

TOWN OF LOXAHATCHEE GROVES

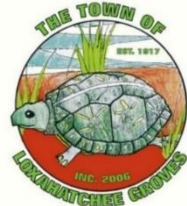
TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

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

AGENDA

NOVEMBER 16, 2021 - 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 received will be "received and filed" to be acknowledged as part of the official public record for the meeting. The Town Council meeting will be live-streamed and close-captioned for the general public via our website, instructions are posted [there](#).

CONSENT AGENDA

1. Approval of **Resolution No. 2021-57** approving Agreement with Anytime Labor Southeast Florida, LLC d/b/a LaborMax Staffing for temporary labor services.
2. Approval of **Resolution No. 2021-58** approving Agreement with Core & Main, LP. for purchase of brass fittings and accessories.
3. Approval of **Resolution No. 2021-59** approving Renewal and Amendment of Agreement with Geoffrey B. Sluggett and Associates, Inc. for lobbying services.

PRESENTATION

4. Education Presentation
5. Legislative Update – Mary McNicholas

PUBLIC HEARING AND REGULAR AGENDA

6. Approval of **Ordinance No. 2021-15** on first reading to amend Building Code.
7. Approval of **Ordinance No. 2021-14** on first reading to amend the Unified Land Development Code to allow for Essential Services Support Use
8. Approval of **Resolution No. 2021-60** approving Interlocal Agreement with Solid Waste Authority of Palm Beach County for Blighted and Distressed Property Clean-up and Beautification Grant
9. Approval of **Resolution No. 2021-61** approving Road Rock Maintenance Policy and Plan
10. Approval of **Resolution No. 2021-62** approving Road Paving Policy and Plan
11. Approval of **Resolution No. 2021-63** approving Agreement with Hardrives of Delray, Inc. for road paving.
12. Approval of **Resolution No. 2021-64** to amend Canvassing Board in Town's Code.

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

VIA: James Titcomb, Town Manager

SUBJECT: Approval of Resolution No. 2021-57 authorizing a Piggyback Agreement with Anytime Labor Southeast Florida, LLC d/b/a LaborMax Staffing

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 July 10, 2018 the Town of Palm Beach entered into an Agreement with an initial term of one (1) year with the option to renew for four (4) additional one (1) year terms for Temporary Labor Services with LaborMax Staffing. The Town of Palm Beach has renewed the Agreement through the current fiscal year.

Staff recommends the Town enter into an 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 Town of Palm Beach's agreement. 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.

Attached are the following documents:

- **Resolution No. 2021-57** Authorizing the Entry by the Town into an Agreement with LaborMax Staffing, for temporary staffing services utilizing the Town of Palm Beach's Temporary Staffing Services Contract Bid # (2018-33); Authorizing the Town Manager to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreement.
- **Bid Tabulation:** The bid tabulation showing the Town of Palm Beach's award for BID # 2018-33 for all contract items pursuant to the temporary labor services awarded to LaborMax Staffing.



155 F Road Loxahatchee Groves, FL 33470

Recommendations:

Move that Town Council adopt **Resolution No. 2021-57** authorizing the Agreement with Anytime Labor Southeast Florida, LLC. d/b/a LaborMax Staffing for Temporary Labor Services utilizing the Town of Palm Beach's Contract Bid # (2018-33).

RESOLUTION NO. 2021-57

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH ANYTIME LABOR SOUTHEAST FLORIDA, LLC D/BA LABOR MAX STAFFING FOR TEMPORARY LABOR SERVICES; 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 temporary labor services relating to providing temporary general labor services for the Town's Public Works Department; 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 Anytime Labor Southeast Florida, LLC. d/b/a LaborMax Staffing utilizing the local government contract between LaborMax Staffing and the Town of Palm Beach (Bid #2018-33) for temporary labor services, 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 LaborMax Staffing and the Town of Palm Beach (Bid #2018-33) for temporary labor services to enter into the contract with LaborMax Staffing for the 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 Temporary Labor ("Agreement") is made as of the _____ day of _____, 2021, 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 **Anytime Labor Southeast Florida, LLC d/b/a LaborMax Staffing**, a company authorized to do business in the State of Florida, hereinafter referred to as the ("CONTRACTOR").

RECITALS

WHEREAS, the TOWN is in need of a contractor to supply temporary labor ("SERVICES") for the TOWN; and

WHEREAS, Town of Palm 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, attached hereto, 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 its 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 Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this 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 **June 30, 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 Agreement and following completion of this Contract 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 the 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 the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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

- 6.12 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

7. Indemnity.

- 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.

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

IN WITNESS WHEREOF, the 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: ANYTIME LABOR SOUTHEAST FLORIDA,
LLC. D/B/A LABORMAX STAFFING**

By: _____
Michael S. Ingham, Manager

[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 Michael S. Ingham, as Manager of Anytime Labor Southeast Florida, LLC. d/b/a LaborMax Staffing, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

RESOLUTION NO. 092-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR TEMPORARY STAFFING SERVICES TO LABOR MAX STAFFING IN THE AMOUNT OF \$24,300 AND ESTABLISHING A PROJECT BUDGET OF \$28,000 FOR FY18. THE ANNUAL PROJECT BUDGET SHALL BE \$167,420, PLUS A \$20,000 ANNUAL CONTINGENCY, FOR A FIVE (5) YEAR PROJECT BUDGET OF \$937,100, CONTINGENT ON FUNDING IN FUTURE FISCAL YEARS.

* * * * *

Section 1. The Town Council of the Town of Palm Beach hereby authorizes a purchase order to Labor Max Staffing in an amount of \$24,300 for temporary labor services and establishes a project budget of \$28,000 for FY18. The annual project budget shall be \$167,420, plus a \$20,000 annual contingency, for a five (5) year project budget of \$937,100 contingent on funding in future fiscal years.

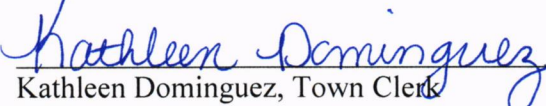
Section 2. The Town Manager is hereby authorized to execute this contract extension on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of July 2018.


Gail L. Coniglio, Mayor

ATTEST:


Kathleen Dominguez, Town Clerk





TOWN OF PALM BEACH
BID NO. 2018-33
TEMPORARY LABOR SERVICES
BID PROPOSAL PAGE

1	Percent of Markup over the established hourly rate (option 1)	<u>30.25</u> %
2.	Fixed rate for Facilities Maintenance/ Parks Laborer (option 2)	\$ <u>10</u> Per hour
3.	Fixed rate for Facilities Maintenance/Parks Laborer with drivers' license (option 3)	\$ <u>10</u> Per hour
4.	Fixed rate for Services Division Laborer (option 2)	\$ <u>10</u> Per hour
5.	Fixed rate for Service Division Laborer with drivers' license (option 3)	\$ <u>10</u> Per hour
6.	Fixed rate for Water Resources Division Laborer (option 2)	\$ <u>10</u> Per hour
7.	Fixed rate for Water Resources Division Laborer with drivers' license (option 3)	\$ <u>10</u> Per hour
8.	Other fees/charges if applicable – Please explain	\$ <u>N/A</u>

BIDDER INFORMATION AND CERTIFICATION

The undersigned proposer certifies that this Bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this Bid.

COMPANY NAME:	Labor Max Staffing	
STREET ADDRESS:	2930 Forest Hill Blvd Unit D	
CITY, STATE, ZIP CODE:	Palm Springs FL 33406	
EMAIL:	Thad.Jackson@labormaxstaffing.com	
TELEPHONE / FAX	TEL: 561-651-9824	FAX: 561-651-9467
FEDERAL ID#	82-3888231	
AUTHORIZED SIGNATURE		DATE: 5/14/18

****Failure to affix signature may result in disqualification of proposal.**



BID NO. 2018-33

TEMPORARY LABOR SERVICES

BIDDER'S QUALIFICATION

The Vendor, as a result of this bid proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

Name: Thaddeus Jackson

Address: 2930 Forest Hill Blvd. Unit D

City, State, Zip: Palm Springs, FL 33406 Phone/Fax: 561-651-9824

Email address: Thad.Jackson@labormaxstaffing.com 561-651-9467 (F)

2. Check One: Corporation () Partnership (☒) Individual ()

3. If Corporation, state: Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name of Principal Officers

Date elected:

6. The Vendor's length of time in business: 5 years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: 5 years

8. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Town. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name _____ Percentage of Interest: _____

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

10. A current, signed copy of your firm's IRS form W-9.

Note: Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

TOWN OF PALM BEACH



TOWN OF PALM BEACH

BID NO. 2018-33

TEMPORARY LABOR SERVICES

LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

The following is a list of **at least FIVE (5)** current (within last two years) and pertinent professional references that the Town can contact in relation to Bidder's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	Laborer, Helper
Wildcat Demolition	Date(s):	April, May 2018
8020 Belvedere Rd #3	Amount:	5K
Royal Palm Beach, FL 33421	Contact:	Dawn Koder
	Telephone No:	954-766-9922
For Town Use Only: Comments:		
Reference Verified: Yes ☐ No ☐		

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	Laborers, Helpers
Elite Demolition	Date(s):	April, May 2018
6741 West Sunrise Blvd #33	Amount:	6K
Plantation, FL 33312	Contact:	Tony Lacovino
	Telephone No:	954-583-2444
For Town Use Only: Comments:		
Reference Verified: Yes ☐ No ☐		

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments:		
Reference Verified: Yes ☐ No ☐		

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments:		
Reference Verified: Yes ☐ No ☐		

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments:		
Reference Verified: Yes ☐ No ☐		

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Anyline Labor - Southeast Florida LLC	
2 Business name/disregarded entity name, if different from above LaborMax Staffing	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 971 Premier Drive	Requester's name and address (optional)
6 City, state, and ZIP code Kearney, MO 64060	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

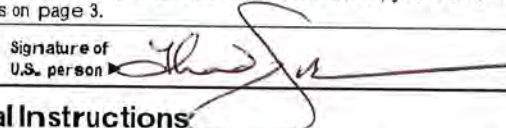
Social security number								
			-					
or								
Employer identification number								
8	2	-	3	8	8	8	2	3 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person 

Date ▶ 4/25/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include but are not limited to the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

- *All bids shall be submitted on the Town provided forms. Failure to do so may be cause for rejection.*
- *All blanks on the forms must be completed.*
- *Modifications to the forms (Unit of Measure, Descriptions, etc.) shall not be allowed and may be cause for rejection.*
- *Supplemental information may be attached.*

BIDDERS CHECKLIST

All bids shall be submitted on the Town provided Bid Package forms. Failure to do so may cause the Bid to be rejected. All blanks on the proposed forms must be completed. Supplemental information may be attached to the bid package forms. Bidder shall return a complete set of all bid package forms as listed as follows. Failure to submit the required documents may result in your bid being considered non responsive.

Are all Bid pages signed?	Yes	No
Is Bidder's Qualification form completed and submitted?	Yes	No
Staffing levels been explained (No. of employees available)?	Yes	No
Business Tax Receipt included?	Yes	No
Form W-9 included?	Yes	No
Certifications/Licenses provided?	Yes	No
Vendor Service Representative Information submitted?	Yes	No
Are addendum (if any issued) submitted?	Yes	No
Has insurance requirements been acknowledged?	Yes	No
Is Drug Free Workplace form submitted?	Yes	No
Is List of Proposed Sub-Contractors submitted, if any?	Yes	No
Is List of Professional References submitted?	Yes	No
Is List of Equipment completed and submitted?	Yes	No

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. 1 Dated: 4/30/18 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Name of Vendor's Representative: Thaddeus Jackson
 Address: 2930 Forest Hill Blvd. Unit D
 Phone Number: 561-651-9824 Fax Number: 561-651-9467
 E Mail Address: Thad.Jackson@labormaxstaffing.com

TOWN OF PALM BEACH



**TOWN OF PALM BEACH
INVITATION TO BID No. 2018-33**

TEMPORARY LABOR SERVICES

April 30, 2018

Addendum No. 1

This addendum shall modify and become a part of the original Solicitation Document.

The purpose of this addendum is to answer questions received.

The due date remains May 15, 2018, at 2:00 p.m.

QUESTIONS

Question 1: For the positions listed on Page 17 – 19, by position, who is/are the current vendor/vendors?

Answer 1: GL Staffing and Faneuil

Question 2: For the positions listed on Page 17 – 19, by position, how much did the Town of Palm Beach pay the current vendor/vendors in the fiscal year 2017?

Answer 2: Total for FY \$63,359.45

Question 3: How may we obtain a copy of the Bid Tabulation showing the amounts Bid by each responder the last time this RFP was open for a response?

Answer 3: GL Staffing and Faneuil

Question 4: Please identify if any of the temporaries utilized by the Town of Palm Beach will be required to perform any of the duties.

Answer 4: GL Staffing and Faneuil

Question 5: Please identify if any of the temporaries utilized by the Town of Palm Beach will be required to perform any of the duties.

Answer 5: General answer is Garbage Truck Collection, Tree Trimming, and Driving Vehicles on Public Streets. Hazardous conditions are contracted out through construction awards.

Garbage Truck Collection:

Working on Roofs:

Work utilizing a Body Harness or Lanyard:

Work on/or erect Scaffolding more than (6' feet) off the ground or work surface:

USL&H Work & Jones Act Work:

Heavy Demolition Work:

Work More Than (6) feet above the Ground or Work Surface Above Ground:

Tunneling:

Asbestos Abatement:

Mold Removal:

Working With Hot Chemicals:

Tree Trimming:

Operating Heavy Equipment/Motorized Equipment:

Driving Vehicles on Public Streets:

Question 6: In the event, there are increases in the Federal or State Minimum Wage or increases in the State Unemployment rate can the successful vendor/vendors be allowed to pass these increases as a pass-thru on their effective date

Answer 6: Federal or State Minimum Wage Increases would be at cost only, and would not entertain increase to unemployment rate.

Question 7: What is the estimated volume of ITB #2018-33, either by Positions on Pages 17 – 19 by Number of Employees Need, Total Hours Per Year of Total Dollars Per Year?

Answer 7: The Town estimates:

Services - 3-4 employees at 30 hrs/week for 48 weeks.

Grounds/Parks – one employee, year round except for holidays and weekends.

Question 8: How do we arrange a pre-award safety inspection of the bidder's facility?

Answer 8: Project Manager would coordinate with awarded vendor(s).

Question 9: On the "BIDDER INFORMATION AND CERTIFICATION," SECTION on Page 21 do you want the corporate or local office address?

Answer 9: The corporate address should be shown on the Bid Proposal Page (page 21); local information and representative can be listed on page 22.

Question 10: Do I understand that response to the Bid is Pages 21 – 25 and the supporting documents requested on those pages?

Answer 10: That is correct.

Question 11: On the Pricing Section on Page 21 at Option will these workers be driving on Public Roads?

Answer 11: Would be dependent on need. As a general rule no.

Question 12: Do you currently outsource these positions?

Answer 12: No. Staffing is augmented by hiring temporary laborers as required to complete work.

Question 13: If so, how much did you spend on outsourcing each year?

Answer 13: We currently do not outsource, only supplement work assignments with temporary labor. Total previous expenditure for all temporary laborer positions in FY 17 was \$63,359.45

Question 14: How many workers do you need for each position?

Answer 14: Please refer to answer 7. Contingent on work requirements for project at time.

Question 15: How many days will each position work in a year?

Answer 15: Contingent on work requirements for project at time. Please refer to answer 7.

Question 16: What are your current pay rates for each position?

Answer 16: We currently do not outsource, only supplement work assignments with temporary labor. Total previous expenditure for all temporary laborer positions in FY 17 was \$63,359.45. The Town has historically paid between ten and twelve dollars per hour.

Any questions concerning this document should be addressed to the undersigned Purchasing Manager via facsimile to (561) 835-4688 or e-mail to: solicitations@townofpalmbeach.com

Dean Mealy, Purchasing Manager

All Proposers shall acknowledge receipt of this addendum by annotating the Schedule of Bid Items/Proposal signature page with the addendum number and completing the following section and returning with the Proposal Documents to verify receipt.

Company Name: LaborMax Staffing

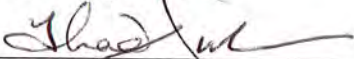
2930 Forest Hill Blvd. Unit D

Address:

Palm Springs, FL 33406

City, State, and Zip Code:

Authorized Signature:



Print Name and Title:

Telephone: 561-651-9824 Date: 5-14-18

Email: Thad.Jackson@labormaxstaffing.com



BID NO. 2018-33

TEMPORARY LABOR SERVICES

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 controlled substances 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 number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by Thaddeus Jackson the
(Individual's Name)

Owner Operator of LaborMax Staffing
(Title /Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

5-14-18
Date

[Signature]
Signature



Village of Palm Springs

226 Cypress Lane
Palm Springs, Florida 33461
561-965-4016 Fax 561-439-4132
www.vpsfl.org

This receipt becomes null & void if ownership, business name or address is changed. Petitioner must apply within 10 days of such change for transfer. Fee will apply. All applicable building and zoning regulations pertaining to business location must be followed.

Business Location: 2930 FOREST HILL BOULEVARD D

ANYTIME LABOR-SOUTHEAST FLORIDA LLC
P O BOX 900
KEARNEY, MO 64060

5206

LOCAL BUSINESS LICENSE

Business Tax ID
2018 - 112465
Type
OFFICE
TEMPORARY STAFFING AGENCY

M-F 7AM - 6PM

3 EMPLOYEES

Number
5206
Issued
03/29/2018
Expires
09/30/2018

USE AND OCCUPANCY CERTIFICATE

EXPIRES: 09/30/2018

*** POST THIS RECEIPT IN A CONSPICUOUS PLACE ***



Village of Palm Springs

226 Cypress Lane
Palm Springs, Florida 33461
561-965-4016 Fax 561-439-4132
www.vpsfl.org

Notice

This receipt becomes null & void if ownership, business name or address is changed. Petitioner must apply within 10 days of such change for transfer. Fee will apply. All applicable building and zoning regulations pertaining to business location must be followed.

Business Location: 2930 FOREST HILL BOULEVARD D

ANYTIME LABOR-SOUTHEAST FLORIDA LLC
P O BOX 900
KEARNEY, MO 64060

5206

LOCAL BUSINESS LICENSE

Business Tax ID	Number
2018 - 112465	5206
Type	License Fee
OFFICE	115.76
TEMPORARY STAFFING AGENCY	Issued
	03/29/2018
	Expires
	09/30/2018
M-F 7AM - 6PM	
3 EMPLOYEES	
USE AND OCCUPANCY CERTIFICATE	

EXPIRES: 09/30/2018



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

2930 FOREST HILL BLVD Ste D
PALM SPRINGS, FL 33406

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0014 EMPLOYMENT AGENCY	ANYTIME LABOR - SOUTHEAST FLORIDA LLC		U18.416970 - 04/16/18	\$16.50	B40199430

This document is valid only when receipted by the Tax Collector's Office.

LABOR MAX STAFFING
ANYTIME LABOR - SOUTHEAST FLORIDA LLC
2930 FOREST HILL BLVD STE D
WEST PALM BEACH, FL 33406

STATE OF FLORIDA
PALM BEACH COUNTY
2017/2018 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2018108362
EXPIRES: SEPTEMBER 30, 2018

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

TOWN OF PALM BEACH



INVITATION TO BID NO. 2018-33

TEMPORARY LABOR SERVICES FOR THE TOWN OF PALM BEACH

Event	Date
Date ITB Issued	April 15, 2018
Non-Mandatory Pre-Bid Meeting or Site Visit	April 25, 2018
Due date for bidder questions	Until seven (7) days prior to the submittal date
Due date for bidder responses	Until five (5) days prior to the submittal date
ITB Due Date	May 15, 2018
Start Date	On or before July 1, 2018

BID CONTACT: Dean Mealy, II

No phone inquiries will be accepted. All correspondence shall be directed to the purchasing division via email to solicitations@TownofPalmBeach.com or Fax (561) 835-4688.

Purchasing Division

* * * * *

FINANCE DEPARTMENT

* * * * *

TOWN OF PALM BEACH * 951 OKEECHOBEE ROAD * WEST PALM BEACH * FLORIDA * 33401



TOWN OF PALM BEACH

BID NO. 2018-33

TEMPORARY LABOR SERVICES

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Drug-Free Certification.....	24
Professional References	25
Florida Statute Section 119.0701 Contracts; public records.....	Attachment "A"



TOWN OF PALM BEACH

Advertisement for Bids

BID NO. 2018-33

TEMPORARY LABOR SERVICES

The Town of Palm Beach, Florida, at the Purchasing Office, 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401, will receive sealed bids for TEMPORARY LABOR SERVICES until May 15, 2018 at 2:00 P.M. Bidders may elect to submit the bid electronically through Public Purchase, which can be accessed from the Public Purchase site.

At that time all bids will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

A non-mandatory pre-bid meeting will be held at **10:00 AM on April 25, 2018** at the Public Works Facility, located at 951 Okeechobee Road, West Palm Beach, FL 33401. Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff. After the Bid has been awarded, no extra-charge or compensation will be allowed as a result of failure to attend the conference and resulting site visit.

An **original and two (2) copies** of the proposal shall be submitted in sealed envelopes/packages addressed to Purchasing Division, Town of Palm Beach, Florida, and marked "**Bid NO. 2018-33 – TEMPORARY LABOR SERVICES**". Companies desiring a copy of the Invitation to Bid may obtain such documents from the Town's website at www.townofpalmbeach.com, (click "Doing Business," click "Bids and Requests for Proposals" and follow the instructions). For further information, contact the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401, Telephone (561) 838-5406.

The Town reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. The Town further reserves the right to award the contract to that bidder whose proposal best complies with the bid specification. No bidder may withdraw their bid for a period of ninety (90) days from the date set for the opening thereof.

Dean Mealy, II
Purchasing Manager

Dated: April 15, 2018
April 22, 2018

Published: Palm Beach Post
DemandStar
Public Purchase



TOWN OF PALM BEACH
BID NO. 2018-33
TEMPORARY LABOR SERVICES

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. Bid Proposal response is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time. **Bidders may elect to submit the bid electronically through Public Purchase which can be accessed from the Public Purchase site.**

It is sole responsibility of the bidder to ensure that his/her bid reaches the Purchasing Division on or before the closing date and time. The TOWN shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened.

All bids must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.

Bidders shall not be allowed to modify their bids after the opening date and time. Bid files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact Purchasing Division via email: solicitations@TownofPalmBeach.com or via Fax (561) 835-4688.

2. PRICE/DELIVERY

Price quoted must be the price for new merchandise and free from defects. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Town of Palm Beach, herein referred to as TOWN, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the TOWN. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the TOWN reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

3. FEDERAL AND STATE TAX

TOWN is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the TOWN shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall any said vendor or contractor be authorized to use the Town's tax exemption number in securing such materials.

4. ACCEPTANCE / REJECTION

TOWN reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the TOWN will be in the best interest of and/or the most advantageous to the TOWN. TOWN also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. TOWN reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

5. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

The TOWN shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

When an item is marked "No Substitutions" alternates or equivalents will not be accepted.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore, deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the TOWN specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by TOWN), the bidder will be required to compensate the TOWN for difference in price incurred from going to the next low bidder.

6. NO BID

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of NO BID" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids.

7. CONFLICT OF INTEREST

The award is subject to provisions of State Statutes and Town Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the TOWN. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

8. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

- (a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie bids.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, crime may not submit a bid on a contract to provide any goods or services to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

9. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the TOWN for any terms and conditions not specifically stated in the Invitation to Bid.

10. MISTAKES

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the bidder.

11. AVAILABILITY OF FUNDS

The obligations of the TOWN under this award are subject to the availability of funds lawfully appropriated for its purpose by the Town Council.

12. EEO STATEMENT

TOWN is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

13. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may obtain them by going to the Town's website at www.townofpalmbeach.com, (click "Doing Business" click "Sealed Bids/Requests for Proposals" and follow the instructions).

14. BID FORMS

All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.

15. CONTRACTUAL AGREEMENT

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement bid document (original Terms and Conditions) and response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by vendor must be enclosed as part of the bid response.

16. INFORMATION

Any questions by prospective vendors should be directed to the Purchasing Division contact, noted on page no. 3, who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by Purchasing personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the original bid document. Interpretation of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

17. PRICES QUOTED

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety days (90) days from the date of bid opening or time stated in Special Conditions.

18. PAYMENT

Payment will be made by the TOWN after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the order number. Payment shall be made within 30 days of such acceptance.

The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices with the goal of a greener footprint.

19. DISCOUNT

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

20. CERTIFICATIONS

Not applicable to this Bid.

21. LICENSES AND PERMITS

Not applicable to this Bid.

22. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is 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 material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

23. MATERIAL SAFETY DATA SHEET

Not applicable to Bid.

24. SAFETY REGULATIONS

Not Applicable to Bid.

25. CODES AND REGULATIONS

Not applicable to this Bid.

26. INDEMNIFICATION

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and

the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

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BID NO. 2018-33

TEMPORARY LABOR SERVICES

SPECIAL TERMS AND CONDITIONS

1. ADDENDUMS

The Purchasing Office will receive written requests for clarification concerning the meaning or interpretations of the bid, until **seven (7)** days prior to the submittal date; requests may be sent via email to solicitations@townofpalmbeach.com or via facsimile to (561) 835-4688. Town personnel are authorized only to direct the attention of prospective proposers to various portions of the bid so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid documents.

The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. Written addenda may be provided up to **five (5)** calendar days before the date fixed for receiving the bids. Any oral explanation(s) given before the bid opening will not be binding.

2. TOWN CONTRACT COORDINATOR

The Town of Palm Beach shall designate a Contract Coordinator who shall act on behalf of the Town with respect to monitoring contractor performance under this contract.

The administration of this contract is vested in the Contract Coordinator. The Contract Coordinator shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinator.

The Contract Coordinator principal duties shall be:

- A. Liaison with Contractor.
- B. Coordinate and approve all work under the contract.
- C. Resolve any disputes.
- D. Assures consistency and quality of Contractor's performance.
- E. Schedule and conduct Contractor performance evaluations and document findings.
- F. Review and approve for payment all invoices for work performed or items delivered.

3. PRE-BID CONFERENCE (NON-MANDATORY)

All interested Proposers are invited to attend a non-mandatory **Pre-Bid Conference on April 25, 2018 at 10:00 A.M. in the Public Works Meeting Room, located at 951 Okeechobee Road, West Palm Beach, FL, 33401.** At that time, the Town's representatives will be available to answer questions relative to this Request for Proposal. Any modifications may be presented in writing to, or discussed with the Town's representative(s) as possible amendments to the Bid document.

Bidders should visually inspect the sites where the services are to be performed. Bidders are advised to make a thorough inspection of the extent of work. Failure to visually inspect the sites shall be at bidder's risk. After bid has been awarded, no extra charge or compensation will be allowed by the Town as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of work, and the equipment, materials and labor required.

It is the intention of the Town to purchase the services as specified herein from a source of supply that will give prompt and convenient service. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the Town or its residents.

4. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder shall submit the following information with their proposal:

- A. Experience record, showing the bidder's training and experience in similar work.
- B. Reference list and brief description of similar work satisfactorily completed with location, dates of contracts, names, addresses and phone numbers of owners/principals.
- C. Specify the number of employees available to perform the requirements of this contract, both workers and supervisors. The awarded contractor is required to have a sufficient number of employees to complete the work in the time specified under the Scope of Services section of this bid document.
- D. Specify list of currently owned and operated equipment that would be utilized in fulfilling the requirements of this contract.
- E. List any licenses, permits or certifications, etc. that you hold for performing this type of work.
- F. Provide Bidder's Qualification Form complete with Tax Receipt and W-9.
- G. Give notice that insurance requirements can be met. The insurance requirement designated in this bid indicates the minimum coverage required for the scope of work, as determined by the Office of Risk Management. Proposer shall provide verification of compliance, such as a Certificate of Insurance (COI) or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. If not provided with the bid, the COI must be submitted within three business days of Town's request. Bidder may be deemed non-responsive for failure to fully comply within stated timeframe. Final award shall be subject to receipt and acceptance by the Town of proof of meeting all insurance requirements of the bid.

Failure to submit the above requested information may be cause for rejection of your bid.

5. COMPETENCY OF BIDDERS

Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance and a sufficient delivery fleet to insure satisfactory execution of the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.

6. CERTIFICATION AND/OR LICENSES

Bidders shall hold a current license which shows that a principal in the firm or an employee is certified to perform these services. This Certification shall be current at all times during the duration of this contract. Bidders should provide, with their bid, a copy of all current licenses. If not provided with your bid, they must be submitted within three (3) business days of the Town's request.

Bidder must hold a current tax receipt (Occupational License). Copy of license must be submitted with bid and must be in the name of the bidder shown on the Bid Proposal Page. A current, signed copy of IRS Form W-9 should also be submitted with your bid.

7. ON SITE INSPECTION

An inspector may be designated by the Town of Palm Beach. During the course of the project, the inspector will be responsible for assuring the proper execution of this bid by the successful Contractor.

8. AS SPECIFIED

A purchase order will be issued to the successful bidder with the understanding that all services rendered must meet the specifications herein.

9. PERFORMANCE

The Town shall not pay for work that fails to meet the Town's standards as set forth in this Bid and as determined by the Contract Coordinator.

10. DELETION OR MODIFICATION OF SERVICES

The TOWN reserves the right to add or delete any portion of this Contract at any time without cause, and if such right is exercised by the Town, the total fee shall be increased or reduced in the same ratio as the estimated cost of the work based on the unit prices set forth on the Bid Proposal Page.

11. AWARD (Primary / Secondary / Tertiary)

The Town reserves the right to award by line and then by primary, secondary and tertiary. The lowest proposer meeting specifications, terms and conditions shall be the primary awardee. The next lowest proposer meeting specifications, terms and conditions shall be the secondary awardee. The third lowest proposer meeting specifications, terms and conditions shall be the tertiary awardee. The Town will give the primary proposer first opportunity to perform all available work. If the Town at its sole discretion determines the primary proposer cannot respond in time or has not submitted a competitive estimate; the secondary proposer will be contacted to submit an estimate to perform the required work.

The Town reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal. No guarantee is expressed or implied as to the total quantity of services to be purchased under this Contract. Estimated quantities will be used for bid comparison purposes only.

12. RENEWAL OF CONTRACT

Bid shall be awarded for a term of twelve (12) months with the option to renew the contract for up to four additional twelve (12) month periods. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing (adjustments may be made to pricing based on the Consumer Price Index at the time of renewal) with no other deviations. Price adjustments upon renewal shall be based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year respectively, as published by the United States Department of Labor. Any renewal will be subject to appropriation of funds by the Town Council.

13. PRICING

The Town requires a firm price for the contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire contract term will be grounds for contract termination.

14. METHOD OF ORDERING

An annual Blanket Purchase Order shall be issued for these services. Invoices shall be submitted monthly after completion of services specified in this contract and shall refer to the Purchase Order Number and the appropriate item number. Invoices shall be submitted to the Town of Palm Beach, Finance Department, Accounts Payable, P.O. Box 2029, Palm Beach, FL 33480 or email electronic invoices to: Invoices@TownofPalmBeach.com (Preferred Method).

15. PAYMENT

Terms of payment are net 30 days after services have been completed and accepted. Invoice must reflect purchase order number.

The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices with the goal of a greener footprint.

16. VENDOR SERVICE REPRESENTATIVE

The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

17. RIGHT TO TERMINATE

The Town reserves the right to terminate this Contract without penalty upon thirty (30) days written notice to Vendor. In the event of totally unacceptable performance, the TOWN may cancel immediately without cancellation liability.

18. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, sidewalks, curbs, landscaping, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Town.

The successful bidder shall at all times, guard against damage or loss to the property of the Town of Palm Beach and/or private property within the Town. Contractor shall be held responsible for replacing or repairing any such loss or damage. The Town of Palm Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his/her agents

19. CONTRACTOR RESPONSIBILITY

Not Applicable to this Bid.

20. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and highways for the work to be done under these specifications, they shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Contractor shall at all times so conduct their work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages work, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Town of Palm Beach or designee.

No more than one-half (1/2) of the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance. Contractor shall utilize traffic control devices when working on right of ways.

Contractor is responsible for obtaining right of way permits when working on DOT roadways. There will be no fees for these permits.

There shall be no obstruction of the travel lanes between the hours of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. without approval from the Town of Palm Beach or designee.

No road or street shall be closed to the public, except with the permission of the Contract Coordinator and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

21. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

Not Applicable to this Bid.

22. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

The Bidder hereby certifies that all material, equipment and supplies contained in their proposal meets all O.S.H.A. requirements. The successful proposer shall be solely and completely responsible for the safety of all persons (including employees) and property during the performance of the work. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor and all other applicable federal, state, county, and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirements shall be followed. Failure of the Proposer to thoroughly familiarize themselves with the aforementioned provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

23. SUBCONTRACTING

Not Applicable to this Bid.

24. INSURANCE

The Service Provider shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days' prior to the commencement of any work. All service providers including any independent contractors and subcontractors utilized must comply with these requirements. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Service Provider.

If the service provider maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the service provider.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of

Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory.

For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of the contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Business Auto Liability coverage for any auto (all owned, hired, and non-owned autos) with limits not less than \$1,000,000 each occurrence combined single limit each accident. In the event service provider does not own any autos, the Town will accept proof of Hired and Non-Owned Auto Liability. For personally owned vehicles, the Town requires limits not less than \$300,000 each occurrence combined single limit.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by contractor qualify its employee for benefits under federal workers' compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided. A waiver of subrogation must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

Third party crime coverage is required for temporary staffing positions which have access to money or facilities after hours, to include, but not limited to recreation, dock security and facility maintenance. Coverage shall include but not limited to, employee dishonesty, theft, money & securities, computer fraud, client's property with a limit of liability not less than \$1,000,000.

25. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and Town and County Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

26. NON-COLLUSION

Proposer certifies that his Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

27. PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

By signing and submitting the Bid documents, the submitting firm attests that they have not been placed on the "Convicted Vendor List" or have been found guilty of a public entity crime.

28. E-VERIFY

The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.

29. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process

30. 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

31. CODE OF ETHICS

If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

32. LOBBYING PROHIBITED

Proposers are not to contact or lobby any Town personnel related or involved with this Request for Proposals. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

Refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

33. CONE OF SILENCE

The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the issuance of the Invitation To Bid, RFQ, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, 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 at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm> - Palm Beach County Registration Ordinance – Effective April 2, 2012.

34. PUBLIC RECORDS

Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

35. PUBLIC RECORDS LAW

In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 of retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A copy of Section 119.0701, Florida Statutes, has been provided to the contractor (attached).

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 AT:

Town Clerk, or designee

Phone 561-838-5416

Email records@townofpalmbeach.com

36. RESTRICTED AREAS DURING OFFICIAL DIGNITARY VISITS, EMERGENCIES AND WEATHER EVENTS

The Town of Palm Beach may become a restricted area during official Dignitary visits, emergencies and significant weather events. Contractor and workers may be asked to show Town issued ID during this period. The successful contractor and workers assigned to this project will be required to come to the Police Department prior to the start of the contract to have their fingerprints taken at no charge to contractor. If the fingerprint background check returns with no warrants or felonies, the contractor and workers will be given a picture ID for access to Palm Beach Island during this period. This process takes up to three (3) business days and needs to be planned accordingly.

37. LIQUIDATED DAMAGES

Liquated Damages shall be applicable after specific request is made to awarded vendor to provide service and the awarded vendor fails to complete the Project or delivery the work in accordance with the specifications and to the satisfaction of the Town within the time stated shall cause the selected Proposer to be subject to charges for liquidated damages in the amount of 1% of the contract amount for each and every calendar day the Selected Proposer fails to timely achieve substantial completion and/or final completion. Upon notification of the Town to provide services as agreed to in the purchase order and failure to provide services is documented, Liquated Damages shall be As compensation due the Town for loss of use and for additional costs incurred by the Town due to such non-completion of the work, the Town shall have the right to deduct the liquidated damages from any amount due, or that may become due to the selected Proposer under this agreement, or to invoice the selected Proposer for such damages if the costs incurred exceed the amount due to the selected Proposer.

38. TERMINATION FOR CONVENIENCE

- a. The Committee may terminate performance of work under this contract in whole or in part (the "Work Terminated") if the Committee determines that such termination is in the Committee's best interest. The Committee shall terminate by delivering to the Contractor a Notice of Termination, specifying the extent of the Work Terminated and the effective date.
- b. After receipt of a Notice of Termination, a Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 1. Stop work as specified in the notice.
 2. Complete performance of the work not terminated.

39. TERMINATION BY OWNER FOR CAUSE

The Committees may terminate the contract in the event:

- a. Contractor fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;
- b. Contractor fails to perform the services required of the Contractor under this Contract;
- c. Contractor violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;
- d. Contractor materially breaches any of the provisions of this Contract.

When any single or combination of the above causes exist such cause(s) have not been cured after seven (7) days written demand by a Committee, the Committee may, with full reservation of, and without prejudice to any other right or remedy the Committee may have, upon giving Contractor and the surety five (5) days written notice, terminate the Contract. No payments shall be due to the Contractor until the Work is fully and finally completed



TOWN OF PALM BEACH

BID NO. 2018-33

TEMPORARY LABOR SERVICES

SCOPE OF SERVICES

I. PURPOSE AND INTENT

The Town of Palm Beach (hereinafter known as "Town") seeks proposals from firms having experience in providing temporary general labor services for the Town's Public Works Department. The persons assigned to the Town will be considered employees of the agency and not of the Town.

The Town is bidding this solicitation for both percentage markup and for fixed price by one of three job descriptions. The Town may find it in the best interest to establish a rate to be paid and have the firm provide the employee at that rate plus a markup (option 1). The Town may also require the vendor to supply a laborer at a predetermined rate to be quoted in this solicitation (option 2).

The Contractor shall be required to provide, temporary services of employees as they relate to parks, streets, grounds maintenance, general maintenance, utilities and other departments as needed or required.

II. SCOPE OF WORK

Job Titles, Job Descriptions and Minimum Requirements:

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Contract Coordinator or authorized representative. The firm shall not comply with requests and/or orders issued by other than the Contract Coordinator or authorized representative acting within their authority for the Town. The Town Reserves the right to make adjustments to the job descriptions, including adding special requirements.

Services to be provided to the Public Works Department

Position Title: Facilities Maintenance/ Parks Laborer

Employee shall be responsible for general labor duties involving landscaping, litter pick-up, construction and irrigation repairs at various Town facilities under the supervision of the Contract Coordinator, Facilities or Grounds Maintenance Supervisor.

Essential Job Functions:

- Ability to perform basic landscaping and grounds-keeping duties and tasks.
- Ability to perform minor painting functions (including preparation, pressure washing and clean-up).
- Ability to perform basic assistance with the installation of concrete and asphalt.
- Ability to assist with irrigation system repairs (including trenching and pipe installation).
- Ability to assist with sign and post installation.
- Ability to operate a variety of powered and non-powered tools and equipment.
- Ability to maintain related equipment in good working order; ensure proper storage of equipment.

Required Knowledge, Skills and Abilities:

- General knowledge of maintenance and grounds work.
- General knowledge of construction work.

- General knowledge of irrigation systems.
- Knowledge and ability to operate a variety of maintenance equipment including but not limited to blowers, edgers, and trimmers.
- Willingness to perform a wide variety of maintenance tasks including manual labor and lift 50 pounds.
- Ability to maintain effective working relationships with other employees and the public.
- Ability to work in a variety of environments and situations.
- Ability to understand, interpret and effectively carry out written and oral instructions.
- Ability to work on or near busy roadways.

Normal Work Times

- Typical start time is 7:45 a.m. and the shift typically ends at 4:15 p.m.
- Some overtime may be required at the Town's discretion.

Position Title: Services Division Laborer

Employee shall be responsible for working with a crew on collection routes, general labor duties involving landscape maintenance, litter pick-up and minor grounds maintenance task at the Town landfill facilities under the supervision of the Contract Coordinator, Trash Bureau Supervisor or his designee.

Essential Job Functions:

- Ability to effectively carryout verbal instructions as it relates to the collection of garbage, recycling and yard trash.
- Ability to work extended hours under adverse condition such as rain, heat and wind while in the performance of duties tasked.
- Ability and understanding of creating safe work zones as it relates to traffic, pedestrian control.
- Ability to maintain related equipment in good working order; ensure proper storage of equipment.
- Ability to perform basic landscaping and grounds-keeping duties and tasks.
- Ability to perform minor painting functions (including preparation and clean-up).
- Ability to operate a variety of powered and non-powered tools and equipment.
- Ability to maintain related equipment in good working order; ensure proper storage of equipment.

Required Knowledge, Skills and Abilities:

- General knowledge of working within a heavy equipment industry.
- General knowledge of the collection of garbage, recycling and yard trash.
- General knowledge of maintenance and grounds work.
- General knowledge of painting work.
- Knowledge and ability to operate a variety of maintenance equipment.
- Willingness to perform a wide variety of maintenance tasks including manual labor and lift at least 50 pounds.
- Ability to maintain effective working relationships with other employees and the public.
- Ability to work in a variety of environments and situations.
- Ability to understand, interpret and effectively carry out written and oral instructions.

Normal Work Times

- Typical start time is 7:45 a.m. and the shift typically ends at 4:15 p.m.
- Some overtime may be required at the Town's discretion.

Position Title: Water Resources Division Laborer

Employee shall be responsible for:

- Checking and cleaning equipment and tools etc.
- Performs required labor involved in construction and maintenance of projects as part of a crew, including but not limited to pavement cutting, ditch digging, manhole and pipe cleaning, pumping station and pipe repair;
- Operating various power equipment and hand tools commonly used in the sewer division.

- Frequently lifting and or moving up to 25 pounds and occasionally lifting and or moving up to 100 pounds.
- Ability to work in confined spaces for extended periods of time.
- Ability to work on or near busy roadways.

Normal Work Times

- Typical start time is 7:45 a.m. and the shift typically ends at 4:15 p.m.
- Some overtime may be required at the Town's discretion.

1-4 CHARGES/FEEES

The Town shall set the temporary employees' hourly rates for each position based on the Town's hourly rates for the position being filled. The billing rate shall be the sum of the worker's hourly pay rate plus the Contractor's percent markup. The Town will set the hourly rate at the time of hiring of each temporary employee; the Contractor shall agree on the employee's hourly rate as established by the Town.

The Town will not pay any charges or fees assessed by the Contractor if an employee assigned under this contract subsequently becomes an employee of the Town as a result of being hired by the Town after application for a position through the open competitive personnel selection procedures of the Town.

A. Supervision

The Town of Palm Beach will designate Contract Coordinators from each department for which services are being provided. The Contract Coordinators shall act on behalf of the Town with respect to monitoring contractor performance under this Contract.

The administration of the contract is vested in the Contract Coordinators. The Contract Coordinators shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinators.

The Contract Coordinators principal duties shall be:

- A. Liaise with Contractor.
- B. Coordinate and approve all work under the contract.
- C. Resolve any disputes.
- D. Assure consistency and quality of personnel performance.
- E. Schedule and conduct personnel performance evaluations and document findings.
- F. Review and approve for payment all invoices for work performed

B. Requirements

The Contractor shall be required to have a local office within 30 miles of the Town of Palm Beach.

The Contractor(s) shall be responsible for the successful completion of pre-placement candidate drug testing and criminal background check(s).

The Contractor(s) shall be responsible for drug testing, criminal background check and verification of work documents of all personnel. Successful completion of pre-placement candidate drug testing and criminal background check must be performed within 5 days of Town request and candidate must be ready to start within seven (7) days of notification

The Contractor(s) must waive all charges for employees who report to work and are deemed unsatisfactory within the first four hours. If the employee works more than four hours and is then deemed unsatisfactory, the Contractor may bill the Town for all hours worked in the shift.

- a. Hours worked shall be reported in whole and quarter hours. Contractor(s) shall ensure that the temporary employee abides by all Town and respective department rules and work schedules.

- b. The Town shall not be held responsible for any tax obligation, including, but not limited to Federal Income Tax withholding, FICA, or unemployment compensation. Temporary personnel assigned by the Contractor(s) are not entitled to participate in any plans or benefits offered to Town employees.
- c. The Contractor(s) shall provide a weekly summary billing, which shall include the following information, at a minimum:

Date, name of employee, rate of pay, bill rate, and number of hours worked in the period.

Invoices must include signed copies of timecards, which are legible and properly approved by authorized department personnel.
- d. The Contractor(s) shall maintain such financial records and other records as may be prescribed by Federal and State laws, rules and regulations. The records shall be made available during the term of the contract and a subsequent three year period for examination, transcription and audit by the Town, its designees, or other authorized bodies.
- e. The Contractor(s) shall notify the Contract Coordinator(s) in the event of scheduling delays, or changes relating to the personnel assigned to the Town.
- f. Contractor's employees shall present a neat, clean, well-groomed appearance and shall conduct themselves in a respectable manner while performing their duties and while on Town Property or they will be denied employment.
- g. The Public Works Department will provide required Person Protection Equipment, such as gloves, vests, goggles etc.

C. Job Titles, Job Descriptions and Minimum Requirements:

The extent and character of the services to be performed by the firm shall be subject to the general control and approval of the Contract Coordinator or authorized representative. The firm shall not comply with requests and/or orders issued by other than the Contract Coordinator or authorized representative acting within their authority for the Town. The Town Reserves the right to make adjustments to the job descriptions, including adding special requirements.

III. OTHER

- Contractor must inspect sites before submitting proposal.
- The Town of Palm Beach will designate a Contract Coordinator for the Public Works Department. The Contract Coordinator shall act on behalf of the Town with respect to monitoring contractor performance under this contract. The administration of this contract is vested in the Contract Coordinator.
- Any questions regarding this project shall be directed to the Contract Coordinator.
- Successful contractor's employee shall wear Town provided uniform shirts
- Successful contractor's employees shall obtain a photo ID from the Town of Palm Beach Police Department before beginning any work for the Town.
- Successful contractor's employees shall present a neat, clean, well-groomed appearance and shall conduct themselves in a respectable manner while performing the duties of this bid and while on Town Property.
- A safety vest, meeting FDOT standards, shall be provided by the Town and shall be worn at all times when employee is working in roadways or right-of-ways.
- There will be NO work performed on Sundays or holidays, unless authorized by contract coordinator.



**TOWN OF PALM BEACH
INVITATION TO BID No. 2018-33**

TEMPORARY LABOR SERVICES

April 30, 2018

Addendum No. 1

This addendum shall modify and become a part of the original Solicitation Document.

The purpose of this addendum is to answer questions received.

The due date remains May 15, 2018, at 2:00 p.m.

QUESTIONS

Question 1: For the positions listed on Page 17 – 19, by position, who is/are the current vendor/vendors?

Answer 1: GL Staffing and Faneuil

Question 2: For the positions listed on Page 17 – 19, by position, how much did the Town of Palm Beach pay the current vendor/vendors in the fiscal year 2017?

Answer 2: Total for FY \$63,359.45

Question 3: How may we obtain a copy of the Bid Tabulation showing the amounts Bid by each responder the last time this RFP was open for a response?

Answer 3: GL Staffing and Faneuil

Question 4: Please identify if any of the temporaries utilized by the Town of Palm Beach will be required to perform any of the duties.

Answer 4: GL Staffing and Faneuil

Question 5: Please identify if any of the temporaries utilized by the Town of Palm Beach will be required to perform any of the duties.

Answer 5: General answer is Garbage Truck Collection, Tree Trimming, and Driving Vehicles on Public Streets. Hazardous conditions are contracted out through construction awards.

Garbage Truck Collection:

Working on Roofs:

Work utilizing a Body Harness or Lanyard:

Work on/or erect Scaffolding more than (6' feet) off the ground or work surface:

USL&H Work & Jones Act Work:

Heavy Demolition Work:

Work More Than (6) feet above the Ground or Work Surface Above Ground:

Tunneling:

Asbestos Abatement:

Mold Removal:

Working With Hot Chemicals:

Tree Trimming:

Operating Heavy Equipment/Motorized Equipment:

Driving Vehicles on Public Streets:

Question 6: In the event, there are increases in the Federal or State Minimum Wage or increases in the State Unemployment rate can the successful vendor/vendors be allowed to pass these increases as a pass-thru on their effective date

Answer 6: Federal or State Minimum Wage Increases would be at cost only, and would not entertain increase to unemployment rate.

Question 7: What is the estimated volume of ITB #2018-33, either by Positions on Pages 17 – 19 by Number of Employees Need, Total Hours Per Year of Total Dollars Per Year?

Answer 7: The Town estimates:

Services - 3-4 employees at 30 hrs/week for 48 weeks.

Grounds/Parks – one employee, year round except for holidays and weekends.

Question 8: How do we arrange a pre-award safety inspection of the bidder's facility?

Answer 8: Project Manager would coordinate with awarded vendor(s).

Question 9: On the "BIDDER INFORMATION AND CERTIFICATION," SECTION on Page 21 do you want the corporate or local office address?

Answer 9: The corporate address should be shown on the Bid Proposal Page (page 21); local information and representative can be listed on page 22.

Question 10: Do I understand that response to the Bid is Pages 21 – 25 and the supporting documents requested on those pages?

Answer 10: That is correct.

Question 11: On the Pricing Section on Page 21 at Option will these workers be driving on Public Roads?

Answer 11: Would be dependent on need. As a general rule no.

Question 12: Do you currently outsource these positions?

Answer 12: No. Staffing is augmented by hiring temporary laborers as required to complete work.

Question 13: If so, how much did you spend on outsourcing each year?

Answer 13: We currently do not outsource, only supplement work assignments with temporary labor. Total previous expenditure for all temporary laborer positions in FY 17 was \$63,359.45

Question 14: How many workers do you need for each position?

Answer 14: Please refer to answer 7. Contingent on work requirements for project at time.

Question 15: How many days will each position work in a year?

Answer 15: Contingent on work requirements for project at time. Please refer to answer 7.

Question 16: What are your current pay rates for each position?

Answer 16: We currently do not outsource, only supplement work assignments with temporary labor. Total previous expenditure for all temporary laborer positions in FY 17 was \$63,359.45. The Town has historically paid between ten and twelve dollars per hour.

Any questions concerning this document should be addressed to the undersigned Purchasing Manager via facsimile to (561) 835-4688 or e-mail to: solicitations@townofpalmbeach.com

Dean Mealy, Purchasing Manager

All Proposers shall acknowledge receipt of this addendum by annotating the Schedule of Bid Items/Proposal signature page with the addendum number and completing the following section and returning with the Proposal Documents to verify receipt.

Company Name: _____

Address: _____

City, State, and Zip Code: _____

Authorized Signature:

Print Name and Title:

Telephone: _____ Date: _____

Email: _____



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

DATE: November 10, 2021

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. 2021-58 authorizing a Piggyback Agreement with Core & Main, LP

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 July 10, 2021, the City of Boynton Beach entered into an Agreement with 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.

Staff recommends the Town enter into an 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 agreement. 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.

Attached are the following documents:

- **Resolution No. 2021-58** Authorizing the Entry by the Town into an Agreement with Core & Main, LP. for purchase of brass fittings and accessories utilizing the City of Boynton Beach's Annual Supply of Brass Fittings and Accessories Contract Bid # 083-1412-21; Authorizing the Town Manager to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreement.



155 F Road Loxahatchee Groves, FL 33470

- **Bid Tabulation:** The bid tabulation showing the City of Boynton Beach's award for BID # 083-1412-21 for all contract items pursuant to the Annual Supply of Brass Fittings and Accessories awarded to Core & Main, LP.

Recommendations:

Move that Town Council adopt **Resolution No. 2021-58** authorizing the Agreement with Core & Main, LP. for purchase of brass fittings and accessories utilizing the City of Boynton Beach's Annual Supply of Brass Fittings and Accessories Contract Bid # 083-1412-21.

RESOLUTION NO. 2021- 58

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 _____, 2021, 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: _____

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,

A handwritten signature in black ink that reads "Mara Frederiksen". The signature is written in a cursive, flowing style.

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
1101 W. 17th Street
Address: 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: 165.225.223.77

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. Equivalentents 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 Kelty	Erin.Kelty@icecd.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.

☒ I/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, 20121; 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: Name: <u>Core & Main LP</u> Address: <u>1101 W. 17th Street</u> CITY, State, Zip: <u>Riviera Beach, FL 33404</u> Telephone No.: <u>561-848-4396</u> Fax No.: <u>561-845-7267</u> Email Address.: <u>susan.reed@coreandmain.com</u>	<u>Check One</u> 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:
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

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 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 ☐ 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 inquiries?
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
FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

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

SIGNATURE

Susan Reed

PRINT NAME

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>	X <u> </u>
Yes	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:

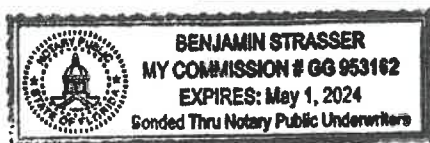
- 1) She is Municipal Sales Coordinator of Core & Main LP, the proposer that
 (Title) (Name of Corporation or Integrator)
 has submitted the attached ITB:
- 2) She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
- 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:		
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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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ 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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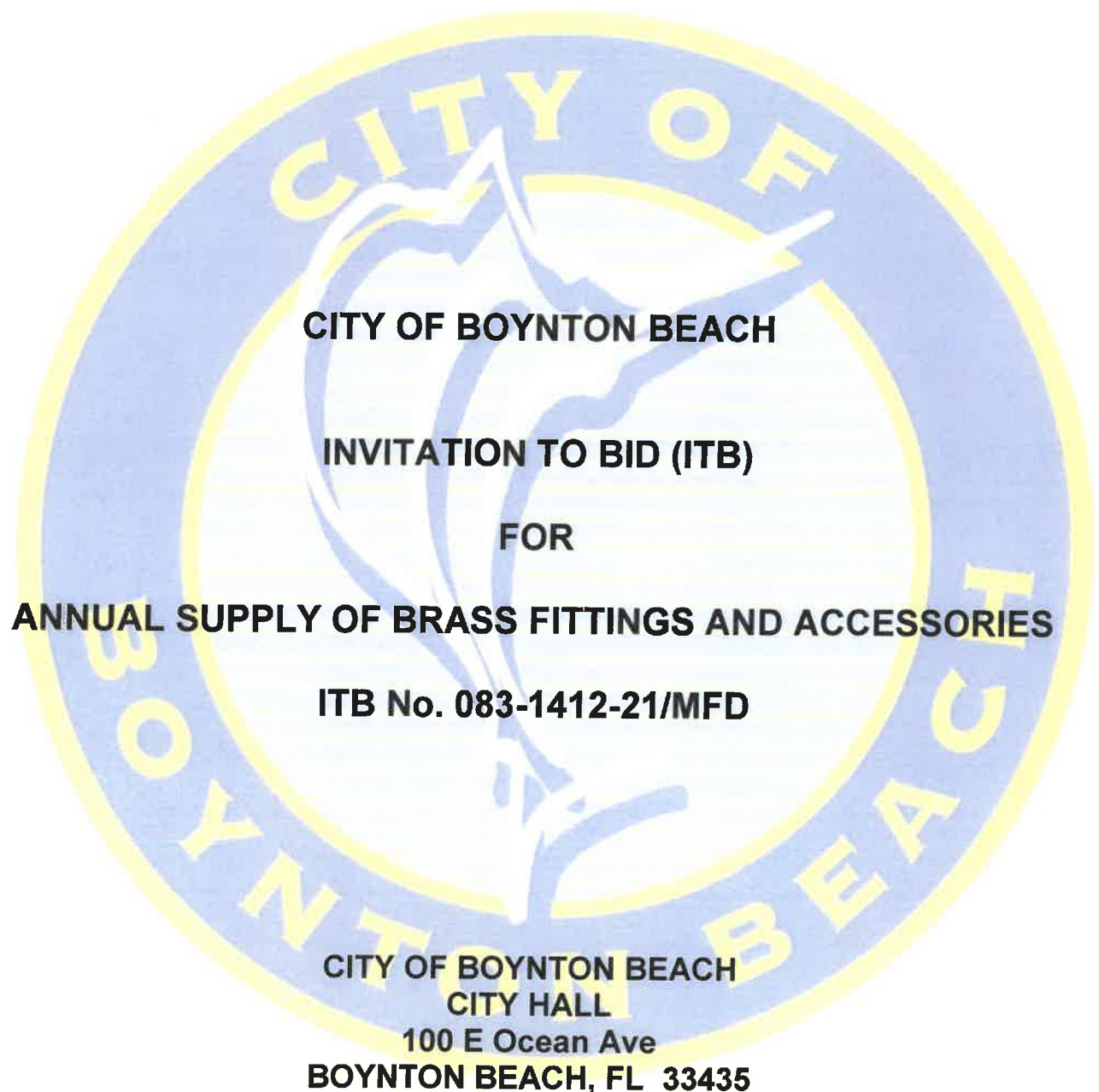
ADDITIONAL COVERAGE SCHEDULE

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



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.: _____

Check One

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
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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):

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
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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
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"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	INLCUDES 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
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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.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Mayor and Councilmembers
FROM: Francine Ramaglia, Assistant Town Manager
VIA: James Titcomb, Town Manager
DATE: November 16, 2021
SUBJECT: Extension of Lobbying & Consulting Agreement

Background:

Council originally approved Geoffrey B. Sluggett & Associates, Inc as the Town's lobbyist on November 7, 2018, providing for 2 one-year renewals which have recently been completed. Based on discussion at the November 2nd Council meeting, the Town seeks to extend the agreement for an additional 5 months through April 7, 2022.

Attached are the following documents:

- Resolution No. 2021-59 Authorizing Extension of Lobbying & Consulting Agreement
- Extension of Lobbying & Consulting Agreement

Recommendations: Staff recommends that Council approve Resolution No. 2021-59 authorizing extension of the agreement with Geoffrey B. Sluggett & Associates, Inc. through April 7, 2022.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-59

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING EXTENSION OF AN AGREEMENT WITH GEOFFREY B. SLUGGETT & ASSOCIATES, INC. FOR LOBBYING SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a lobbyist for various matters; and

WHEREAS, the Town has an existing contract with Geoffrey B. Sluggett & Associates, Inc. (“Lobbyist”) for such purposes; and

WHEREAS, the Town the Lobbyist have agreed to extend the existing contract to cover the upcoming Legislative session; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Extension of Lobbying and Consulting Services Agreement.

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 Extension of the Agreement with Geoffrey B. Sluggett & Associates, 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	☐	☐	☐
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:

Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Elizabeth Lenihan, Town Attorney

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Margaret Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles

EXTENSION OF LOBBYING AND CONSULTING SERVICES
AGREEMENT

This extension agreement (“Extension Agreement”) of the Lobbying and Consulting Services Agreement (the “Agreement”) dated November 7, 2018, is entered into as of this ___ day of _____, 2021 between the Town of Loxahatchee Groves, a Florida municipal corporation (“the Town”) and Geoffrey B. Sluggett & Associates, Inc., a Florida For-Profit Corporation (the “Consultant”).

W I T N E S S E T H:

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

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

WHEREAS, the Consultant and the Town agreed to exercise the second renewal option of the Agreement on December 1, 2020 (the “Renewal”), incorporated herein by reference; and

WHEREAS, pursuant to the Agreement, as amended, the City and Consultant desire to extend the Agreement for five (5) months, through April 7, 2022.

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

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

2. **Extension Term.**

The Term of the Agreement shall be extended for five (5) additional months. The extension shall commence on November 8, 2021, and expire on April 7, 2022.

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

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

ATTEST:

Town of Loxahatchee Groves

Lakisha Q. Burch, Town Clerk

By: _____
Robert Shorr, Mayor

Approved as to Form:

Elizabeth Lenihan, Town Attorney

Consultant:

ATTEST:

Geoffrey B. Sluggett & Associates, Inc.

Print Name: _____

By: _____
Geoffrey B. Sluggett, President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2021, by Geoffrey B. Sluggett, as President, of Geoffrey B. Sluggett & Associates, Inc., a corporation authorized to do business in the State of Florida, on behalf of the corporation. He ___ is personally known to me or ___ has produced _____ as identification.

Notary Public-State of Florida

Name Typed, Printed or Stamped

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

DATE: November 16, 2021

SUBJECT: Presentations from Educational Team in Loxahatchee Groves

The following representatives have requested to make a presentation to Council for a few minutes each:

- Marcia Andrews, Palm Beach County School Board Member for District 6
- John “Jay” Boggess, Chief of Staff for Superintendent Mike Burke, PBC School District
- Rich Myerson, Principal, Loxahatchee Groves Elementary School
- Kim Lancaster, Dean Academic Affairs, Palm Beach State College, Loxahatchee Groves Campus

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

DATE: November 16, 2021

SUBJECT: Government Affairs Update

Mary McNicholas has requested to make a brief presentation to Council.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of the Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

DATE: November 16, 2021

SUBJECT: Consideration of Ordinance 2021-15 Regarding Adoption of the Florida Building Code and Local Amendments

Background

The Town entered into a contract with SAFEbuilt to provide “turnkey” building and code services, replacing the interlocal agreement with Palm Beach County for building permitting and inspections. In order for the Town to establish its own permitting and inspection’s function, it must first adopt the Florida Building Code and any local amendments allowed by Section 553.73(4)(a), Florida Statutes.

The local amendments included in the ordinance are generally those adopted by Palm Beach County, and we have included by reference certain Town codes significant to the building function such as Agricultural Uses, Floodplain Management, Tree Mitigation and Land Clearing.

The code is being brought back for second hearing no later than December 21, 2021 as the Town’s interlocal agreement with Palm Beach County terminates on January 3, 2022.

Recommendation

Move that Town Council adopt **Ordinance 2021-15** regarding adoption of the Florida Building Code and Local Amendments on first reading.

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ORDINANCE NO. 2021-15

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING ARTICLE I “GENERAL” OF CHAPTER 10 “BUILDINGS AND BUILDING REGULATION”; REGARDING ADOPTION OF THE FLORIDA BUILDING CODE AND LOCAL AMENDMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the Town desires to formally adopt the Florida Building Code as the regulatory code for building within the Town; and

WHEREAS, the Town desires to amend and supplement the Florida Building Code through the adoption of local amendments thereto as authorized by Section 553.73(4)(a), Florida Statutes; and

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

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

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

Section 2. The Town of Loxahatchee Groves hereby amends Article I “General” of Chapter 10 “Buildings and Building Regulation” to read as follows:

Sec. 10-1. –Florida Building Code.

The *Florida Building Code* and the *National Electrical Code* adopted in the Florida Statutes, as may be amended from time to time, are adopted and incorporated herein as the applicable building code for The Town of Loxahatchee Groves, Florida. Pursuant to the Florida Building Code, the town has enacted additional local administrative and general provisions that shall be applicable throughout the town’s jurisdiction. References to “the Code”, “Chapters”, “Articles”, “Sections”, “Divisions”, and “Rules” throughout this Article shall refer to the Florida Building Code and a copy is on file in the office of the town building official.

Sec. 10-2. – Local Amendments.

Chapter 1 Scope and Administration
PART 1—SCOPE AND APPLICATION

SECTION 101 GENERAL

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters, code officials, and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code, except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system, or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no Building Division employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28 Florida Statutes, as may be amended or replaced.

101.4 Referenced codes. The codes listed in Sections 101.4.1 through 101.4.12 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. The provisions of this code shall apply to all property within the Town of Loxahatchee Groves, including but not limited to filling, grading, site improvements, utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities, including those that are otherwise exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

101.4.10 Article 65 – Agricultural Uses. The Town of Loxahatchee Groves Unified Land Development Code (ULDC) shall be considered part of the requirements of this code relative to agricultural uses. Conflicting requirements between the Florida Building Code and Article 65 of the ULDC shall be resolved in favor of the stricter provision. The provisions of this section shall apply to all property within the Town of Loxahatchee Groves. No person may be provided regulatory relief for agricultural uses unless the provisions of Article 65 have been addressed.

101.4.11 Article 87 - Native Tree Preservation And Invasive Exotic Removal. The ULDC shall be considered part of the requirements of this code relative to native tree preservation, invasive exotic removal, and land clearing. Conflicting requirements between the Florida Building Code and Article 87 of the ULDC shall be resolved in favor of the requirement that offers the greatest degree of native tree preservation and stabilization of exposed soil surface areas. The provisions of this section shall apply to all property within the Town of Loxahatchee Groves. No person may conduct a tree removal operation or grubbing or speculative clearing of lots without a permit.

101.4.12 Article 175 – Floodplain Management. The ULDC shall be considered part of the requirements of this code relative to flood control. Conflicting requirements between the Florida Building Code and Article 175 of the ULDC shall be resolved in favor of the requirement that offers the greatest degree of flood damage prevention or alternatives that would provide an equivalent degree of flood damage prevention and an equivalent method of construction. The provisions of this section shall apply to all property within the Town of Loxahatchee Groves. No person may proceed with permitting of any kind unless the provisions of Article 175 have been addressed.

101.5 Building Official. Whenever, the building official is mentioned in this code, it is also intended to mean the building official's designee, wherever applicable.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 BUILDING DIVISION

103.1 Creation of enforcement agency. The Building Division is hereby created and the official in charge thereof shall be known as the building official. All code officials employed by the division shall be certified in accordance with Chapter 468, Florida Statutes.

103.2 Appointment. The building official shall be appointed by the town council.

103.3 Deputies. In accordance with the prescribed procedures of the town and with the concurrence of the town council, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners, code enforcement officers and other employees. Such employees shall have powers as delegated by the building official, including the authority to issue stop work orders.

103.4 Restrictions on employees. An employee connected with the division shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he/she is the owner of such. An employee shall not engage in any other work which is inconsistent with his/her duties, or conflicts with the interests of the division, or which violates Florida Statutes Section 112.313(7)(a) or the Palm Beach County Code of Ethics.

SECTION 104 DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the erection, alteration, demolition and moving of buildings and structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the building official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the building official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the building official shall require the building to meet the requirements of Sections 1612 or R322 of this code, and ULDC Article 175, Flood Damage Prevention.

104.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the town council.

104.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry.

104.6.1 Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate

the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

104.6.2 When the building official obtains a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this code.

104.7 Department records. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

104.8 Liability. The building official, any board member or employee charged with the enforcement of this code, while acting for the town in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer, employee or board member because of an act performed by that officer, employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the town until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department.

104.11 Alternative materials, design and methods of construction and equipment. The

provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability, level of sanitation, and safety. The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative. Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the town. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

104.12 Requirements not covered by this code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the building official.

SECTION 109 FEES

109.2 Schedule of permit fees. A fee for each required permit shall be paid as required, in accordance with the schedule adopted by Resolution of the Town Council.

109.4 Work commencing before permit issuance. Any person who commences any work that requires a permit before obtaining such permits shall be in violation of this article. Violations of this article are subject to enforcement pursuant to Section 553.79, F.S., Chapter 14 of the Loxahatchee Groves Code, and Chapter 1 of the Florida Building Code, as adopted herein.

109.6 Refunds. Permit fees are non-refundable, except pursuant to Section 145-025 of the Loxahatchee Groves Code and Section 553.792, F.S.

SECTION 113 - APPEALS OF DECISIONS OF THE BUILDING OFFICIAL

113.1 Appeals. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the building official whenever any one of the following conditions are claimed to exist:

113.1.1 The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.

113.1.2 The provisions of this code do not apply to this specific case.

113.1.3 That an equally good or more desirable form of installation can be employed in any specific case, which the building official has rejected or refused.

113.1.4 The true intent and meaning of this code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

113.2 Procedures.

113.2.1 Enforcement Appeals. Appeals to the building official's enforcement of Florida Statutes, the Florida Building Code, or the Town's local amendments may be made to the special magistrate authorized to hear code enforcement cases for the town. A written notice of appeal shall be submitted to the town manager within thirty (30) calendar days after a written decision is rendered by the building official. Appeals shall be on a form provided by the town upon request. Upon receiving a notice of appeal, the town manager shall schedule a hearing of the special magistrate within thirty (30) calendar days which shall be noticed and held in accordance with Chapter 14, Loxahatchee Groves Code.

113.2.2 Interpretation Appeals. Appeals related to the building official's interpretation of Florida Statutes or the Florida Building Code may be made to the Florida Building Commission. Appeals related to the building official's interpretation of Florida Statutes, the Florida Building Code, or the Town's local amendments may be appealed to the Palm Beach County Construction Board of Adjustment and Appeals, so long as an Interlocal Agreement exists between the Town and the County for such purpose. A written notice of appeal shall be submitted to the Palm Beach County Construction Board of Adjustment and Appeals or the Florida Building Commission within thirty (30) calendar days after a written decision is rendered by the building official. Appeals shall be in the format required by the respective agency and per F.S. Section 553.75. A copy of the appeal and the case number provided by the respective agency shall be provided to the Town of Loxahatchee Groves by the appellant.

113.3. Unsafe or dangerous buildings, structures, equipment or service systems. In the case of a building, structure, equipment or service system, which in the opinion of the building official, is unsafe, unsanitary or dangerous, the building official may, in the order, limit the time for such appeals to a shorter period.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in Article 175 of the ULDC shall apply to requests submitted to the building official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building.

SECTION 118 CONFLICTS AND SEVERABILITY

118.1 Conflicts. Unless otherwise set forth in this article, where there is a conflict between the provisions of the Florida Building Code and this article, the provisions that are most stringent shall prevail.

118.2 Severability. If any section, subsection, sentence, clause or phrase of this code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining provisions of this code.

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

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

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

Councilmember _____ offered the foregoing ordinance. Councilmember _____ 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, COUNCILMEMBER	☐	☐	☐

Ordinance No. 2021-__

PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
MARIANNE MILES, COUNCILMEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __ DAY OF _____, 2021.

Councilmember _____ offered the foregoing ordinance. Councilmember 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, COUNCILMEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
MARIANNE MILES, COUNCILMEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS _____ DAY OF _____, 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Marge Herzog

Councilmember Phillis Maniglia

Councilmember Marianne Miles

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 7

TO: Mayor and Councilmembers
FROM: James Titcomb, Town Manager
DATE: November 16, 2021
**SUBJECT: Essential Services Temporary Use ULDC Text Amendment
Ordinance No. 2021 – 14**

Background:

See attached Staff Report from Jim Fleischmann.

Recommendations: Staff recommends that Council approve Ordinance No. 2021-14 on First Reading.

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**Town Council Staff Report:
Essential Services Temporary Use ULDC Text Amendment;
Ordinance 2021 – 14**

PREPARED By: Jim Fleischmann

November 16, 2021

SUBJECT:

Revision of the ULDC to allow Essential Services Support Uses as permitted temporary accessory uses in the CL and CLO zoning districts.

BACKGROUND:

The Town has received an inquiry from the current owners of the “Day Property” to temporarily lease a portion of the property to an FPL subcontractor, IRBY Construction, while they are working on undergrounding and building power lines within the Town and surrounding areas. The proposal is to store equipment and materials and have an office trailer on the property during the lease term.

Upon review of the proposal staff has determined that the use would be termed an “essential services support use” and require an amendment of the Town’s ULDC.

CURRENT ACTIVITY:

In order to review and permit the proposed use, staff has crafted Ordinance 2021-14 which contains the following ULDC amendments:

1. Addition of an Accessory Uses Section in Article 25 *Commercial Zoning Districts* Section 25 *Permitted Uses* in the CL and CLO zoning districts to create Essential Services Support Uses as permitted accessory uses subject to Article 80 *Conditional Uses*.
2. Addition of Section 80-045 *Essential Services Support Use* to define the application, review and approval process necessary to gain Essential Services Support Use approval.

ATTACHMENT: Ordinance 2021-14

STAFF RECOMMENDATION: Approval of Ordinance 2021-14 on First Reading.

TOWN OF LOXAHATACHEE GROVES

ORDINANCE NO. 2021-14

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING ARTICLE 25 COMMERCIAL ZONING DISTRICTS SECTION 25-015 PERMITTED USES TO ADD AN ACCESSORY USE TABLE TO INCLUDE ESSENTIAL SERVICES SUPPORT USE AS A PERMITTED ACCESSORY USE IN THE COMMERCIAL LOW (CL) AND COMMERCIAL LOW OFFICE (CLO) DISTRICTS SUBJECT TO ARTICLE 80 CONDITIONAL USES; AND AMENDING ARTICLE 80 CONDITIONAL USES TO ADD SECTION 80-045 ESSENTIAL SERVICES SUPPORT USE, ALL OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town.

WHEREAS, the Town Council of Loxahatchee Groves, Florida, believes it is in the best interest of the Town to amend Article 25 Commercial Zoning Districts, Section 25-015 Permitted Uses to add an accessory use table to include Essential Services Support Use subject to Article 80 and to amend Article 80 Conditional Uses to add Section 80-045 Essential Services Support Use of its adopted Unified Land Development Code (“ULDC”); and

WHEREAS, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for the amendment of Article 25 Commercial Zoning Districts, Section 25-015 Permitted Uses to add an accessory use table to include Essential Services Support Use subject to Article 80 and the addition of Article 80 Conditional Uses, Section 80-045 Essential Services Support Use of its adopted ULDC; and

WHEREAS, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance amending the ULDC to add an accessory use table to permit “Essential Services Support Use” as a permitted accessory use in Article 25 Commercial Zoning Districts Section 25-015 subject to Article 80 and to create a new Section 80-045 to be entitled “Essential Services Support Use” in Article 80 Conditional Uses to provide regulations for such use, is consistent with the Town’s Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners and residents.

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

Section 1: That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2: That the Town Council of the Town of Loxahatchee Groves, hereby amends the Town’s Unified Land Development Code (ULDC) as set forth in Attachment “A”, incorporated herein by reference, to add an accessory use table to permit “Essential Services Support Use” as a permitted accessory use in Article 25 Commercial Zoning Districts, Section 25-015 subject to Article 80 and to amend Article 80 Conditional Uses to create a new Section 80-045, entitled “Essential Services Support Use”.

Section 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

Section 4: Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that this Ordinance shall become and be made part of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida, that the sections herein may be renumbered, re-lettered, and the word “Ordinance” may be changed to “Section”, “Article” or such other word or phrase in order to accomplish such intention.

Section 6: Effective Date. This ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 16th DAY OF NOVEMBER, 2021.

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

follows	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARGE HERZOG, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING,
THIS ____ DAY OF DECEMBER 2021.**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Robert Shorr, Mayor

Lakisha Burch, Town Clerk

Laura Danowski, Vice Mayor

APPROVED AS TO LEGAL FORM:

Phillis Maniglia, Council Member

Town Attorney

Marge Herzog, Council Member

Marianne Miles, Council Member

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Attachment A – ULDC Amendments

Note: Language shown as underlined is an addition to current ULDC text. Language shown as ~~struck through~~ is a deletion of current ULDC text.

Article 25 Commercial Zoning Districts, Section 25-015. – Permitted uses, is amended by adding thereto an Accessory Uses table to read as follows:

<u>Accessory Uses</u>	<u>Commercial Low (CL)</u>	<u>Commercial Low Office (CLO)</u>
<u>Essential Services Support Use</u>	<u>Permitted subject to Article 80</u>	<u>Permitted Subject to Article 80</u>

Article 80 - Conditional Uses, Section 80-045, is amended to read as follows:

Section 80-045. - ~~Reserved.~~ Essential Services Support Use

(A) Issuance. Essential services are defined in Section 10.015, “Definitions”. Essential services support uses include temporary storage, staging and administrative uses associated with the construction, enhancement, and modification of essential services facilities located off-site. Essential services support uses may be permitted as an accessory use in the CL or CLO zoning district, subject to the limitations set forth in this section.

(B) Application. A conditional use application for an essential services support use shall be submitted to the town in accordance with article 110 “General application requirements” and section 155-010 “Submission requirements” and, in addition, shall include the following:

- (1) Descriptions of the essential services support use for which the conditional approval is being sought and the off-site essential services project to be supported;
- (2) A site plan or site plan amendment application; and
- (3) Any additional information requested by town staff, as necessary to understand the scope of the proposed use and impacts to surrounding properties, facilities and infrastructure; including, but not limited to, hazardous substances, security, lighting, signage, traffic flow, and parking plans.

(C) Fees. Applicants shall, concurrent with submittal of the application, pay an application fee to the town. The application fee shall be the same as the cost recovery fee for site plan approval, as set by resolution of the town council. The fee will be nonrefundable even if the application is denied.

(D) Accessory Use Review Criteria. For properties with a permitted or approved use. Each essential services support use shall be deemed accessory thereto and shall not:

- (1) Generally produce an intensity of use which exceeds the permitted or approved use alone; and
- (2) Specifically, generate vehicular traffic which exceeds the permitted or approved use alone.

(E) Procedure. The approval authority for an essential services support use is with the town council, with due public notice prior to approval, in accordance with this subsection.

- (1) The application will be reviewed by town staff for consistency with this section and with the requirements in Section 155-020.
- (2) Notice per Section 115-010.
- (3) Quasi-judicial public hearing per Article 120.
- (4) Approval by town resolution.

(F) Conditions of use

- (1) The essential services support use shall comply with any conditions of approval previously assigned to the property or imposed by the town approval resolution.
- (2) All improvements and alterations to the property must be removed and the property restored to its original condition upon termination or expiration of the conditional use approval. The property owner may be required to provide a surety bond guaranteeing its performance under this paragraph. If required, the surety bond must be from a company with a Best's rating of AAA and in a form and amount acceptable to the town attorney in his or her sole discretion.
- (3) The property owner must sign a written agreement with the town describing the scope of the essential services support use, restrictions on such use and other terms and conditions as the town may reasonably determine necessary for its protection. If a surety bond is required, the requirements for the bond shall be addressed in the written agreement. The agreement will include a specific effective date and expiration date for the essential services support use, as determined by the town council. Failure to sign the written agreement will be grounds for denial of the application.
- (4) Except for such shorter time limitations as may be specifically set by the town council, an essential services support use approval authorized under this section shall not exceed a term of two (2) years.
- (5) Any temporary structures must comply with all applicable codes and permit requirements. No temporary structures shall be used for living quarters.

(D) Site plan amendment. If the applicant is seeking any change to the physical layout or footprint of the site or an approved site plan, a site plan or site plan amendment application shall be submitted with the conditional use application. Any site plan or site plan amendment approved as part of an essential services support use shall be valid only during the term of the essential services support use and shall not affect any other

approvals on the property, other than as stated in the essential services support use approval.

(E) Transferability. Each essential services support use approval shall only be applicable to the current owner of the property for the specific use described therein and such approval shall not be assigned, conveyed or transferred to any third party or person, without the approval of the town council.

(F) Expiration of term.

- (1) At the conclusion of the term approved by the town council, including any extension thereof, such essential services support use approval shall expire, and the owner shall terminate such use. Failure to terminate the essential services support use shall subject the owner to appropriate legal action, including mandatory injunctive relief, and the reasonable costs incurred by the town in enforcing this subsection, including attorneys' fees at all administrative, trial and appellate levels. Upon the issuance of a court order from a court of competent jurisdiction awarding attorneys' fees and/or costs, such costs shall become a lien on the property of the owner if unpaid after 30 days following the entry of the order.
- (2) Prior to the expiration of an essential services support use approval, the property owner may submit an application to have the term of the approval renewed for an additional term of two (2) years. The application for renewal shall be the same as the initial application and the same application fee shall be paid to the town. The renewal application shall be reviewed by the town staff consistent with the conditions and requirements of the initial petition and approved by the town council. A renewal will not be granted if the town terminated the initial approval due to a violation of the approval condition(s), the written agreement or applicable law.

(G) Termination. The town council may terminate the essential services support use approval at any time for violation of the approval conditions, the written agreement or applicable law. Prior to termination, the town must provide the applicant with thirty (30) days written notice of the violation and the town's intent to terminate the approval and conduct a quasi-judicial public hearing regarding such termination.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 8

TO: Town Council

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

DATE: November 16, 2021

SUBJECT: Interlocal Agreement with Solid Waste Authority for Blighted and Distressed Property Clean-Up and Beautification Grant Award of \$331,875

Background:

The Town applied for and was awarded the Solid Waste Authority's ***Blighted and Distressed Property Clean-Up and Beautification Grant Program*** to fund Okeechobee Blvd Intersection Enhancements. It is of note that the amount awarded to the Town for this project is close to 50% of the Solid Waste Authority's total grant program funding of \$750,000 for this year.

The purpose of the Town's application was to undertake an initiative to address misuse of roadside areas along Okeechobee Blvd with site improvements including five monument signs and five shelters for pedestrians, trash and recycling receptacles, and landscaping at ten locations at key intersections (see attached grant application and description).

In order to participate in the program, the Town must execute the accompanying interlocal agreement and grant agreement with a term ending November 30, 2022. Further, the Town must obtain any necessary permits from Palm Beach County for use of right of way with 120 days of executing this document.

Recommendations:

Move to approve ***Resolution No. 2021-60*** execute the attached interlocal agreement with Palm Beach County Solid Waste Authority for \$331,875 awarded to the Town under the Blighted and Distressed Property Clean-Up and Beautification Grant Program.

RESOLUTION NO. 2021- 60

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN INTERLOCAL AGREEMENT WITH SOLID WASTE AUTHORITY OF PALM BEACH COUNTY FOR A BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Solid Waste Authority of Palm Beach County (Authority) is offering Blighted and Distressed Property Clean-up and Beautification Grant (Grant) funds for projects and communities that meet certain criteria; and

WHEREAS, the Town of Loxahatchee Groves (Town) applied for such Grant funds for installation of five (5) monument signs and five (5) shelters at ten (10) locations within the Town, at intersections with continual illegal dumping (Project); and

WHEREAS, the Authority has awarded Grant funds to the Town for the Project; and

WHEREAS, Town and Authority desire to enter into an Interlocal Agreement for the use of the Grant funds for the Project; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Interlocal Agreement with the Solid Waste Authority of Palm Beach County.

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 approves the Interlocal Agreement with the Solid Waste Authority of Palm Beach County, attached hereto as Exhibit "A". The Mayor is authorized to execute any and all documents to implement the Town's use of the Grant funds awarded under the Interlocal Agreement, 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 MEMEBER ☐ ☐ ☐

**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

Elizabeth Lenihan, Town Attorney

Council Member Marianne Miles

Council Member Phillis Maniglia

**INTERLOCAL GRANT AGREEMENT
BY AND BETWEEN**

**TOWN OF LOXAHATCHEE GROVES
AND
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

(Blighted and Distressed Property Clean-Up and Beautification Grant)

THIS INTERLOCAL GRANT AGREEMENT ("the Grant Agreement") is made and entered into this ____ day of _____, 2021, by and between the Solid Waste Authority of Palm Beach County, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter (the "Authority") and Town of Loxahatchee Groves, a Florida Municipal corporation, hereinafter (the "Applicant"), by and through its duly authorized Board.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Authority's Governing Board has appropriated in the Authority's adopted 2021/2022 fiscal year budget funds for Blighted and Distressed Property Clean-up and Beautification Grants; and

WHEREAS, this Interlocal Grant Agreement is intended to assist in the cleanup and beautification of distressed, blighted, or otherwise impacted public properties within both the unincorporated and incorporated areas of Palm Beach County; and

WHEREAS, this Grant is provided as an incentive to improve the quality of life and provide a safer, healthier, and more aesthetically pleasing environment for the residents of Palm Beach County; and

WHEREAS, the Applicant owns and controls the properties that are the subject of this Interlocal Grant Agreement located at the rights-of-way within the boundaries of the Applicant, and referred to hereinafter as (the "Property"); and

WHEREAS, the Property is in a state of disrepair, is visible to the surrounding community, and attracts nuisances, including illegal dumping, littering and criminal activity to the detriment

of the surrounding community; and

WHEREAS, the Applicant wishes to install five (5) monument signs and five (5) shelters at ten (10) locations intersections with continual illegal dumping (the “Project”); and

WHEREAS, the Authority is the agency responsible for providing solid waste disposal and recycling programs for Palm Beach County and desires to assist the Applicant by defraying the cost of the construction and installation of the Project through the provision of this Grant.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the Authority and Applicant agree as follows:

1. Incorporation of Facts

The facts and background set forth above in the Preamble to this Agreement are true and correct and incorporated into and made a part of this Grant.

2. Purpose

The purpose of this Grant Agreement is to set forth the respective duties, rights and obligations of the parties relating to the Authority’s provision of this Grant and the Applicant’s performance of the Project.

3. Contract Representatives and Monitors

The Authority’s Contract Representative and Monitor during the execution of the Project shall be John Archambo, Director of Customer Relations, or his designee, whose telephone number is (561) 697-2700. The Applicant’s Contract Representative and Monitor shall be Francine Ramaglia, whose telephone number is (561) 277-2153.

4. The Project

- A. Install five (5) monument signs and five (5) shelters totaling ten (10) locations,
- B. Town staff will provide necessary maintenance after project completion.

5. Effective Date and Term

This Grant Agreement shall take effect upon execution by the parties and shall remain in full force and effect until November 30, 2022.

6. Conduct of the Project

- A. The Applicant shall be solely responsible for all aspects of the Project, including but not limited to securing funding, securing all permits and approvals, procuring all labor and materials, and maintaining the Property consistent with the intent of this Grant Agreement for its full term.

- B. The Applicant agrees to comply with all applicable local, state, and Federal laws, rules, and regulations.
- C. The Authority shall only, without exception, be responsible for providing the Grant funding in the amounts and upon the Project milestones identified herein.
- D. Applicant agrees that it shall endeavor to complete the Project within 12 months from the date of execution of this Grant Agreement. The Applicant may request an extension(s) beyond this period for the purpose of completing the Project. The Authority agrees that it may not unreasonably refuse Applicant's request for an extension(s) as long as the Applicant is diligently pursuing the completion of the Project.
- E. Prior to commencement of the Project, Applicant shall submit a final project schedule to include starting and completion dates. The Authority shall review all documents within ten (10) business days of receipt. If the Authority does not respond within the ten (10) day period, then the Applicant may proceed as if the Authority had no comments or objections.

7. Funding

The Authority shall disburse Grant funds in the amount of \$ 331,875.00 as follows:

- A. Upon execution of this Grant Agreement the Applicant shall have 120 calendar days to obtain and provide to the Authority all permits required to construct the Project, at which time the Authority shall disburse to the Applicant a check equal to 50% of total Grant award. This 120-day period may be extended by mutual agreement of both parties to this Grant Agreement.
- B. Upon Project completion and verification by the Authority, the remaining 50% of total Grant award shall be disbursed within 20 days of written request by Applicant.

Applicant is solely responsible for providing all other funds necessary to complete the Project. The Authority shall not have an obligation to provide additional funding beyond the dollar amount set forth in this Grant Agreement.

8. Ownership and Maintenance of the Project

Applicant hereby represents and warrants that it is the fee simple owner of the Property and that the Property is unencumbered and free and clear of other interests, of any type or character. In the event any liens or encumbrances are filed or recorded against the Property, the Applicant shall immediately take all necessary steps, at its sole cost and expense, to clear and remove all such liens, interests, or encumbrances. The Applicant represents and warrants that it has full legal authority to enter into this Grant Agreement. The Applicant further warrants that it has the financial ability to maintain the Property as specifically intended and required under this Grant Agreement.

- A. The Applicant shall be solely responsible for all necessary costs, expenses, fees, charges, and all other liabilities of any type related to the execution and maintenance of the Project consistent with the intent of this Grant Agreement.
- B. The Applicant shall maintain the Property for the entire duration of this Grant Agreement in order to prevent the Property from reverting back to its previous state. In its application, Applicant provided a plan for maintaining the Property consistent with the intent of this Grant Agreement and the Applicant will faithfully execute that plan.
- C. The rights and duties arising under this Grant Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, this Grant Agreement shall not be assigned without the prior written consent of the Authority, and any such assignment without the prior written consent of the Authority shall constitute grounds for termination of this Grant Agreement for cause.

9. Access and Audit

Each party will maintain all books, records, accounts, and reports associated with this Grant Agreement for a period of not less than five (5) years after the later of the date of termination or expiration of this Agreement. All said records will be available to the other upon request. In the event claims are asserted or litigation is commenced related to or arising out of the performance of this Agreement, each party agrees that it will maintain all records relating to the Project and the Property until the other party has disposed of all such litigation, appeals, claims, or exceptions related thereto.

10. License and Permit

The Applicant hereby grants to the Authority an irrevocable license and permit to access the Property, surrounding roadways, walkways, and any other means of ingress and egress to the Property for the purpose of ensuring compliance with this Grant Agreement for the duration of this Grant Agreement. The Parties each acknowledge that good and valuable consideration has been received to maintain such irrevocable license for the duration of this Grant Agreement.

11. Insurance

- A. Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., each party acknowledges that it is either insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such other sovereign immunity waiver limits that may change as set forth by the State Legislature at the time of such occurrence.
- B. The Applicant agrees to maintain or to be self-insured for Workers' Compensation &

Employers' Liability insurance in accordance with Chapter 440, Florida Statutes.

- C. When requested, each party shall provide to the other, an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status.
- D. Compliance with the foregoing requirements shall not relieve either party of its liability and other obligations under this Grant Agreement.
- E. The Applicant agrees to include no less than the above-stated insurance requirements as to type of coverage and dollar amount so as to meet the minimum requirements set forth above in all contracts related to the construction, use, or maintenance of the Project and the Property, and shall establish and maintain such coverage as a requirement for the issuance of any permit, license, or right to use or occupy the Project and Property unless this requirement is expressly waived in writing by the Authority's Contract Representative and Monitor with the approval of Authority's Department of Risk Management.

12. Public Entity Crimes

Applicant shall comply with Section 287.133(2)(a), F.S., as amended, which provides in pertinent part as follows:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. No Third-Party Beneficiaries

Except as specifically set forth and as limited herein, this Grant Agreement confers no rights on anyone other than the Authority and the Applicant and is not otherwise intended to be a third-party beneficiary contract in any respect. Nothing contained in this Agreement shall constitute the Authority's acceptance of any obligation or liability not otherwise imposed under this Grant Agreement or by law upon the Authority.

14. Termination

- A. In the event the Applicant fails to comply with any provision of this Grant Agreement, the Authority may exercise any and all rights available to it, including termination of

this Grant Agreement. The Authority will notify the Applicant of its noncompliance and provide the Applicant thirty (30) days, or such additional period granted by the Authority to cure the noncompliant event(s) or act(s). In the event the Applicant has not cured the noncompliant act(s) or event(s), or if the Applicant cannot cure the noncompliant act(s) or event(s), the Authority may terminate this Grant Agreement. If the Authority terminates this Grant Agreement for the Applicant's failure to cure under this provision, the Authority may require the Applicant to repay to the Authority the Grant funds that were provided by the Authority for the Project.

- B. The Authority may also terminate this Agreement for convenience, in whole or in part, at any time, by written notice of such termination to the Applicant should the Authority, in its sole discretion, determine that it is necessary to do so for any reason. The Authority shall notify the Applicant of its intent to terminate for convenience at least ninety (90) days in advance of the termination date by delivering notice of such to the Applicant specifying the extent of termination and the effective date. In the event the Authority terminates this Grant Agreement for convenience, the Applicant will be relieved of any obligation to repay the funds received from the Authority pursuant to paragraph 7 above. The Applicant affirms that the benefits promised to it under this Grant Agreement are adequate consideration to support not only its duties and obligations under this Grant Agreement, but also support the Authority's right to terminate this Grant Agreement for convenience and its limitation of remedies against the Authority to those specifically set forth herein, regardless of the harm, if any, caused by the Authority's termination of this Grant Agreement for convenience.
- C. Upon termination of this Grant Agreement as set forth herein, both the Authority and Applicant agree and acknowledge that their respective legal or equitable remedies against the other for termination of this Grant Agreement are expressly limited to those contained in this Grant Agreement. Notwithstanding the foregoing, the parties agree to comply with all applicable statutory dispute resolution procedures as provided under Florida law.

15. Office of the Inspector General

Palm Beach County has established the Office of the Inspector General pursuant to, Ordinance No. 2009-049, as amended, which is authorized and empowered to review past, present, and proposed County contracts, transactions, accounts, and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions, and powers set out in the Inspector General Ordinance as amended. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including, but not limited to, providing access to records relating to this Grant Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Applicant, its officers,

Commented [EL1]: There is no provision allowing the Town to terminate. For any reason. Is there a reason this project would not be completed? I suggest adding a termination provision, but it would likely include some possibility of return of funding. Let's discuss.

agents, employees, and lobbyists in order to ensure compliance with the Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of the Inspector General Ordinance, as amended, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

16. No Liability or Waiver of Sovereign Immunity

Neither party shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained in this Grant Agreement shall act or constitute a waiver of either party's sovereign immunity in excess of that waived by the Legislature in Section 768.28, F.S.

17. No Agency Relationship

Nothing contained herein is intended to nor shall it create an agency relationship between the Authority and the Applicant.

18. Remedies and Limitations of Liability

A. This Grant Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State Court of competent jurisdiction located in Palm Beach County, Florida.

B. The Authority and Applicant both acknowledge that their respective remedies against the other for termination of this Grant Agreement as set forth herein are limited solely to those in this Grant Agreement.

C. The Authority's remedies against the Applicant shall be limited to the recovery of any sums of money provided to it under this Grant Agreement. The Authority shall have no further or additional liability to the Applicant or any other person or entity arising from, or related in any way to this Grant Agreement, and in no event shall the Applicant's liability to the Authority, for any reason, exceed the total amount of this Grant Agreement.

D. The Applicant's remedies against the Authority shall be limited to the sum of money the Applicant has expended or is expressly liable for pursuant to a written contract entered into for the sole purpose of completing the Project itself, and not related, ancillary or adjunct matters. However, in no event shall the Authority's liability to the Applicant for any reason, exceed the total amount of this Grant Agreement.

19. Enforcement Costs

To the extent that enforcement of the Grant Agreement becomes necessary by either the Authority or the Applicant, each party shall bear their own attorney's fees, taxable costs, or any other costs related to such enforcement, including any form of alternative dispute resolution.

20. Notice

All written notices required under this Grant Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested, and if sent to the Authority shall be mailed to:

Mariana Feldpausch, CIS Operations Manager
Customer Information Services
7501 N. Jog Road
West Palm Beach, FL 33412

with copies to:

County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, FL 33401

and, if sent to the Applicant shall be mailed to:

Francine Ramaglia
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Each party may change its address upon notice to the other.

21. No Waiver

No waiver of any provisions of this Grant Agreement, or any amendment hereto, shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a future or continuing waiver.

22. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

23. Joint Preparation

The preparation of this Grant Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

24. Severability

Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Grant Agreement.

25. Entirety of Contract and Modifications

The Authority and Applicant agree that this Grant Agreement sets forth the entire agreement and understanding between the parties of their respective rights or obligations hereunder, including the intent of this Grant Agreement. There are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

26. Survivability

Provisions of this Grant Agreement which are of a continuing nature or impose obligations which extends beyond the term of this Grant Agreement shall survive its expiration or earlier termination.

27. Filing

A copy of this Agreement shall be filed by the Authority with the Clerk and Comptroller of the Circuit Court in and for Palm Beach County.

28. Commercial Nondiscrimination Policy

As a condition of entering into this Grant Agreement, the Applicant represents and warrants that it will comply with the Authority's Commercial Nondiscrimination Policy as described under Section 6.3 of the Authority's Purchasing Manual that is incorporated herein by specific reference. As part of such compliance, the Applicant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of contractors, subcontractors, vendors, suppliers, or commercial customers, nor shall the Applicant retaliate against any person for reporting instances of such discrimination. The Applicant shall provide equal opportunity for contractors, subcontractors, vendors, and suppliers to participate in all of its public sector and private sector contracting, subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Authority's relevant marketplace in Palm Beach County. The Applicant understands and agrees that a material violation of this clause shall be considered a material breach of this Grant Agreement and may result in termination of this Grant Agreement, disqualification, or debarment of the Applicant from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County and Town of Loxahatchee Groves have hereunto set their hands the day and year above written.

ATTEST:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: _____
Sandra Vassalotti, Clerk to the Board

By: _____
Daniel Pellowitz, Executive Director

(SEAL)

APPROVE AS TO LEGAL SUFFICIENCY

APPROVE AS TO TERMS AND CONDITIONS

By: _____
Howard J. Falcon, III
General Counsel

By: _____
John Archambo
Director, Customer Information Services

ATTEST:

TOWN OF LOXAHATCHEE GROVES

Lakisha Burch, Clerk

By: _____
Robert Shorr, Mayor

(SEAL)

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

Office of the Town Attorney

Approved by the Solid Waste Authority Board on October 13, 2021, Item 9.D.1.

Approved by the Town of Loxahatchee Groves on _____, 20__ Item _____



Town of Loxahatchee Groves
Okeechobee Blvd Intersection Enhancements

Town of Loxahatchee Groves

Okeechobee Blvd Intersection Enhancements for

SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION FY 2021-2022

September 15, 2021



Town of Loxahatchee Groves Okeechobee Blvd Intersection Enhancements

Sections are numbered to coincide with Section 2.0 of the Application Instructions

General Information (2.3.I)

Background

Several intersections along Okeechobee Blvd in the Town of Loxahatchee Groves have been subject to illegal dumping for an extended period of time. Town efforts to address the issue have included installation of signage and setting out trash receptacles. Although regular collection is performed, the congregation of persons along the roadside and proliferation of litter has been an ongoing concern. The proximity of these sites to the largest and most central east-west corridor in Town makes them accessible and visible, which may lend support to the mindset that they are “convenient” for dumping.

The appearance of these intersections may be taken for granted due to their rugged and rural character, and lone trash receptacles may be inviting continued dumping rather than discouraging it. The Town is proposing to enhance these intersections with covered shelters, seating, and landscaping in order to incorporate them as aesthetic features, improve their visibility to the community, create value in their appearance, and reduce the occurrence of illegal dumping. These enhancements would also include additional trash and recycling receptacles, and provide the much-needed visual context that would allow those receptacles to be seen as the preferred location for the disposal of trash. Covered seating would encourage people to move closer to the receptacles where they are more likely to use them, and landscaping would provide a buffer to prevent discarded items from being carried by wind or runoff into the adjacent canals where they would be further distributed throughout the area.



Town of Loxahatchee Groves
Okeechobee Blvd Intersection Enhancements

Representative photos of typical conditions at intersections along Okeechobee Blvd are included here:





Town of Loxahatchee Groves Okeechobee Blvd Intersection Enhancements

Budget and Scheduling

Budgetary and scheduling information is provided on the attached Application template forms. The approximate budget is a total of \$400,000, of which \$300,000 is requested in grant funding under the current SWA program and \$100,000 will be allocated from the Town's operating budget. The total project with survey, engineering site design, selection of vendors, and construction is expected to take ten (10) months.

Description of the Project (2.3.II)

Objective and Result

The main objective of the proposed enhancements is to transform the visual character of these locations and alter public perception by creating areas that will no longer be vacant or viewed as "convenient" for illegal dumping. These locations coincide with areas of pedestrian use as well as equestrian and vehicular traffic, and are along one of the most visible sections of roadway for non-residents. The monument signs will occupy locations where trash is likely to be thrown, as well as heightening awareness and helping to direct community perspective towards a positive image.

Benefits to Community

The installation of shelters, landscaping, and lighting to go along with the receptacles provides protection from the elements for foot and bicycle travelers, a visible and designated safety zone on the roadside, and a finished look that discourages dumping much more so than a vacant, unpaved road shoulder. Structures will be wind-rated to prevent collapse during storm events. Solar powered, small-scale pumps will withdraw water directly from the adjacent canal system to provide a low-cost source for irrigation, while scenic and vibrant vegetation will provide suitable aesthetic appeal to discourage future use of the area for dumping. Solar powered lighting with a battery storage unit will also provide an attractive and low-cost safety enhancement for travelers, encourage use of the shelters, and add to the element of user satisfaction that can encourage feelings of public ownership and responsibility for these areas.

These enhancements would improve use by pedestrians, vehicles, and equestrian travelers, raise community appreciation and awareness of the condition of the intersections, and simplify the process of collecting waste and recyclables by providing designated focal points for placement of materials that would otherwise be scattered along the roadway and canal system.



Town of Loxahatchee Groves Okeechobee Blvd Intersection Enhancements

Sanitation

Installation of the shelters will encourage use of the designated receptacles, as well as draw foot and bicycle traffic to those locations for disposal of waste, thus improving the collection and removal of waste and recyclable material. The shelter and landscape configuration will also provide some separation for receptacles from nearby streets and surface water, further limiting the spread and transport of unwanted materials. Collection from the existing receptacles along Okeechobee Blvd. is already a part of the regular route established in the Town through a private collection service.

Procurement

Contractor services will be obtained through a comparative selection process from quotes provided by pre-qualified and registered vendors who have established performance records with the Town. Quotes will be requested individually for specific trades that have been divided into the following main categories:

General site work

Shelter with installation

Solar irrigation pump with installation

Rooftop solar panel, storage battery, and lighting with installation

Landscape design with installation

Utility (for electrical conduit jack & bore beneath roadways at Folsom Rd and Okeechobee Blvd)

Estimated Timeframe (2.3.III)

The project is expected to take no longer than ten (10) months from the start of the engineering and permitting phase, from January through October of 2022. Contractor selection is expected to take approximately two months and runs concurrently with the engineering and permitting phase, from April through mid-May of 2022.



Town of Loxahatchee Groves Okeechobee Blvd Intersection Enhancements

Schedule (2.3.IV)

A project schedule is provided in the attached Application template form. The schedule is based on the Project beginning in January of 2022, and continuing for ten (10) months through the end of October, 2022.

Major Phases include:

Survey, Engineering and Permitting (January-April)

Contractor Selection (April-May)

Mobilization and Site Preparation (May-June)

Shelter Completion (July-September)

Sign Completion (July-August)

Inspection, Punchlist (August-September)

Closeout and Project Completion (October)

Location (2.3.V)

The project includes five (5) monument signs and five (5) shelters totaling ten (10) locations within road right-of-way along Okeechobee Blvd. in the Town of Loxahatchee Groves. The attached Project Map shows these locations relative to the Town boundary. Responsibility for maintenance of the Okeechobee Blvd. right-of-way lies with Palm Beach County, so right-of-way permitting with the County will be necessary prior to construction.

Maintenance (2.3.VI)

Town staff will provide the necessary maintenance as part of the Town's operating budget. Specific activities will include:

Landscape trimming and mowing

Cleaning/Pressure Washing

Repairs (roof, sides, equipment)

Equipment checks (pump and lighting)

Repainting



Town of Loxahatchee Groves
Okeechobee Blvd Intersection Enhancements

Budget (2.3.VII)

The budgetary Construction Cost has been included in the attached Application template form.

The approximate budget is a total of \$442,500, of which \$331,875 is requested in grant funding under the current SWA program and \$110,625 will be allocated from the Town's operating budget.

Maintenance will be provided within the Town's operating budget and is not included in the attached cost worksheet. Tracking and Reporting will be conducted by regular Town personnel and is also not included in the attached cost worksheet. The Town has presently assigned the Senior Administrator Coordinator with the responsibility for tracking progress, expenditure, and providing reports for this project.

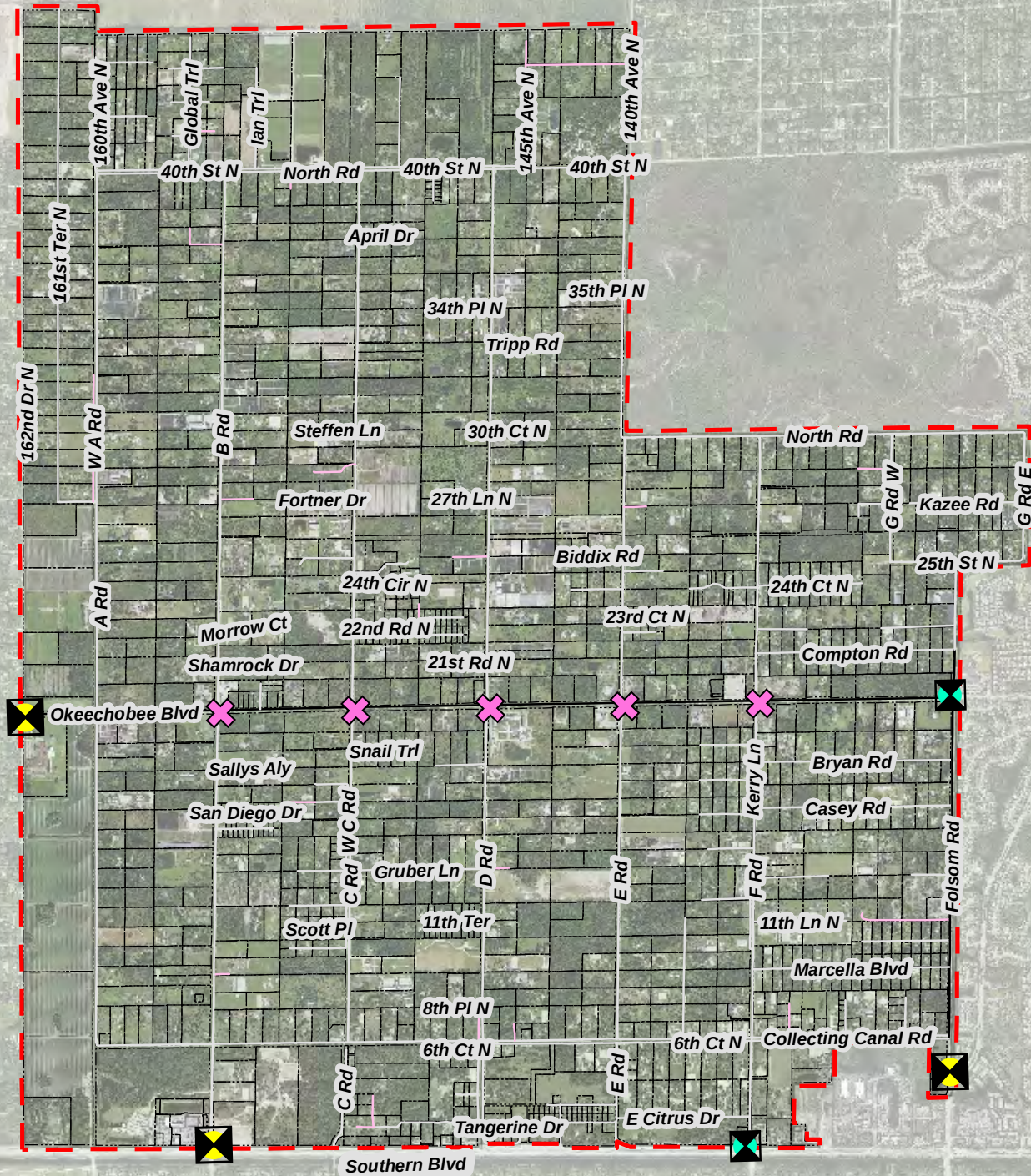


Town of Loxahatchee Groves

SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED
PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION
FY 2021-2022

September 2021

Proposed Cleanup Project Locations



Legend

- Municipal Boundary
- Roadside Shelter (5)
- New Monument Sign (3)
- Upgraded Monument Sign (2)
- Parcels In City

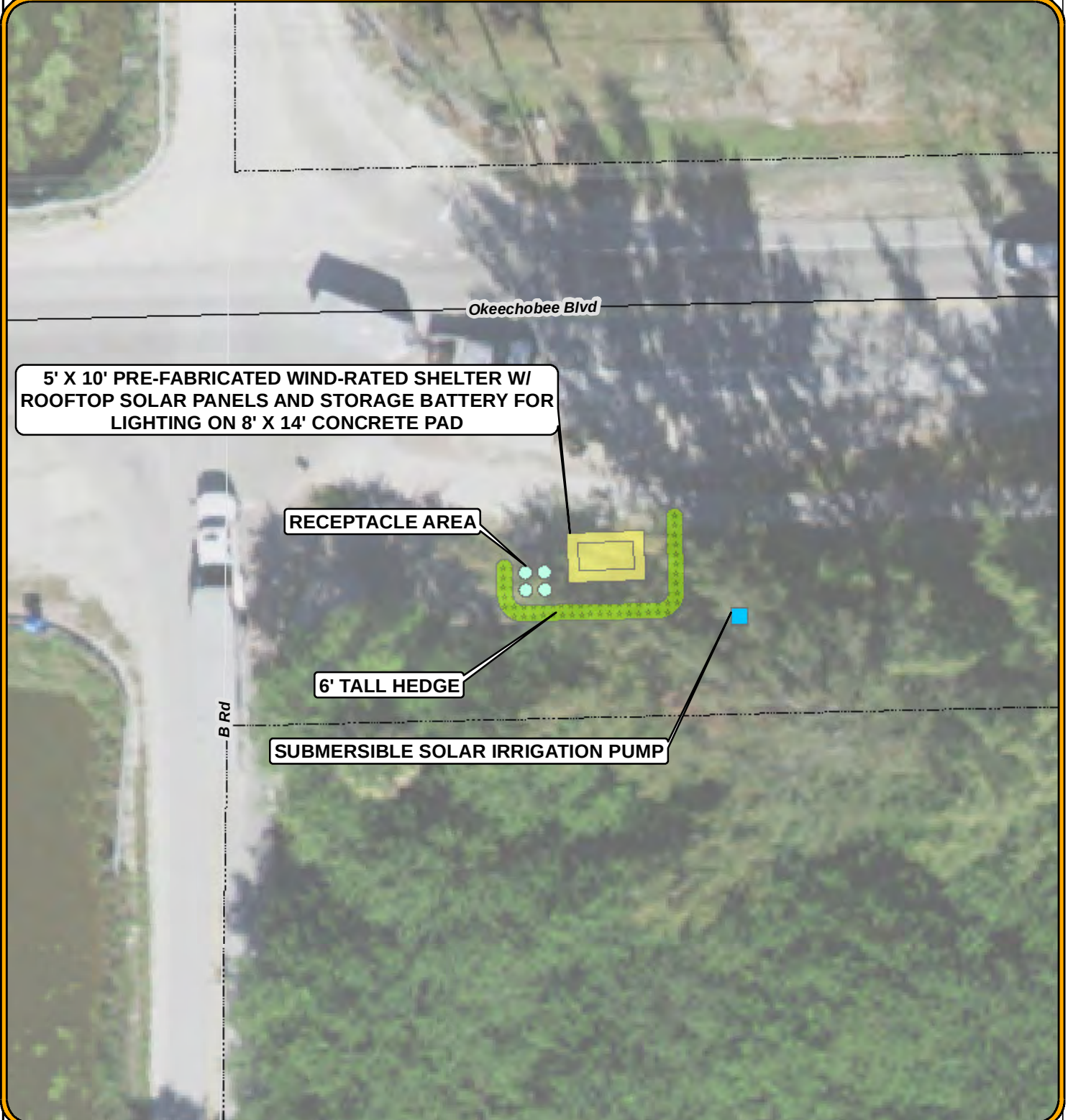


Town of Loxahatchee Groves

SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED
PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION
FY 2021-2022

September 2021

Shelter S-1 at B Rd and Okeechobee Blvd



Legend

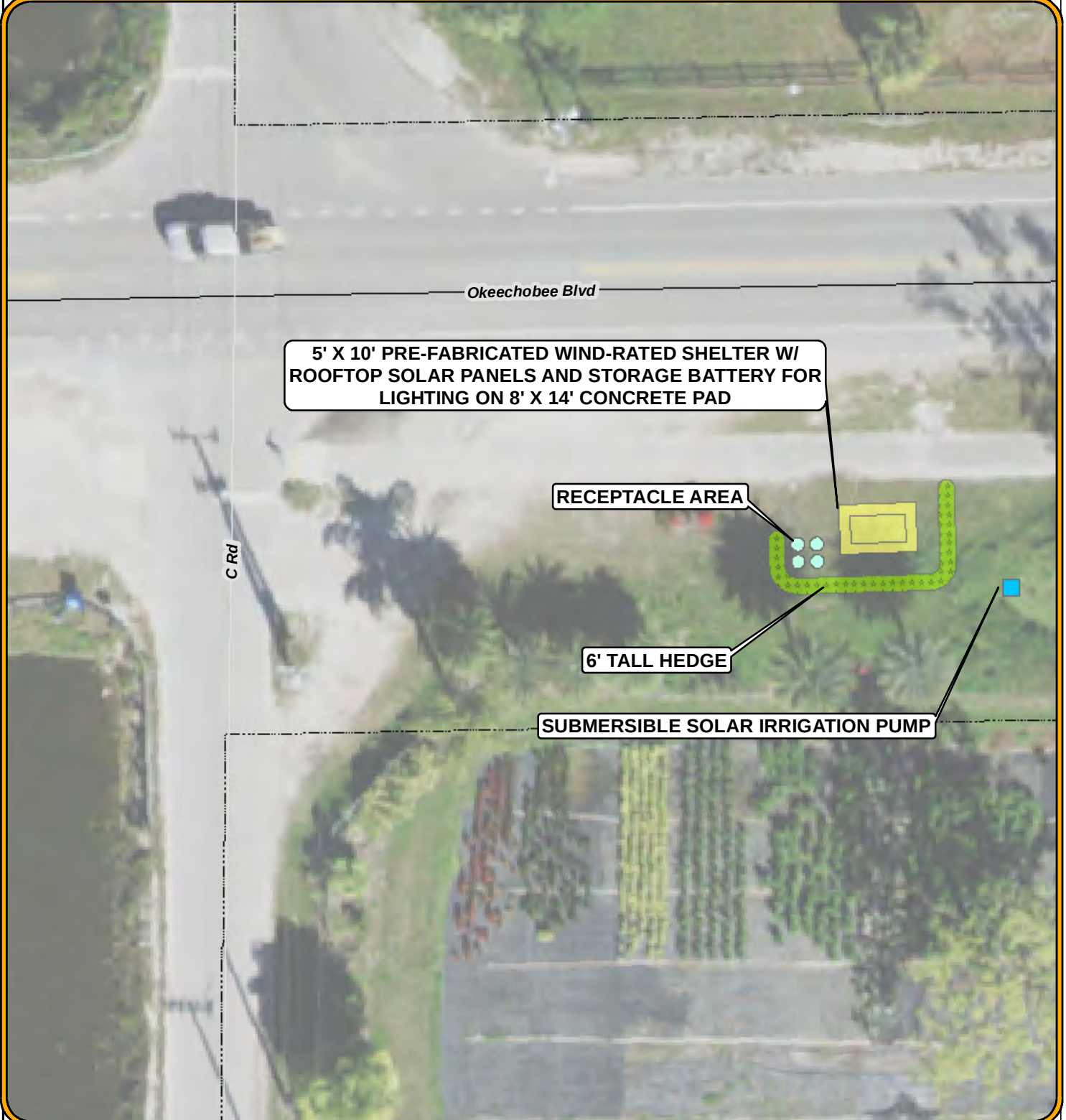
-  Municipal Boundary
-  Parcels In City



Town of Loxahatchee Groves
SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED
PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION
FY 2021-2022

September 2021

Shelter S-2 at C Rd and Okeechobee Blvd



Legend

- Municipal Boundary
- Parcels In City



Town of Loxahatchee Groves

SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED
PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION
FY 2021-2022

September 2021

Shelter S-3 at D Rd and Okeechobee Blvd



Legend

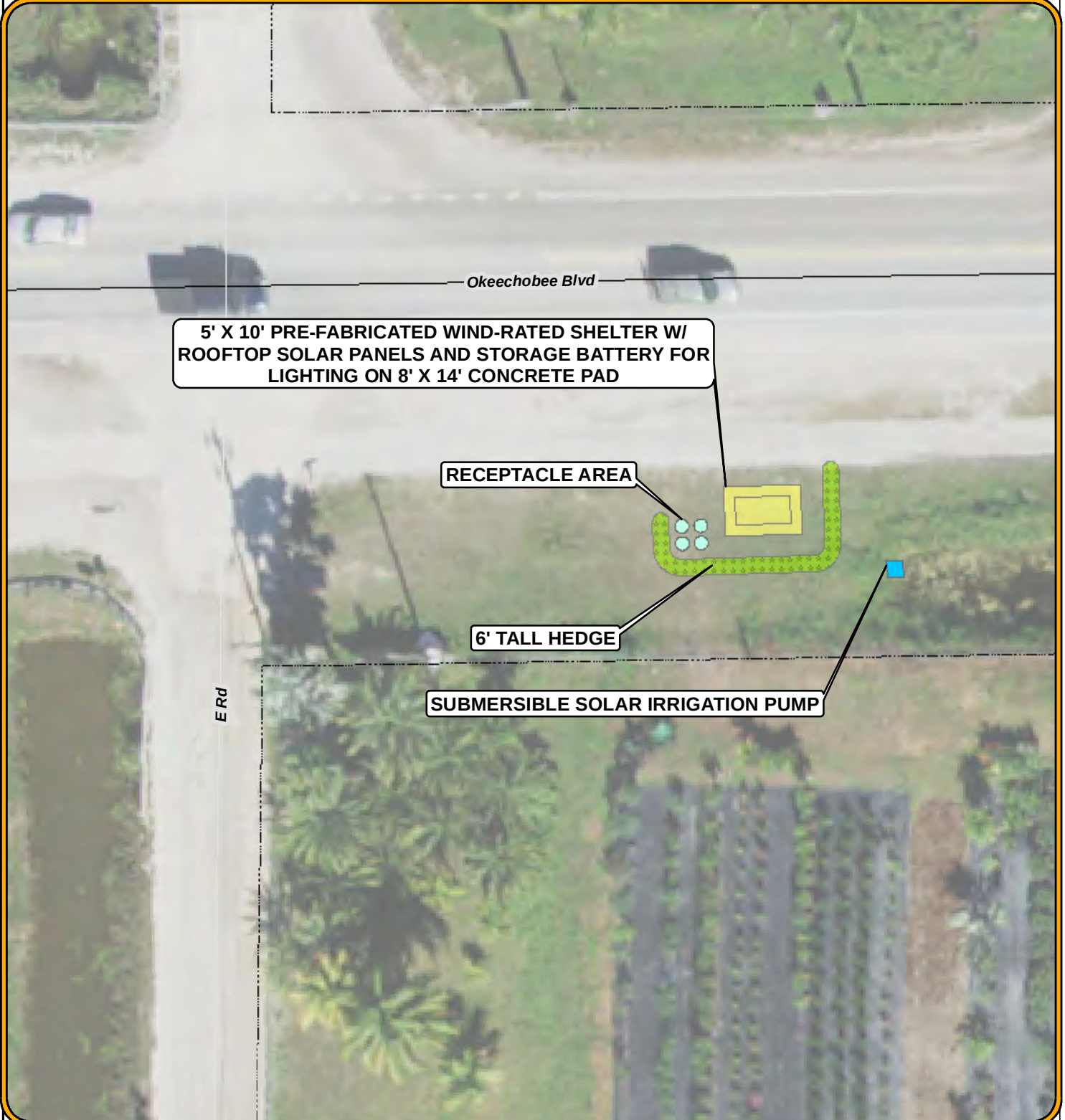
-  Municipal Boundary
-  Parcels In City



September 2021

Town of Loxahatchee Groves
SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED
PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION
FY 2021-2022

Shelter S-4 at E Rd and Okeechobee Blvd



Legend

-  Municipal Boundary
-  Parcels In City



Town of Loxahatchee Groves
SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED
PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION
FY 2021-2022

September 2021

Shelter S-5 at F Rd and Okeechobee Blvd



Legend

-  Municipal Boundary
-  Parcels In City



Town of Loxahatchee Groves

SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED
PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION
FY 2021-2022

September 2021

New Monument Sign M-1 at A Rd and Okeechobee Blvd



Legend

-  Municipal Boundary
-  Parcels In City



Town of Loxahatchee Groves

SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED
PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION
FY 2021-2022

September 2021

New Monument Sign M-2 at B Rd and Southern Blvd



Legend

-  Municipal Boundary
-  Parcels In City



Town of Loxahatchee Groves

SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED
PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION
FY 2021-2022

September 2021

New Monument Sign M-3 at Folsom Rd and Crestwood Blvd



Legend

-  Municipal Boundary
-  Parcels In City



Town of Loxahatchee Groves

SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED
PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION
FY 2021-2022

September 2021

Upgraded Monument Sign M-4 at F Rd and Southern Blvd



10' X 5' LIGHTED MONUMENT
SIGN WITH LANDSCAPE

Legend

-  Municipal Boundary
-  Parcels In City

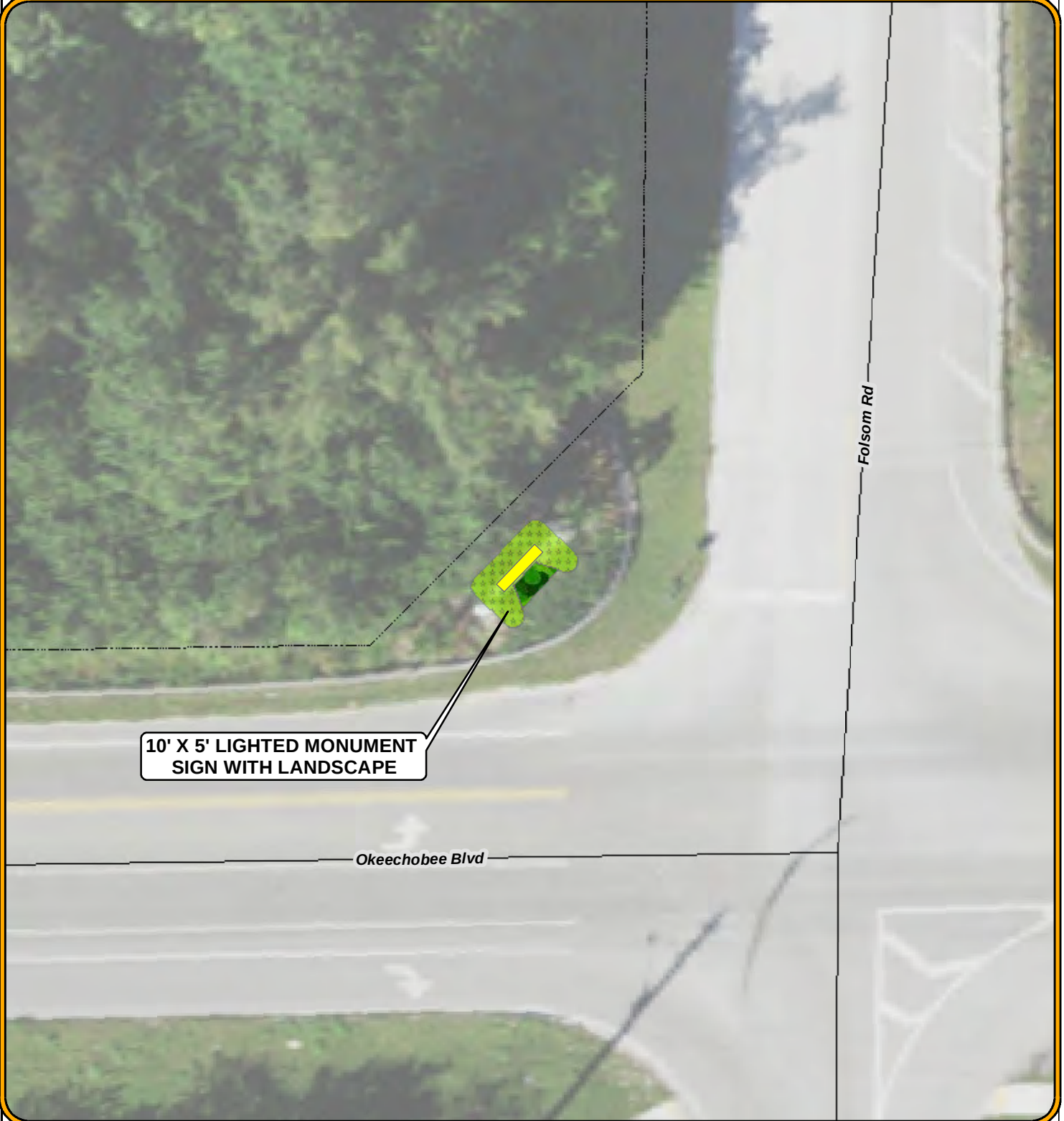


Town of Loxahatchee Groves

SWA SUPPLEMENTAL WASTE BLIGHTED AND DISTRESSED
PROPERTY CLEAN-UP AND BEAUTIFICATION GRANT APPLICATION
FY 2021-2022

September 2021

Upgraded Monument Sign M-5 at Folsom Rd and Okeechobee Blvd



Legend

-  Municipal Boundary
-  Parcels In City



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 9

TO: Town Council

**FROM: Francine Ramaglia, Assistant Town Manager
Larry Peters, Public Works Director**

VIA: James Titcomb, Town Manager

DATE: November 16, 2021

SUBJECT: Road Rock Maintenance Policy and Road Rock Maintenance Plan

Background:

Road rock maintenance is imperative to the accessibility and safety of the community. Annually, Town Council has appropriated about \$200,000 for this purpose. Additionally, without consistent annual maintenance to systemically replenish the road rock, roadbeds have required reconstruction. Many have been done in the past three years; however, there are more to be done. This policy is intended to set forth both operating maintenance and capital maintenance for the Town's unpaved roads.

Recommendation:

Move to approve **Resolution No. 2021-61** adopting the Road Rock Maintenance Policy and the Road Rock Maintenance Plan.

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RESOLUTION NO. 2021-61

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING THE ROAD ROCK MAINTENANCE POLICY AND THE ROAD ROCK MAINTENANCE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to establish a policy for performance of annual road rock maintenance throughout the Town; and

WHEREAS, the Town Council has reviewed the Road Rock Maintenance Policy and has determined that adopting the Policy is in the best interest of the citizens of the Town of Loxahatchee Groves, Florida; and

WHEREAS, the Town Council has also reviewed the proposed Road Rock Maintenance Plan and has determined that the Plan is consistent with the Policy, meets the needs of the Town, and is in the best interest of the citizens of the Town of Loxahatchee Groves, Florida.

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; and

Section 2. The Town Council of the Town of Loxahatchee Groves hereby adopts the Road Rock Maintenance Policy as attached hereto.

Section 3. The Town Council of the Town of Loxahatchee Groves hereby adopts the Road Rock Maintenance Plan as attached hereto.

Section 4. 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 Marianne Miles

Council Member Phillis Maniglia

Town of Loxahatchee Groves
Public Works Department
Road Rock Maintenance Plan

Budget Year			2021/22	2022/23	2023/24
Road	Miles	Tons	Base Rock		
A South	1.25	2,200	\$ 26,400		
B North 1.5M	1.5	1,400	\$ 16,800		
B North .5 M	0.5	500	\$ 6,000		
E North to SN	1	1,440	\$ 17,500		
E SN to NN	1	1,440	\$ 17,500		
E S Okee to CC	1.25	-			
E S to Southern	0.4	-			\$ 40,000
F Rd CC to S N	2.25	-			
N North	2	-			
East G	0.5	3,225	\$ 40,476		
E 25th St N	0.25	1,612	\$ 20,238		
Folsum	0.3	1,935	\$ 24,285		
6th Ct	0.75	13,200			\$ 158,400
Tangerine	0.5	5,280	\$ 63,360		
E Citrus	0.5	3,225	\$ 40,476		
161st Ter N	2	10,560			\$ 126,720
160th Ave N	0.4	4,467		\$ 53,600	
Raymond	0.3	985	\$ 11,869		
San Diego	0.25	954	\$ 11,066		
Los Angeles	0.21	565	\$ 6,554		
22nd N/F/P	0.6	1,680	\$ 19,656		
Collect Canal	3.25				
Casey Rd	0.75				
Compton	0.75				
Bryan	0.75				
Marcella	0.75				
Gruber	0.5				
Total			\$ 295,780	\$ 53,600	\$ 325,120

* This is the last segment of the GRID that was previously approved for “Re-Building”.

**This does not include MOT, equipment rentals, temporary labor costs and/or other related costs (signage, communications, staffing/administrative, etc)

TOWN OF LOXAHATCHEE GROVES

ROAD ROCK MAINTENANCE POLICY

PURPOSE: The purpose of this policy is to establish a process for programming and funding annual road rock maintenance throughout the Town.

POLICY: It is the policy of the Town Council of the Town of Loxahatchee Groves that the Town's Public Works Director shall develop a Road Rock Maintenance Plan (Plan). The Plan shall cover the fiscal year and shall align with the budget allocation for road rock. The Plan may include up to five (5) fiscal years. The Plan shall be created and utilized in accordance with this Policy.

PROCEDURES:

1. All road segments projected to be maintained with road rock during each fiscal year of the Plan, the estimated amount of rock and cost shall be presented to Town Council annually as the Road Rock Maintenance Plan for that fiscal year.
2. The Plan shall solely be for road rock maintenance, which may include operating maintenance, where the road needs six (6) inches or less of topping, and capital maintenance, where the road needs to have the road bed reconstructed and six (6) inches of topping.
3. Upon approval of the Plan by Resolution of the Town Council, the Public Works Director, with concurrence by the Town Manager, shall have the authority to perform the maintenance activities under the Plan.
4. The Public Works Director and Town Manager's authority to perform under the Plan includes the expenditure of funds for completion of the maintenance, not to exceed the combined approved budget amount.
5. Expenditure of funds for maintenance activities under the Plan must be through a contract approved by Town Council or the Town Manager in accordance with the Purchasing Code and Purchasing Manual.
6. Maintenance activities may be completed without additional approvals from the Town Council in accordance with the approved Budget, Plan, and related contracts.
7. The order of completion of maintenance under the Plan shall be at the sole discretion of the Public Works Director.
8. The Public Works Director, with concurrence by the Town Manager, may amend the approved Plan to re-allocate funding for emergency or immediate repairs or to move maintenance activities from one fiscal year of the Plan to another.
9. Costs identified in the Plan will not include Maintenance of Traffic (MOT), equipment rentals, temporary labor costs, and other related costs (signage, communications, staffing, administrative, etc.).

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 10

TO: Town Council

FROM: Francine Ramaglia, Assistant Town Manager
Larry Peters, Public Works Director

VIA: James Titcomb, Town Manager

DATE: November 16, 2021

SUBJECT: Road Paving Policy and Paving Plan

Background:

Road paving enhances accessibility and safety and lowers maintenance costs to the community. Additionally, the paving program (including overlays) has been a priority of the Town for the last several years.

Recommendation:

Move to approve **Resolution No. 2021-62** adopting the Road Paving Policy and the Road Paving Plan.

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RESOLUTION NO. 2021-62

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, FLORIDA, ADOPTING THE ROAD
PAVING POLICY AND THE ROAD PAVING PLAN; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Council desires to establish a policy for performance of annual road paving throughout the Town; and

WHEREAS, the Town Council has reviewed the Road Paving Policy and has determined that adopting the Policy is in the best interest of the citizens of the Town of Loxahatchee Groves, Florida; and

WHEREAS, the Town Council has also reviewed the proposed Road Paving Plan and has determined that the Plan is consistent with the Policy, meets the needs of the Town, and is in the best interest of the citizens of the Town of Loxahatchee Groves, Florida.

**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; and

Section 2. The Town Council of the Town of Loxahatchee Groves hereby adopts the Road Paving Policy as attached hereto.

Section 3. The Town Council of the Town of Loxahatchee Groves hereby adopts the Road Paving Plan as attached hereto.

Section 4. 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 Marianne Miles

Council Member Phillis Maniglia

Town of Loxahatchee Groves
Public Works Department
Road Paving Plan

Budget Year			2021/22	2022/23	2023/24	2024/25
Road	Miles	Tons	Paving Costs			
A South	1.25	2,200			\$250,000	
B North 1.5M	1.5	1,400	\$295,000			
B North .5 M	0.5	500			\$95,000	
E North to SN	1	1,440		\$188,000		
E SN to NN	1	1,440	\$188,000			
E S Okee to CC	1.25	-		\$250,000		
E S to Southern	0.4	-			\$80,000	
F Rd CC to S N	2.25	-	\$450,000			
N North	2	-			\$319,000	
East G	0.5	3,225				
E 25th St N	0.25	1,612				
Folsom	0.3	1,935		\$60,000		
6th Ct	0.75	13,200				
Tangerine	0.5	5,280			\$100,000	
E Citrus	0.5	3,225			\$100,000	
161st Ter N	2	10,560				
160th Ave N	0.4	4,467				
Raymond	0.3	985	\$42,000			
San Diego	0.25	954	\$34,000			
Los Angeles	0.21	565	\$28,000			
22nd N/F/P	0.6	1,680	\$77,000			
Collect Canal	3.25			\$650,000		
Casey Rd	0.75					\$150,000
Compton	0.75					\$150,000
Bryan	0.75					\$150,000
Marcella	0.75					\$150,000
Gruber	0.5					\$100,000
Total			\$1,114,000	\$1,148,000	\$944,000	\$700,000

* This is the last segment of the GRID that was previously approved for “Re-Building”.

**This does not include MOT, equipment rentals, temporary labor costs and/or other related costs (signage, communications, staffing/administrative, etc.)

TOWN OF LOXAHATCHEE GROVES

ROAD PAVING POLICY

PURPOSE: The purpose of this policy is to establish a process for programming and funding annual road paving throughout the Town.

POLICY: It is the policy of the Town Council of the Town of Loxahatchee Groves that the Town's Public Works Director shall develop a Road Paving Plan (Plan). The Plan shall cover the fiscal year and shall align with the budget allocation for road paving. The Plan may include up to five (5) fiscal years. The Plan shall be created and utilized in accordance with this Policy.

PROCEDURES:

1. All road segments projected to be paved during each fiscal year of the Plan, the estimated length and width and cost of paving shall be presented to Town Council annually as the Road Paving Plan.
2. The Plan shall solely be for road paving in accordance with the following standard:
 - A. Road Construction

To be in accordance with the Town's ULDC Code 100-035 (5), with the exception of the roadway surface material to be a minimum of 2" Type III Asphalt, 1 ½" Fiber reinforced Type III Asphalt, or a surface material of equivalent durability, as certified by an engineer.

All material supporting the roadway and shoulders shall have a minimum load bearing ratio (LBR) of 40. Base material shall be compacted to a density of not less than 98% of maximum density as determined by ASSHTO T-180.
 - B. Scope of Overlay

Furnish MOT, MOB, and all Labor, Equipment, and Material to:

 - i. Tack the surface area.
 - ii. Pave 2" with Type S-1 or 12.5C Asphalt or a surface material of equivalent durability, as certified by an engineer.
 - iii. Extend pavement 40 feet at all main intersections.
 - iv. Provide aprons for bridge culverts and driveways.
 - v. Install "Seminole Style" speed Tables at 1,000 feet on center.
 - vi. Install Thermoplastic Striping: two (2) white edge lines, Double Yellow down the center, stop bars, and speed tables.
 - vii. Provide minimum three (3) year warrantee.
3. Upon approval of the Plan by Resolution of the Town Council, the Public Works Director, with concurrence by the Town Manager, shall have the authority to perform the paving activities under the Plan.
4. The Public Works Director and Town Manager's authority to perform under the Plan includes the expenditure of funds for completion of the paving, not to exceed the combined approved budget amount.
5. Expenditure of funds for paving activities under the Plan must be through a contract approved by Town Council or the Town Manager in accordance with the Purchasing Code and Purchasing Manual.

6. Paving activities may be completed without additional approvals from the Town Council in accordance with the approved Budget, Plan, and related contracts.
7. The order of completion of paving under the Plan shall be at the sole discretion of the Public Works Director.
8. The Public Works Director, with concurrence by the Town Manager, may amend the approved Plan to re-allocate funding for emergency or immediate repairs or to move paving activities from one fiscal year of the Plan to another.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 11

TO: Town Council of the Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

DATE: November 16, 2021

SUBJECT: Approval of Resolution 2021-63 approving a Best Interest Agreement with Hardrives of Delray, Inc.

Background

Hardrives has consistently submitted quotes for roadway paving and resurfacing that are lower than other contractors under piggyback contracts. The proposed agreement with Hardrives effective April 20, 2021, through September 30, 2022, includes the following roadways or roadway segments:

OGEM Repairs/Overlays

Approved by Council in FY 2021:

A Road North	\$380,012.00
C Road North	\$378,200.00
C Road South	\$230,206.00
D Road North	\$400,000.00
D Road South	\$313,000.00

Approved/To be Approved by Council in FY 2022:

F Road North	\$447,300.00 (approved)
E Road North to South North Road	\$200,000.00
B Road North (1.5 miles from Okeechobee)	\$295,000.00

Referendum Road Overlays (approved by Council in FY 2022)

Raymond Drive	\$ 42,000.00
San Diego	\$ 34,000.00
Los Angeles	\$ 29,000.00
22nd Road N, Flamingo, Paradise	\$ 77,000.00

Work done pursuant to this contract is by work authorization; any additional services or materials will be subject to a separate addendum prior to any such additional goods being provided.

Recommendation

Move that Town Council adopt **Resolution 2021-63** authorizing the Agreement with Hardrives of Delray, Inc., as being in the best interest of the Town.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-63

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH HARDRIVES OF DELRAY, INC. FOR ROADWAY PAVING AND RESURFACING ON CERTAIN ROADWAYS 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 provide roadway paving and resurfacing on various roadways throughout the Town; and

WHEREAS, the Town has entered into various piggyback contracts that include roadway paving and resurfacing 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 roadway paving and resurfacing 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 Hardrives of Delray, Inc., effective as of April 20, 2021.

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	☐	☐	☐
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

Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Council Member

Council Member

Office of the Town Attorney

Council Member

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021 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 **Hardrives of Delray, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with a mailing address of 2102 S. Congress Ave., Delray Beach, Florida 33445.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to provide roadway paving and resurfacing on certain roadways within the TOWN;

WHEREAS, the CONTRACTOR submitted a quote that is lower than current Town 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 provide and install asphalt paving on certain roadways or segments of roadways within the TOWN, including related work, as described in Exhibit "A", Scope of Work, attached hereto and incorporated herein.

1.2 The work for each roadway under the Scope of Work shall initiated separately by a Notice to Proceed or Purchase Order by the Public Works Director for the TOWN. No work shall be done on any roadway under this Agreement without a duly issued Notice to Proceed or Purchase Order.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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 be effective April 20, 2021 and shall extend until September 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:

Craig K. Elmore
Hardrives of Delray, Inc.
2101 S. Congress Ave.
Delray Beach, FL 33445

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 arises 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

27.1 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.

27.2 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. NON-APPROPRIATION

33.1 The CONTRACTOR acknowledges and agrees that the TOWN is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the TOWN of funds sufficient to pay the costs associated therewith in any fiscal year of the TOWN. The CONTRACTOR understands and agrees that the TOWN's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the TOWN nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Agreement. In the event the funds budgeted or appropriated are, or are estimated by the TOWN to be, insufficient to pay the costs associated with the TOWN's payment obligations in this Agreement in any fiscal year after the current fiscal year, then the TOWN will notify the CONTRACTOR of such occurrence and either the TOWN or the CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the TOWN of any kind whatsoever; however, the TOWN shall pay the CONTRACTOR for all services performed under this Agreement through the date of termination.

34. SCRUTINIZED COMPANIES

34.1 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.

35. E-VERIFY

35.1 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:

**HARDRIVES OF DELRAY, INC., a
corporation authorized to do business in
the State of Florida**

By: _____
Craig K. Elmore, Vice President

[Corporate Seal]
Attest:

By: _____
Debra Elmore
Secretary

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___ by Craig K. Elmore and Debra Elmore, as Vice President and Secretary, of Hardrives of Delray Inc., a company authorized to do business in the State of Florida, and ___ who are personally known to me or ___ who have produced _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

Exhibit “A”

Scope of Work

I. Construction of Repair.

- A. To be in accordance with the Town’s ULDC Code 100-035 (5), with the exception of the roadway surface material to be a minimum of 2” Type III Asphalt, 1 ½” Fiber reinforced Type III Asphalt, or a surface material of equivalent durability, as certified by an engineer.
- B. All material supporting the roadway and shoulders shall have a minimum load bearing ratio (LBR) of 40. Base material shall be compacted to a density of not less than 98% of maximum density as determined by ASSHTO T-180.

II. Scope of Repair of OGEM. Furnish MOT, MOB, and all Labor, Equipment, and Material to:

- A. Sawcut the area around the potholes or damaged edge.
- B. Scarify and or remove all undesirable material.
- C. Ensure the area is dry and clear of deleterious material.
- D. Fill the area with suitable, FDOT approved base material, millings, or asphalt.
- E. If Base Rock, Compact the base to 98% density.

III. Scope of Overlay. Furnish MOT, MOB, and all Labor, Equipment, and Material to:

- A. Remove and Clean berm and all deleterious material from the OGEM.
- B. Tack the surface area.
- C. Pave 2” with Type S-1 or 12.5C Asphalt.
- D. Install “Seminole Style” speed Tables at 1,000 feet on center.
- E. Install Thermoplastic Striping: two (2) white edge lines, Double Yellow down the center, stop bars, and speed tables.
- F. Provide minimum three (3) year warrantee.

IV. Roadway Details and Pricing

A. OGEM Repairs/Overlays - Fiscal Years 2021 and 2022

1.	A Road	22,880 Sy tack & pave existing F Road footprint (18' wide) from just south of Collecting Canal Road to Okeechobee Road from Okeechobee Road North to North Road, including 40' East and West on Collecting Canal Road and 40' West of North Road. Includes replacement of speedhumps w/11 new, pothole repair, striping, stop bars and shoulder repair.	L: 2 miles W: 18'-20'	\$ 380,000.00
2.	C Road North	21,120 Sy tack & pave existing footprint with 2" of asphalt 2 miles of C Road 18' wide from Okeechobee Blvd to North Road. Includes replacement of speedhumps, pothole repair, pothole repair, striping, stop bars and shoulder repair.	L: 2 miles W: 18'-20'	\$ 378,200.00
3.	C Road South	12,960 Sy tack & pave existing C Road from Okeechobee Blvd to Collecting Canal Road. Includes replacement of speedhumps w/7 speed tables, pothole repair, striping, shoulder repair and 6 stop bars.	L: 1.25 miles W: 18'-20'	\$ 230,206.00
4.	D Road North	23,076 Sy tack & pave existing D Road for 1 1/2 miles at 20' wide & 1/2 mile at 18' wide approx 22,880 sy also 40' East & West on North Rd. Includes replacement of speedhumps w/speed tables, pothole repair, pothole repair, striping, stop bars and shoulder repair.	L: 2 miles W: 18'-20'	\$ 400,000.00
5.	D Road South	19,111 Sy tack & pave existing D Road footprint (18' wide) from just south of Collecting Canal Road to Okeechobee Road from Okeechobee Road North to North Road, including 40' East and West on Collecting Canal Road and 40' West of North Road. Includes replacement of speedhumps w/8 new, pothole repair, pothole repair, striping, stop bars and shoulder repair.	L: 1.67 miles W: 20"	\$ 313,000.00
6.	F Road	24,577 Sy tack & pave existing F Road footprint (18' wide) from just south of Collecting Canal Road to Okeechobee Road from Okeechobee Road North to North Road, including 40' East and West on Collecting Canal Road and 40' West of North Road. Includes replacement of speedhumps w/12 new, pothole repair, striping, shoulder repair and 7 stop bars.	L: 2.25 miles W: 18'-20'	\$ 447,300.00
7.	E Road	10,560 sy pave existing footptprint (18' wide) from Okeechobee to South North Road , including 40' East and West on South North Road. Includes installation of seminole speed tables, bridge/culvert crossings, driveway aprons, striping, stop bars and shoulder repair.	L: 1 mile W: 18'	\$ 200,000.00
8.	B Road North	17,600 sy pave existing footptprint (20' wide) from Okeechobee north for 1.5 miles. Includes installation of seminole speed tables, bridge/culvert crossings, driveway aprons, striping, stop bars and shoulder repair.	L: 1.5 miles W: 20'	\$ 295,000.00

B. Referendum Road Overlays – Fiscal Year 2022

1.	Raymond Drive	L:.327 miles	W: 15'	\$42,000.00
2.	San Diego	L:.214 miles	W: 15'	\$34,000.00
3.	Los Angeles	L:.214 miles	W: 15'	\$29,000.00
4.	Others:			\$77,000.00
a.	22nd Road N	L:.244 miles	W: 15'	
b.	Flamingo	L:.151 miles	W: 15'	
c.	Paradise	L:.150 miles	W: 15'	

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 12

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

DATE: November 16, 2021

SUBJECT: Approval of Resolution No. 2021-64

Background:

The term of office for Council Member Seat 2 and Council Member Seat 4 will expire in March 8, 2022; and the Town of Loxahatchee Groves is subject to the uniform election date for Palm Beach County established by Chapter 83-498, Laws of Florida, which will be on March 8, 2022 and a run-off election on March 22, 2022, if necessary; and Section 7(5) of the Town Charter, as amended by Ordinance No. 2016-02, and approved by referendum question ballot on August 30, 2016, allows for the canvassing and certification of a Town election pursuant to the Florida Election Code by the Town Clerk, and two others, who shall this year be the Town Clerk, or designee, and two Town resident.

The Town Council of the Town of Loxahatchee Groves desires Town Clerk, Lakisha Burch, Town Resident William Ford and Town Resident Jo Siciliano, to serve as the Town's Canvassing Board, for the March 8, 2022, Town Election, including attendance for the testing of the electronic systems automatic tabulation equipment. To canvass the municipal election, and to certify the election results for the said municipal election, and any run-off election, pursuant to the town charter and state law.

Recommendations:

Town Council approves Resolution No. 2021-64.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-64

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE SUPERVISOR OF ELECTIONS, OR HER DESIGNEE, ALONG WITH THE TOWN CLERK, AND A TOWN RESIDENT, TO SERVE AS THE TOWN'S CANVASSING BOARD, INCLUDING ATTENDANCE FOR THE TESTING OF THE ELECTRONIC SYSTEMS AUTOMATIC TABULATION EQUIPMENT, TO CANVASS THE MUNICIPAL ELECTION, AND TO CERTIFY THE ELECTION RESULTS FOR THE TOWN'S MARCH 9, 2021 MUNICIPAL ELECTION, AND ANY RUN-OFF ELECTION, PURSUANT TO THE TOWN CHARTER AND STATE LAW; PROVIDING FOR MATTERS RELATING TO THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the term of office for Council Member Seat 2 and Council Member Seat 4 will expire on March 8, 2022; and

WHEREAS, the Town of Loxahatchee Groves is subject to the uniform election date for Palm Beach County established by Chapter 83-498, Laws of Florida, which will be on March 8, 2022, and a run-off election on March 22, 2022, if necessary; and

WHEREAS, Section 7(5) of the Town Charter, as amended by Ordinance No. 2016-02, and approved by referendum question ballot on August 30, 2016, allows for the canvassing and certification of a Town election pursuant to the Florida Election Code by the Town Clerk, and two others, who shall this year be the Supervisor of Elections, or designee, and a Town resident, in conformance with any applicable agreement with the Supervisor of Elections: and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to appoint the Town Clerk, Lakisha Burch, Town Residents William Ford and Jo Siciliano, to serve as the Town's Canvassing Board, for the March 8, 2022 Town Election, including attendance for the testing of the electronic systems automatic tabulation equipment, to be held on _____ 2022, at 10:00 am, to canvass the municipal election, and to certify the election results for the said municipal election, and any run-off election, pursuant to the town charter and state law.

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

Section 1. The Town Council of the Town of Loxahatchee Groves, hereby requests and designates Town Clerk, Lakisha Burch, Town Residents William Ford and Jo Siciliano, to serve as the Town's Canvassing Board, for the March 8, 2022 Town Election, including attendance for the testing of the electronic systems automatic tabulation equipment to be held on _____ 2022, at 10:00 am, and to canvass the municipal election and to certify the election results for the said municipal election, and any run-off election, pursuant to the town charter and state law.

Section 2. The Town Clerk is hereby authorized to submit a copy of this Resolution to Wendy Link, Supervisor of Elections, and to do all other necessary things in order to accomplish the desire of the Council with regard to its Municipal Election, and any run-off election.

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 NOVEMBER 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

Council Member Margaret Herzog

APPROVED AS TO LEGAL FORM:

Council Member Phillis Maniglia

Elizabeth Lenihan, Town Attorney

Council Member Marianne Miles