, welfare, and safety of COBB students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the COBB. Unless it was absolutely necessary for the COBB to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the COBB, without causing significant inconvenience to the COBB.

At the option of the COBB, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the COBB will be considered a default.

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INVITATION TO BID (ITB)

No. 083-1412-21/MFD

FOR

"ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"

SECTION 5 – SPECIAL CONDITIONS

1. It will be the responsibility of the successful Bidder to supply necessary labor for completion of services if requested by the City of Boynton Beach.
2. The City by written notice may terminate in whole or in part any Contract resulting from this ITB when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.
3. It shall be the responsibility of the successful Bidder to maintain workers' compensation insurance, professional liability, property damage liability insurance and vehicular liability insurance; during the time any of his personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the vendor until such time as the items and/or work has been accepted by the City. The successful Bidder shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.
4. The City of Boynton Beach reserves the right, before awarding a Contract to require a Bidder to submit such evidence of qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City in making the award in the best interest of the City.
5. The successful Bidder shall at all times guard from damage or loss of property of the City or of other vendors and shall replace and/or repair any loss or damage unless such has been proven to have been caused by the City, or other vendors. The City may withhold payment or make such deductions as it may deem necessary to insure reimbursement for loss or damage to property through negligence of the successful Bidder or his agent.



BIDDER'S QUALIFICATION STATEMENT
TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By: Name: _____ Address: _____ CITY, State, Zip: _____ Telephone No.: _____ Fax No.: _____ Email Address.: _____	<u>Check One</u> <table border="0" style="width: 100%;"><tr><td style="width: 80%;">Corporation</td><td style="width: 20%; text-align: center;">☐</td></tr><tr><td>Partnership</td><td style="text-align: center;">☐</td></tr><tr><td>Individual</td><td style="text-align: center;">☐</td></tr><tr><td>Other</td><td style="text-align: center;">☐</td></tr></table>	Corporation	☐	Partnership	☐	Individual	☐	Other	☐
Corporation	☐								
Partnership	☐								
Individual	☐								
Other	☐								

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is:

The address of the principal place of business is:

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

8. Did you attend the Pre-Bid Conference if any such conference was held?

YES ☐ NO ☐

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

11. State the name of the individual who will have personal supervision of the work:

12. State the name and address of attorney, if any, for the business of the Bidder:

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Bidder:

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

16. Annual Average Revenue of the Bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number	
1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

17. Bank References:

Bank	Address	Telephone

18. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

20. Is the financial statement submitted with your bid (if applicable) for the identical organization named on page one?

YES ☐ NO ☐

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

22. What will be your turnaround time for written responses to City inquiries?

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

24. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

25. List and describe all criminal proceedings or hearings concerning business related offenses to which the Bidder, its principals or officers or predecessors' organization(s) were defendants.

26. Has the Bidder, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the owner to reject the bid, and if after the award, to cancel and terminate the award and/or contract.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 2020

Notary Public (Signature)

My Commission Expires: _____



NON COLLUSION AFFIDAVIT OF BIDDER
TO BE COMPLETED AND UPLOADED ONLINE

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) He is _____ of _____, the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached ITB;
- 2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
- 3) Said ITB is genuine and is not a collusive or sham ITB;
- 4) Further, the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, integrator or person to fix the price or prices in the attached ITB or of any other Bidder, or to fix any overhead, profit or cost element of the ITB price or the ITB price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**



**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135
TO BE COMPLETED AND UPLOADED ONLINE**

I, _____, on behalf of _____ certify

Print Name and Title

Company Name

that _____ does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum
Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services if at the time of bidding on, submitting a bid for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

“DRAFT”

SUBJECT TO REVISIONS PRIOR TO SIGNING.

PROFESSIONAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND VENDOR

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as “the City”, and TBD, hereinafter referred to as “Vendor”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION.** The Vendor is retained by the City to provide _____
INSERT DESCRIPTION _____.
2. **SCOPE OF SERVICES.** Vendor agrees to perform the services, identified on Exhibit “A” Scope of Services attached hereto and incorporated herein by reference, including the provision of all labor, materials, equipment and supplies. No modifications will be made to the original scope of work without the written approval of the City Manager or his designee.
3. **TIME FOR PERFORMANCE.** Work under this Agreement shall commence upon the giving of written notice by the City to the Vendor to proceed. Vendor shall perform all services and provide all work product required pursuant to this Agreement effective TBD.
4. **TERM.** The initial term of the contract shall be for One (1) year effective upon date the contract is fully executed by all parties. The City of Boynton Beach Purchasing Manager in consultation with the Finance Director may extend the agreement at the same terms, and conditions, for three (3) one-year renewals (exercised separately) subject to vendor acceptance, satisfactory performance as determined by the Purchasing Manager, and determination by the Purchasing Manager that renewal will be in the best interest of the City. An increase in cost of less than 2% for each extension may be approved by the City administration and does not require Commission approval.
5. **PAYMENT.** The Vendor shall be paid by the Provider/City for completed work and for services rendered under this Agreement in accordance with Exhibit “B” Schedule of Prices attached hereto and incorporated herein by reference, as follows:
 - a. The total contract price in the amount of _____ PRICE/UNIT _____ for an annual estimated amount of _____ for a period of _____ years (#), with an option to renew for _____ (#) one-year terms for a total _____ estimated amount over the total potential term of the agreement, shall be the total amount of payment to Vendor for services provided under this Agreement for the entire term of the Agreement.
 - b. Payment for the work provided by Vendor shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to Vendor shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee.
 - c. The Vendor may submit invoices to the City once per month during the progress of the work for partial payment. Such invoices will be checked by the City, and upon approval thereof, payment will be made to the Vendor in the amount approved.
 - d. Final payment of any balance due the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - e. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - f. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the Vendor in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Vendor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Vendor's endeavors.
7. **COMPLIANCE WITH LAWS.** Vendor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida and City of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.
8. **INDEMNIFICATION.** Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.
9. **INSURANCE.** The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000 per occurrence to \$2,000,000 aggregate with defense costs in addition to limits.

Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. **INDEPENDENT CONTRACTOR.** The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.
11. **COVENANT AGAINST CONTINGENT FEES.** The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED.** The Vendor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age,

sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. **ASSIGNMENT.** The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. **NON-WAIVER.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **TERMINATION.**

- a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to the Vendor.
- b. In the event of the death of a member, partner or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City, if the City so chooses.

16. **DISPUTES.** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. **NOTICES.** Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:

18. **INTEGRATED AGREEMENT.** This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Firm.

19. **PUBLIC RECORDS.** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY 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;
- C. 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 once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. 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:

**CRYSTAL GIBSON, CITY CLERK
100 E OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US**

20. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false

certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. EXECUTION OF THE AGREEMENT. This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.

DATED this _____ day of _____, 20_____.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

Signature of Authorized Official

Printed Name of Authorized Official

Attest/Authenticated:

Title

Crystal Gibson, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

James A. Cherof, City Attorney

Secretary



City of Boynton Beach

EXHIBIT A

SCOPE OF SERVICES

The purpose of this bid is to secure pricing for a period of one (1) year for the purchase of brass supplies to stock in the City's Warehouse to provide availability for various City Departments as needed to complete tasks, make repairs, and provide services to the City of Boynton Beach.

EXHIBIT B

SCHEDULE OF PRICES

Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of consultants, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

<u>TYPE</u> (Occurrence Based Only)		<u>MINIMUM LIMITS REQUIRED</u>
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Consultant's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Liquor Liability	Each Occurrence	\$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	\$ 50,000.00
Employees & Officers	Med. Expense (any one person)	\$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Consultants		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	\$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	\$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	\$ 1,000,000.00
Any Auto	Other Than Auto Only	\$ 100,000.00
Garage Keepers Liability	Each Accident	\$ 1,000,000.00
	Aggregate	\$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	\$ 100,000.00
	Disease, Policy Limit	\$ 500,000.00
	Disease Each Employee	\$ 100,000.00
Property		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined



ALAMO GROUP (TX) INC.

Alamo Industrial Quote Form

Contract	Xf5 - FSA Contract # FSA20-EQU18.0 - Net 45 Days		TSM	0
Quoted	3/23	Tractor Delivery	End User PO #	
Default Discount	0		Additional Discount	

Bill To:	E
Name	TOWN OF LOXAHATCHEE GROVES
Address	245 WEST D ROAD
Address	LOXAHATCHEE GROVES FL 33470
Address	
Contact	MIKE CAPOCEFALLO
Phone	561-277-2151
Email	MCAPOCEFALO@LOXAHATCHEEGROVES
Invoice	Delayed

Servicing Dealer:

Name	
Address	
Address	
Contact	
Email	

Ship To:	804050		
Name	FLORIDA COAST EQUIPMENT, INC		
Address	357 PIKE ROAD		
Address			
Address	WEST PALM BEACH, FL 33411-3800		
Contact			
Phone			
Email			
State	FL	Dock	

Dealer Emails:

Confirm.	
Shipment	
Invoices	
Invoices	
Warranty	

Part	Description	Net
KUBOTA M6S-111SHDC BASE UNIT	INCLUDES 60"ROTARY WITH SWIVEL	\$131,847.00
DOWNGRADE TO 18FT		-\$1,289.00
UPGRADE TO JOYSTICK CONTROL		\$7,486.00
33002989326 QUICK HITCH KIT		\$4,167.00
34802986229 69" BUZZBAR HEAD		\$15,048.00
33002989327 QUICK HITCH KIT FOR BUZZBAR HEAD		\$553.00

Note		Non-Std Comm		Total	\$157,812.00
------	--	--------------	--	-------	--------------

Dealer Signature _____

Date _____

- 1) The acceptance of this form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seguin, TX
- 2) No purchase order will be accepted for a machine with less than full standard or optional safety equipment.
- 3) Approximate shipping and/or delivery dates can be confirmed only by Alamo Industrial in Seguin Texas and delivery is sometimes subject to change due to conditions beyond the control of Alamo Industrial
- 4) This sales order and quote form is subject to the Terms and Condition contained on page 3 of the form. If you did not receive page 2 containing the Terms and Conditions, please contact seller so that we may send them to you.
- 5) This sales order and quote form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this sales order & quote form by the buyer, including the buyers purchase order.

The City of Boynton Beach



**PROCUREMENT SERVICES
3301 QUANTUM BLVD
SUITE 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316**

July 26, 2021

Core & Main LP

Benjamin.strasser@coreandmain.com

Susan.reed@coreandmain.com

RE: **"ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"**
BID #: 083-1412-21

Contract Period: October 17, 2021 thru October 16, 2022

Dear: Susan Reed and Benjamin Strasser,

At the Commission meeting on July 20, 2021, the BID for **"ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"** was awarded and your company was one of three selected.

A Blanket Purchase Order will be issued to your company on an "As Needed Basis".

We would like to thank you for responding to this Bid. If you have any questions regarding this Bid, please contact Michael Dauta, Manager of Materials and Distribution, at dautam@bbfl.us

Sincerely,

Mara Frederiksen
Director of Financial Services

Enclosure: Tabulation Sheet

083-1412-21-MFD - Annual Supply of Brass Fittings and Accessories

Opening Date: June 4, 2021 2:00 PM

Closing Date: June 22, 2021 2:30 PM

Vendor Details

Company Name: Core & Main LP
Address: 1101 W. 17th Street
Riviera Beach, FL 33404
Contact: Susan Reed
Email: susan.reed@coreandmain.com
Phone: 561-848-4396
Fax: 407-383-7008
HST#: 03-0550887

Submission Details

Created On: Monday June 07, 2021 08:31:52
Submitted On: Tuesday June 22, 2021 09:21:50
Submitted By: Susan Reed
Email: susan.reed@coreandmain.com
Transaction #: ec62b4e6-562d-4a18-a79d-14b8e145a5a1
Submitter's IP Address: 185.225.223.77

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Attachment B - Item 1

Item 1 is to determine the percentage discount offered on all materials from the manufacturers listed below that is offered by your company. If you do not offer any of the brands, please place a "0%" in the box.

Manufacturer	Discount Percentage Off *
Ford	Catalog groups: A,E,F,G,H,I,J will be 61.5% Catalog group: AA- S70/S90 52% only on this saddle style Catalog group: AA - 202B/202BS 52% on this saddle type only Catalog group: C - Complete yoke boxes 51% only on this saddle type
Mueller	0%
AY McDonald	0%
Merit Brass	Nipples: 95% Fittings: 82%
Lee Brass	0%

Attachment B - Item 2

Items 2 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied. Equivalents are accepted for part numbers listed.

Line Item	Description	Part Number	Current Price *	Discount % from Item 1 *	Final Item Price *
1	3/4" x 4" Brass Nipple		\$92.4000	95%	\$4.6200
2	1" Ball Valve Comp x Yoke	B94-344W	\$154.1200	61.5%	\$59.3300
3	1" CC Ball Corp	FB-1000-4	\$125.8600	61.5%	\$48.4600
4	1" x 3/4" Brass Bushing		\$50.7700	82%	\$9.1400
5	3/4" Tail Pieces	C91-23	\$16.3200	61.5%	\$6.2800

Attachment B - Item 3

Additional discount for all brands, manufacturers offered by your company. This discount will be used to purchase any product offered by your company that is not Ford, Mueller, AY McDonald, Merit or Lee. (Zero percent is not acceptable)

Instructions	Discount Percentage Off
Additional discount for all brands, manufacturers offered by your company. This discount will be used to purchase any product offered by your company that is not Ford, Mueller, AY McDonald, Merit or Lee. (Zero percent is not acceptable)	Due to the extensive scope of our supply and the varying range of discounts for our product offerings, in lieu of a discount off of list, Core & Main would like to offer a 15% markup off of our replacement cost. This price encompasses any non-brass products offered by Ford, Mueller, AY McDonald, Merit or Lee, as well as (but not limited to) any pipe, valves, fittings, fire hydrants and meters offered by our company. Please note that all packing, handling, shipping and delivery charges to the City of Boynton Beach are included.

Specifications

☐ We will not be submitting for Specifications

Number	New Column
1	All Bid prices are F.O.B. Boynton Beach, Warehouse, 222 N.E. 9TH Avenue, Boynton Beach, Florida.
2	Bidder should state the model numbers of all items and accessories specified in this proposal.
3	Bidder must be able to guarantee all deliveries, through out the duration of the Bid. All orders must be delivered within 15 days from date of the purchase order. Back orders exceeding the 15 day period are subject to cancellation.
4	Any quantities indicated in the proposal represent approximate needs for the one (1) year period. There is no guarantee made or implied that the City will fulfill such purchases.
5	Award is anticipated to be on a primary, secondary, third and possibly fourth basis.
6	Bidder agrees that all brass proposed in this bid are lead-free and domestic.
7	The percent discount applies to the Commodity Bid – Brass Fittings and Accessories. In this instance, Brass Fittings and Accessories encompass any and all similar and like items as individually listed.
8	The City reserves the right to purchase on the open market should lower market prices prevail at which time the successful bidder shall have the option of meeting the lower price or relieving the City of any obligation previously understood
9	Bidder agrees that all items proposed in this bid are domestically made.
10	All brass fittings and accessories listed in the proposal form must be of domestic manufacturer and meet all criteria set forth by the A.W.W.A., A.S.T.M. and the trade industry.

References

Line Item	Company *	Name *	Email *
1	Loxahatchee Water District	Erin Kelly	Erin.Kelly@lcccd.org
2	City of West Palm Beach	Darlene Snowball	dsnoball@wpb.org
3	Seacoast Utility Authority	Rick Little	rlittle@sua.com

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Bidder Qualification Statement](#) - City of Boynton Beach Bidder Qualification Statement_CoreMain.pdf - Tuesday June 22, 2021 09:15:24
- [Anti-Kickback Affidavit](#) - City of Boynton Beach Anti-Kickback Affidavit_CoreMain.pdf - Friday June 18, 2021 10:34:03
- [Non-collusion Affidavit of Bidder](#) - City of Boynton Beach NON COLLUSION AFFIDAVIT OF BIDDER_CoreMain.pdf - Friday June 18, 2021 10:34:32
- [Certification Pursuant to Florida Statute § 287.135](#) - City of Boynton Beach CERTIFICATION PURSUANT TO FLORIDA_CoreMain.pdf - Friday June 18, 2021 10:35:28
- [Confirmation of Drug-Free Workplace](#) - City of Boynton Beach CONFIRMATION OF DRUG FREE WORKPLACE_CoreMain.pdf - Friday June 18, 2021 10:35:54
- [Confirmation of Minority Owned Business](#) - City of Boynton Beach CONFIRMATION OF MINORITY OWNED BUSINESS_CoreMain.pdf - Friday June 18, 2021 10:36:27
- [E-Verify](#) - City of Boynton Beach E-Verify_CoreMain.pdf - Friday June 18, 2021 10:36:45
- [Bidder Acknowledgement](#) - City of Boynton Beach BIDDER ACKNOWLEDGEMENT_CoreMain.pdf - Friday June 18, 2021 10:37:09

Addenda & Declarations

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant 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 Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

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

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

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

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

☒ We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Susan Reed, Municipal Sales Coordinator, Core & Main LP

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

☒ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum # 1 Thu June 10 2021 09:45 AM	☒	1

BIDDER ACKNOWLEDGEMENT

Submit Bids To: **PROCUREMENT SERVICES**
100 E Ocean Ave
Boynton Beach, Florida 33435
Telephone: (561) 742-6310

Bid Title: **ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES**

Bid Number: **083-1412-21/MFD**

Bid Due: **JUNE 22, 2021; NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for **June 22, 2021; no later than 2:30 P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: Core & Main LP

Federal I.D. Number: 03-0550887

A Corporation of the State of: Florida, Limited Partnership

Area Code: 561 Telephone Number: 848-4396

Area Code: 561 FAX Number: 845-7267

Mailing Address: 1101 W. 17th Street

City/State/Zip: Riviera Beach, FL 33404

Vendor Mailing Date: 06/18/21

E-Mail Address: susan.reed@coreandmain.com

Susan Reed

Authorized Signature

Susan Reed

Name Typed



**BIDDER'S QUALIFICATION STATEMENT
TO BE COMPLETED AND UPLOADED ONLINE**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:		<u>Check One</u>	
Name: <u>Core & Main LP</u>		Corporation	☐
Address: <u>1101 W. 17th Street</u>		Partnership	☒
CITY, State, Zip: <u>Riviera Beach, FL 33404</u>		Individual	☐
Telephone No.: <u>561-848-4396</u>		Other	☐
Fax No.: <u>561-845-7267</u>			
Email Address.: <u>susan.reed@coreandmain.com</u>			

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is:
Core & Main LP

The address of the principal place of business is:
1830 Craig Park Court
St. Louis, MO 63146

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: November 22, 2004
- b. Name, address and ownership units of all partners:

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

Core & Main GP, LLC - General Partner

CD&R Plumb Buyer, LLC - General Partner

Core & Main Management Feeder, LLC - Limited Partner

- c. State whether general or limited partnership: limited
4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
N/A
6. How many years has your organization been in business under its present business name?
3.5
- Under what other former names has your organization operated?
HD Supply Waterworks, Ltd.
Hughes Water & Sewer, Ltd.
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.
Business License Number 00696.1
FL Contractor License No.: CUC1225503
FL Registration: A04000001840
8. Did you attend the Pre-Bid Conference if any such conference was held?
YES ☐ NO ☒ N/A
9. Have you ever failed to complete any work awarded to you? If so, state when, where and why:
To the best of our knowledge, no.
10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Multiple employees of our Riviera Beach branch have years of experience serving municipal customers.

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

11. State the name of the individual who will have personal supervision of the work:
Javier Rezakhani
12. State the name and address of attorney, if any, for the business of the Bidder:
Jackie Burkhardt, Director Legal, Core & Main LP
1830 Craig Park Court, St. Louis, MO 63146
13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:
Core & Main GP, LLC - General Partner
CD&R Plumb Buyer, LLC - General Partner
Core & Main Management Feeder, LLC - Limited Partner
14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Bidder:
None.
15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:
N/A

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

16. Annual Average Revenue of the Bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Available upon
award.

Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

17. Bank References:

Bank	Address	Telephone
BANK OF AMERICA		
WWW.CONFIRMATION.COM		
For assistance using confirmation.com, contact 866-325-7201		

18. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Our technological solutions (including online ordering) and
your branch contact (Javier Rezakhani) can assist with controlling
inventory, project management, purchasing, material identification,
and invoicing.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Core & Main LP serves municipal customers using best practices,
processes, and technological solutions. Your branch contact will work
with you to ship orders complete, accurate, and on time.

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
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20. Is the financial statement submitted with your bid (if applicable) for the identical organization named on page one?

YES ☐ NO ☐ N/A

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

N/A

22. What will be your turnaround time for written responses to City inquires?
Usually same or next day (depending on inquiry).

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None.

24. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

~~Core & Main LP ("Core & Main") is one of the country's largest distributors of waterworks products operating across the country in nearly every state. Core & Main enters into a significant number of contracts on a daily basis and is involved in litigation from time to time in the ordinary course of business. In the event issues arise, they are handled on a case by case basis. For further information, please see attachment.~~

25. List and describe all criminal proceedings or hearings concerning business related offenses to which the Bidder, its principals or officers or predecessors' organization(s) were defendants.

To the best of our knowledge, none.

26. Has the Bidder, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
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No. to the best of our knowledge.

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the owner to reject the bid, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Susan Reed

(Title) Municipal Sales Coordinator

Subscribed and sworn to before me

This 18th day of June, ~~2020~~ 2021



Benjamin Strasser
Notary Public (Signature)

My Commission Expires: May 1, 2024

THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

**THIS PAGE MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

City of Boynton Beach

Bidder: Core & Main LP

Attachment to Bidder's Qualification Statement

Question 24: List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

Core & Main Response: Core & Main LP ("Core & Main") is one of the country's largest distributors of waterworks products operating across the country in nearly every state. Core & Main enters into a significant number of contracts on a daily basis and is involved in litigation from time to time in the ordinary course of business. In the event issues arise, they are handled on a case by case basis. For additional information, Core & Main has been involved in the following litigation or arbitration matters in the state of Florida involving products Core & Main sells to its customers during the last five (5) years:

1. Latitude on the River: This matter stemmed from an alleged product defect in a fire sprinkler suppression system installed at the Latitude on the River Condominiums in Miami-Dade County. A settlement agreement was reached with the condominium association in February 2020 and all claims were dismissed, including cross claims filed by the general contractor and the developer. The fire sprinkler subcontractor had a cross claim remaining and that last piece was resolved in May 2021. Core & Main did not admit any fault as part of these settlements.
2. Phillip Elie v. Miami-Dade County, Core & Main, et al.: Plaintiff filed a Complaint against Miami-Dade County and Core & Main claiming injuries that allegedly occurred on December 7, 2017, when Plaintiff tripped over a utility cover whose flap was ajar. The Complaint alleges Core & Main was responsible for defective utility cover and/or improper installation. However, Core & Main did not produce the product nor did we install the product (or have any involvement in the installation). Core & Main is optimistic it will be dismissed from this matter in the near future.

engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Core & Main LP

COMPANY NAME

Susan Reed

PRINT NAME

Susan Reed

SIGNATURE

Municipal Sales Coordinator

TITLE

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Susan Reed

Vendor's Signature

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ?

<u> </u> Yes	<u>X</u> No
------------------------------------	----------------

If Yes, please indicate by an "X" in the appropriate box:

- () AMERICAN INDIAN
- () ASIAN
- () BLACK
- () HISPANIC
- () WOMEN
- () OTHER _____
(specify)
- () NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO _____

If YES, Name the Organization from which this certification was obtained and date:

Issuing Organization for Certification

Date of Certification



E-VERIFY FORM
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Annual Supply of Brass Supplies and Accessories

Project No.: 083-1412-21/MFD

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Core & Main LP
Authorized Signature:	<i>Susan Reed</i>
Print Name:	Susan Reed
Title	Municipal Sales Coordinator
Date:	June 18, 2021
Phone:	561-848-4396

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of June, 2021, by Susan Reed on behalf of Core & Main LP. He/she is personally known to me or has produced _____ as identification.



Benjamin Strasser

NOTARY PUBLIC

Benjamin Strasser

(Name of Notary Typed, Printed or Stamped)

Municipal Quotations Specialist

GG 953162 Title or Rank

Serial number, if any



NON COLLUSION AFFIDAVIT OF BIDDER
TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Brevard)

Susan Reed, being first duly sworn, deposes and says that:

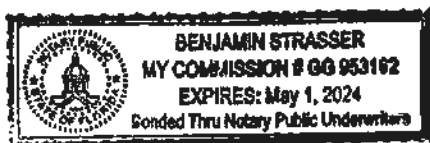
- 1) She is Municipal Sales Coordinator of Core & Main LP, the proposer that
 (Title) (Name of Corporation or Integrator)
 has submitted the attached ITB;
- 2) She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
- 3) Said ITB is genuine and is not a collusive or sham ITB;
- 4) Further, the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, integrator or person to fix the price or prices in the attached ITB or of any other Bidder, or to fix any overhead, profit or cost element of the ITB price or the ITB price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Susan Reed

(Title) Municipal Sales Coordinator

Subscribed and sworn to before me

This 18th day of June, 20 21



Benjamin Strasser

Notary Public (Signature)

My Commission Expires: May 1, 2024



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
07/31/2020

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 have **ADDITIONAL INSURED** provisions or 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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Core & Main LP 1830 Craig Park Court Saint Louis, MO 63146	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER B:</td><td>Willis Submission Carrier</td><td>GENRC</td></tr><tr><td>INSURER C:</td><td>XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Insurance Company of P	19445	INSURER B:	Willis Submission Carrier	GENRC	INSURER C:	XL Insurance America Inc	24554	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	National Union Fire Insurance Company of P	19445																				
INSURER B:	Willis Submission Carrier	GENRC																				
INSURER C:	XL Insurance America Inc	24554																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W17434734**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 ☒ SIR: \$500,000* GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		GL 1728964	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		SEE ATTACHED	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		US00093102LI20A	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	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 ☒ No N/A		SEE ATTACHED	08/01/2020	08/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Additional Lines of Coverage		SEE ATTACHED	08/01/2020	08/01/2021	

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

* General Liability: The \$1,000,000 per Occurrence and \$2,000,000 Aggregate limits displayed is a combination of \$500,000 Self-Insured Retention and \$500,000 Per Occurrence / \$1,500,000 Aggregate limits of liability provided by the carrier noted above.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	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

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ADDITIONAL COVERAGE SCHEDULE

AUTOMOBILE LIABILITY		
Policy Effective & Expiration Dates: See Page 1		
Limits: See Page 1		
POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
CA 4594395	All Other States	National Union Fire Insurance Company of Pittsburgh
CA 4594397	MA	National Union Fire Insurance Company of Pittsburgh
CA 4594396	VA	National Union Fire Insurance Company of Pittsburgh

WORKERS COMPENSATION & EMPLOYERS LIABILITY		
Policy Effective & Expiration Dates: See Page 1 Limits: See Page 1		
POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
WC 045886742	All Other States	New Hampshire Insurance Company
WC 045886743	CA	American Home Assurance Company
WC 045886745	MA, WI	New Hampshire Insurance Company
WC 045886744	FL	Illinois National Insurance Company

EXCESS LIABILITY			
Policy Effective & Expiration Dates: 08/01/2020-08/01/2021			
POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
MKLM6MM50000019	Excess General Liability	\$10,000,000 xs \$1,000,000 Primary	Markel Insurance Company
NY20RXSZ02HYLIV	Excess Automobile Liability	\$3,000,000 xs \$2,000,000 Primary	Navigators Insurance Company
42-XSF-308468-02	Excess Automobile Liability	\$5,000,000 xs \$5,000,000	Berkshire Hathaway Specialty Insurance Company

*Umbrella Liability shown on Page 1 applies after above shown limits are exhausted for their respective lines of coverage