

TOWN OF LOXAHATCHEE GROVES
Town Hall Council Chambers
TOWN COUNCIL WORKSHOP/SPECIAL MEETING
AGENDA

FEBRUARY 16, 2021 – 6:00 – 9:00 P.M.

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



Lisa El-Ramey, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Robert Shorr, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

Administration

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

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

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

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

CONSENT AGENDA

1. Approval of Resolution 2021-05 appointing Karen Plante as a regular voting member of the Town’s Unified Land Development Code (ULDC) Advisory Committee, to serve a term that expire on the sunset date of May 4, 2021.
2. Approval of Reinstatement and Renewal of the Palm Beach Aggregates Master Agreement.
3. Approval of City of Boynton Beach “Piggyback” (Johnson-Davis roadwork) Agreement.
4. Approval of Lee County “Piggyback” (Alternative Paving Methods “APM” for sealing).

REGULAR AGENDA

5. Council Review for approval of the Groves Town Center Retention Pond (re-design).

DISCUSSION ITEMS

6. Update on Ordinance No. 2020-06 amending its Code of Ordinances by enacting Chapter 7 “Animals” to provide for regulations regarding animals by Town Attorney.
7. Update on Ordinance No. 2020-07 amending its Unified Land Development Code by amending Part II “Zoning Districts”, Article 20 “Residential Zoning Districts” by enacting Section 20-050 “Recreational Vehicles”; amending Article 175 “Floodplain Management”, Division XV “Recreational Vehicles and Park Trailers” by Town Attorney.
8. Direction from Town Council on OGEM Road repairs:
 - a. Patch & Repair OGEM potholes on “A, C & D Roads”
 - b. Sealing for remaining OGEM roads
9. Direction from Town Council on culvert work on “C” Road as joint project with DS Eakins (piggyback approved 1/19/21 from Wellington). Rock from Palm Beach Aggregates (done by Public Works). MOT (Labor Finders).

TOWN COUNCILMEMBERS COMMENTS

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

TOWN STAFF COMMENTS

Town Manager
Town Attorney
Public Works

ADJOURNMENT

Comment Cards:

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

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

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Agenda Item # 1

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: James Titcomb, Town Manager
SUBJECT: Resolution No. 2021-05 appointment to Unified Land Development (ULDC) Advisory Board

Background:

Ms. Karen Plante is being nominated as a regular voting member of the Unified Land Development (ULDC) Advisory Board to replace Ms. Lisa Trzepacz.

Recommendations:

Staff recommends that Town Council approves Resolution No. 2021-05 appointing Ms. Karen Plante as a voting member of the Unified Land Development (ULDC) Advisory Board Committee.

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RESOLUTION NO. 2021-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING KAREN PLANTE AS A REGULAR VOTING MEMBERS OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE (ULDC) ADVISORY COMMITTEE, TO SERVE A TERM THAT EXPIRE ON THE SUNSET DATE OF MAY 4, 2021; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council adopted Resolution No. 2020-03, amending Resolution No. 2016-28 the "Unified Land Development Code Review Committee" to review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC; and

WHEREAS, the Town Council adopted Resolution No. 2016-28, reestablishing the "Unified Land Development Code Review Committee" to review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC; and

WHEREAS, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida to further amend Resolution No. 2016-28 to allow for modification of the composition of the Committee, term of appointment and determination of absences, is in the best interests of the residents of the Town.

NOW, THEREFORE, BE IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, as follows:

Section 1. That the foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby modifies the Town's "Unified Land Development Code Review Committee" Resolution as follows:

I. Establishment of the "Unified Land Development Code Review Committee."
There is established the Unified Land Development Code Review Committee to act as an advisory board to the Town Council, as follows:

- (A) **Membership.** The Committee shall be comprised of five (5) voting members and two (2) alternates, to be appointed by individual Town Council Members through adoption of a resolution. The members shall serve a term of one year, expiring on the first Tuesday of May of the following year.
- (B) **Qualifications.** Each member of the Unified Land Development Code Review Committee shall be a resident of the Town, except the Town

Council may appoint one member, including alternates, who is a non-resident landowner.

- (C) Duty. The Unified Land Development Code Review Committee's duty is to review and provide recommendations on sections of the Town's currently adopted Unified Land Development Code, and pertinent sections of the Town's Comprehensive Plan, as directed by the Town Council, or the Town Manager.
- (D) An attendance requirement shall be imposed on all members of the Unified Land Development Code Review Committee. A member of the Unified Land Development Code Review Committee may be removed by the Town Council if he/she has missed two (2) consecutive meetings of the Committee, where both absences have been unexcused as determined by the Committee.
- (E) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.
- (F) If a regular member of the Unified Land Development Code Review Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.

II. Advisory Only. The actions, decisions, and recommendations of the Unified Land Development Code Review Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

- (A) The Unified Land Development Code Review Committee shall hold an organizational meeting, at the first meeting of the board following the appointment by the Town Council of the members of the Unified Land Development Code Review Committee. The Unified Land Development Code Review Committee shall elect a Chair and Vice Chair at such organizational meeting from its voting membership for a term identified in Section 2 I(A).
- (B) The Unified Land Development Code Review Committee shall meet on a monthly basis, unless there is no business to conduct as determined by the Town Manager.
- (C) All meetings, records and files of the Unified Land Development Code Review Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the "Sunshine Law"). In addition, members of the Unified Land

Development Code Review Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the “Public Records Law”) and Chapter 286, Florida Statutes (the “Sunshine Law”).

(D) Notice for any meeting of the Unified Land Development Code Review Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) members in attendance shall constitute a quorum of the Unified Land Development Code Review Committee.

(F) The Town Manager or his\her designee shall act as secretary to the Unified Land Development Code Review Committee, and be responsible for attending all meetings, on as as-needed basis, and providing the items necessary for conducting meetings and for recording and preparation of meeting minutes. The Town Attorney or his\her designee shall act as attorney for the Unified Land Development Code Review Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Unified Land Development Code Review Committee shall serve without compensation for the performance of their duties.

Section 3. Severability. If any clause, section, or other part or application of this Resolution 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 4. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 8. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. 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>
LISA EL-RAMEY, MAYOR	☐	☐	☐
MARGARET HERZOG, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
ROBERT SHORR, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS___ DAY OF FEBRUARY 2021.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lisa El-Ramey, Mayor

Lakisha Burch, Town Clerk

Margaret Herzog, Vice Mayor

APPROVED AS T LEGAL FORM:

Laura Danowski, Council Member

James Brako, Town Attorney

Phillis Maniglia, Council Member

Robert Shorr, Council Member

Agenda Item # 2

TO: Mayor and Councilmembers
FROM: Francine Ramaglia, Assistant Town Manager
VIA: James Titcomb, Town Manager
SUBJECT: Reinstatement and First Renewal of Palm Beach Aggregates Master Agreement

Background:

Council originally approved Palm Beach Aggregates as the Town's rock supplier under the 'best interest' provisions of Ordinance 2008-09. Further, the Council has approved all spending with the Aggregates based on individual project approvals where spending exceeds the \$25,000 threshold (\$10,000 in prior years). Purchase Orders have been issued for each project. A Master Agreement providing for 2 one-year renewals was also approved by Council in February 4, 2020 and now requires approval of the reinstatement and first renewal for fiscal year 2021.

Attached are the following documents:

- Reinstatement and First Renewal to Palm Beach Aggregates Master Agreement
- Master Agreement approved February 4, 2020

Staff Recommendations: Staff recommends that Council approves the reinstatement and first renewal of the of Palm Beach Aggregates Master Agreement which will expire September 30, 2021.

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**FIRST AMENDMENT TO AND REINSTATEMENT OF AGREEMENT
BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND PALM
BEACH AGGREGATES, LLC.**

THIS FIRST AMENDMENT AND REINSTATEMENT OF AGREEMENT
(the "First Amendment") is made and entered into _____ by and between
the Town of Loxahatchee Groves, Florida, a municipal corporation of the State of Florida
("Town") and Palm Beach Aggregates, a Florida Limited Liability Company, authorized to
conduct business in the State of Florida ("Contractor").

WITNESSETH:

WHEREAS, Town and Contractor entered into a seven month Agreement, dated
February 4, 2020 (the "Agreement"), incorporated herein by reference; and

WHEREAS, the Agreement term ended on September 30, 2020; and

WHEREAS, Town and desire to reinstate the Agreement and amend it further to
extend the Agreement for an additional one (1) year; and

WHEREAS, Town and Contractor acknowledge and agree that during the period
from September 30, 2020, until the Effective Date of this First Amendment, the parties
were and are bound by the terms of the Agreement; and

WHEREAS, the Agreement provides for the term of the Agreement to be extended
with the mutual consent of the parties; and

WHEREAS, Town and Contractor have agreed to extend the term of the
Agreement for an additional one (1) year and provide for a retroactive Commencement
Date of October 1, 2020 and will now expire on September 30, 2021.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and
other good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
Terms not defined herein shall have the same meaning as ascribed to them in the
Agreement.
2. Except as set forth herein, the Agreement remains unmodified and in full force and
effect and Town and Contractor hereby ratify, confirm, and adopt the Agreement as
amended hereby.
3. This First Amendment is expressly contingent upon the approval of the
Loxahatchee Groves Town Council and shall become effective only when signed
by all parties and approved by the Council members of the Town of Loxahatchee
Groves, Florida. (the "Effective Date").

IN WITNESS WHEREOF, the parties have duly executed this First Amendment
as of the day and year first written above.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Lisa El-Ramey, Mayor

ATTEST:

CONDITIONS
Lakisha Burch, Town Clerk

APPROVED AS TO TERMS AND

Town Manager or Designee

Approved as to form and legal sufficiency:

James Brako, Town Attorney

CONTRACTOR: PALM BEACH AGGREGATES, LLC

By: [Signature]

Print Name: ALBERT MORAGUES

Title: Vice President

[Corporate Seal]

STATE OF **FLORIDA**
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 9th day of February, 2021, by Albert Moragues, as the representative of and on behalf of Palm Beach Aggregates LLC (name of Contractor), who is personally known to me or who has produced the following identification:

NOTARY PUBLIC

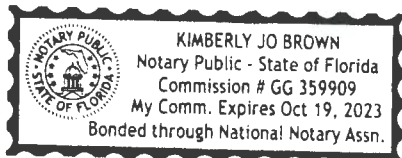
(SEAL)

[Signature]
Signature of Notary Public

Kimberly Jo Brown
(Print Name)

My Commission Expires: 10-19-23

Commission No.: 66 359909



AGREEMENT

THIS AGREEMENT is made this 24th day of February, 2020 between the Town of Loxahatchee Groves, Florida, a municipal corporation, hereinafter the "TOWN", with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and Palm Beach Aggregates, LLC, a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with a mailing address of 20125 State Rd. 80, Loxahatchee FL 33470.

RECITALS

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

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

WHEREAS, CONTRACTOR submitted a proposal for the material requested;

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

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

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

1. SCOPE OF WORK

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

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

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

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

3. FEE AND TERM

3.1 For the goods/services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in CONTRACTOR's proposal, as set forth in Exhibit "A" *which is represented with Palm Beach Aggregates, LLC. Proposal.*

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

3.3 This Agreement shall become effective upon approval by both parties and shall be for a period of three (3) 1 year, unless terminated earlier, as provided below. The Agreement may be renewed for two one-year periods upon the consent of both parties. *Fiscal Year 10.1.19 to 9.30.20.*

4. MAXIMUM COSTS

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

5. INVOICE

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

6. COPIES OF DATA/DOCUMENTS

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

7. OWNERSHIP

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

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

8. DEFAULTS, TERMINATION OF AGREEMENT

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

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon notice from the TOWN Manager. At such time, the CONTRACTOR would be compensated only for the goods provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the TOWN must pay for all material ordered or manufactured. No compensation shall be paid for 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, if delivering the material to the Town, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the TOWN with renewal or replacement

evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

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

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

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

All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured".

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

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

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

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may

use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

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

10. WAIVER OF BREACH

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

11. INDEMNITY

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

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith

judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

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

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein and, the CONTRACTOR's proposal. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

13. ASSIGNMENT

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

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

14. SUCCESSORS AND ASSIGNS

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

15. WAIVER OF TRIAL BY JURY

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

16. GOVERNING LAW AND REMEDIES

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

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. TIME IS OF THE ESSENCE

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

18. NOTICES

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

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

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

Palm Beach Aggregates, LLC
20125 State Rd. 80
Loxahatchee, FL 33470

19. SEVERABILITY

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

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure 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 Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

27. PUBLIC RECORDS

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

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

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

**LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE
GROVES, FL 33470.**

28. COPYRIGHTS AND/OR PATENT RIGHTS

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

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

30. FEDERAL AND STATE TAX

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

31. PROTECTION OF PROPERTY

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

32. DAMAGE TO PERSONS OR PROPERTY

32.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall

save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

33. FISCAL NON-FUNDING

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

35. SCRUTINIZED COMPANIES

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

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

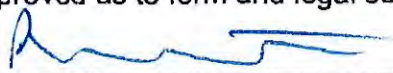
ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA


Lakisha Burch, Town Clerk

By: 
Robert Shorr, Mayor

Approved as to form and legal sufficiency:


R. Brian Shutt, Town Attorney

CONTRACTOR: PALM BEACH AGGREGATES, LLC

By: [Signature]

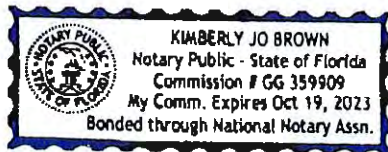
[Corporate Seal]

Print Name: Justo Navarro

Title: Sales Manager

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 12th day of February, 2020 by Justo Navarro, as Sales Manager, of Palm Beach Aggregates, LLC, 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: Kimberly Jo Brown
My commission expires: 10/19/23



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry Peters, Director of Public Works
VIA: James Titcomb, Town Manager
SUBJECT: Road Materials Provided and Delivered by Palm Beach Aggregates, LLC.

Background:

In order to continue the replenishment of base rock to the Town's Grid of Major Roads, we are requesting approval of one or more of the following purchases from Palm Beach Aggregates, LLC, at previously approved 2018 rates:

A Road from Collecting Canal to Okeechobee Road (1.25 Miles) at a cost of \$78,750.00.

South E Road from Collecting Canal to Okeechobee Road (1.25 Miles) at a cost of \$85,100.00.

North E Road from Okeechobee Road to South North Road (1.00 Miles) at a cost of \$68,700.00.

Collecting Canal Road from D Road to Folsom (1.67 Miles) at a cost of \$100,000.00.

Folsom Road, East 25th Street, and East G Road (1.0 Miles) at a cost of \$65,450.00.

It should be noted that these costs are solely for materials and do not include drainage or any related rentals of equipment.

Recommendations:

Staff seeks Council approval to execute purchase orders with Palm Beach Aggregates, LLC. for providing and delivering materials for ____, ____, roads as noted above at a total cost not to exceed \$200,000.00



FDOT Mine# 93-406

Thursday, March 28, 2019

PROPOSAL

110872

Justo Navarro

Cell: (561) 722-0862

Office: (561) 795-6550

Fax: (561) 798-5380

jnavarro@palmbeachag.com

Project Name: Town of Loxahatchee Groves - District Unpaved Rds.

Location:

1400 A Road

Loxahatchee, Florida 33470 4201

Latitude: 26.6981664 **Longitude:** -80.2975187

County: Palm Beach County

Prepared for: Town of Loxahatchee Groves

Contact: Larry Peters

E: dpw@loxahatcheeagrovesfl.gov

T: (561) 793-2418 C: (561) 335-6024

Qty	Unit	Material	Description	Unit Price
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) <i>South A rd.; Okeechobee Blvd. to Collecting Canal Rd.</i>	\$10.20
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) <i>South A rd.; Okeechobee Blvd. to Collecting Canal Rd.</i>	\$10.70
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) <i>North B Rd. - Okeechobee Blvd. to No. Rd.</i>	\$10.35
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) <i>North B Rd. - Okeechobee Blvd. to No. Rd.</i>	\$10.85
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) <i>South C Rd. - Okeechobee Blvd. to North Rd.</i>	\$10.60
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) <i>South C Rd. - Okeechobee Blvd. to North Rd.</i>	\$11.10
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) <i>South E Rd. - Okeechobee Blvd. to Collecting Canal Rd.</i>	\$10.60
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) <i>South E Rd. - Okeechobee Blvd. to Collecting Canal Rd.</i>	\$11.10

ALL PURCHASE ORDERS MUST BE RECEIVED PRIOR TO RELEASING ANY MATERIAL FROM THE QUARRY

ALL SALES SUBJECT TO CREDIT APPROVAL

THIS QUOTE SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THEREAFTER AT THE OPTION OF PALM BEACH AGGREGATES

PRICES BASED ON A MINIMUM 9.00 HOUR WORKDAY.

PAYMENT TERMS ARE NET 30 DAYS

Acceptance of Proposal - The terms and conditions are hereby accepted. It is understood that this work is not provided for in any other agreement and that no contractual rights arise until this proposal is accepted in writing.

Accepted by (Buyer): _____ **Date:** _____

Owner: _____ **Owner Contact:** _____

Bond Company: _____ **Policy Number:** _____

Signature: _____ **Print Name:** _____ **Title:** _____



FDOT Mine# 93-406

Thursday, March 28, 2019

PROPOSAL

110872

Justo Navarro
Cell: (561) 722-0862
Office: (561) 795-6550
Fax: (561) 798-5380
jnavarro@palmbeachag.com

Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) <i>North E Rd. - Okeechobee Blvd. to North Rd.</i>	\$10.70
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) <i>North E Rd. - Okeechobee Blvd. to North Rd.</i>	\$11.20
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) <i>No. Folsom Rd. - Okeechobee Blvd. to 25th st. No.</i>	\$11.15
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) <i>No. Folsom Rd. - Okeechobee Blvd. to 25th st. No.</i>	\$11.65
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) <i>G Road East</i>	\$11.15
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) <i>G Road East</i>	\$11.65
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) <i>G Road West</i>	\$11.15
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) <i>G Road West</i>	\$11.65
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) <i>South North Rd.</i>	\$11.15
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) <i>South North Rd.</i>	\$11.65

ALL PURCHASE ORDERS MUST BE RECEIVED PRIOR TO RELEASING ANY MATERIAL FROM THE QUARRY

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Acceptance of Proposal - The terms and conditions are hereby accepted. It is understood that this work is not provided for in any other agreement and that no contractual rights arise until this proposal is accepted in writing.

Accepted by (Buyer): _____ **Date:** _____

Owner: _____ **Owner Contact:** _____

Bond Company: _____ **Policy Number:** _____

Signature: _____ **Print Name:** _____ **Title:** _____

STANDARD TERMS AND CONDITIONS

1. PARTIES. Buyer as indicated on the attached proposal ("Buyer") acknowledges, understands and agrees that by executing the attached proposal (the "Proposal") it shall be bound by the Standard Terms and Conditions set forth herein and that said Standard Terms and Conditions shall be enforceable against Buyer by PALM BEACH AGGREGATES, LLC and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers ("Seller"). The Proposal, these Standard Terms and Conditions, each applicable Seller quotation and Seller order confirmation shall form the sole agreement ("Agreement") under which Buyer shall purchase materials ("Materials") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the terms and conditions contained herein. Any different or additional terms or conditions contained in Buyer's acceptance of this offer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Seller's authorized representative.

2. APPLICABILITY. This Agreement is made between Buyer and Seller. All the terms and conditions herein are intended to and shall apply to all purchases by Buyer from any entity included in the definition of "Seller" set forth above.

3. BUYER REPRESENTATIONS. Buyer represents to Seller that, as of the date of this Agreement, it is solvent and that any financial information provided or attached accurately reflects the present financial condition of Buyer. If at any time Seller deems the financial condition of Buyer as unsatisfactory, Seller reserves the right to require payment in full in advance or other security satisfactory to Seller. Buyer further warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Buyer. Each representation and the information contained in this Agreement or any credit application is material and given to induce the Seller to provide credit.

4. TECHNICAL ASSISTANCE. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyers guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.

5. LIMITED WARRANTY AND LIABILITY DISCLAIMER. Seller warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Proposal, if any, and shall be free from defects in material and workmanship. No other express warranties are made with respect to said Materials. Acceptance by Buyer of the Materials shall constitute confirmation by Buyer that the Materials meet the description and specifications, if any, set forth in such applicable Proposal. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the Materials sold hereunder, to provide Buyer with conforming replacements for any nonconforming Materials. Seller shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Seller warrants that the use or sale of the Materials will not infringe on the claims of any United States patent covering the Materials, but Seller does not warrant against infringement by reason of the use of the Materials in combination with other materials, goods, or manufacturing processes.

6. CLAIMS. Buyer's exclusive procedure for commencing claims under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of Materials must be given to Seller promptly upon discovery and must be supported in writing within seven (7) days after discovery to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice shall constitute a waiver by Buyer of its right to later make such a claim. No claims shall be allowed after the Materials purchased hereunder are incorporated, modified or processed by Buyer in any manner.

7. LIMITATION OF LIABILITY. Seller's liability on any claim for loss or damage arising out of the supplying of any Materials to Buyer, or their sale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of the Materials actually received from Buyer by Seller with regard to which such claim for loss or damage is made. In no event shall Seller be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages including, but not limited to, loss of profits or revenue, loss of use of the Materials or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages.

8. INDEMNIFICATION BY BUYER. To the fullest extent permitted by law, Buyer further agrees that, in specific consideration for receiving the express warranty granted by Seller in paragraph 5 above, it will indemnify and hold harmless Seller from and for any and all damages, including attorney's fees and costs, incurred by Seller in connection with any claim, demand, liability, or cause of action asserted against Seller for personal injuries, loss of life, property damages, or economic losses of Buyer or its employees, agents, representatives or any other person or entity in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortuous conduct by Seller.

9. DELIVERY AND INDEMNIFICATION. Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street or frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter upon private property to make delivery on site, Buyer shall be responsible to provide safe and adequate access and such delivery shall be at the risk of Buyer. Following delivery, Buyer shall be responsible for compliance with all governmental regulations and ordinances with regard to disposal, storage or placement of the same and shall indemnify and hold Seller harmless against all claims for personal injuries, including death, and any damage to private or public property arising from the delivery, storage, use, disposal or handling of said Materials. Unless otherwise specifically agreed, shipments will be made only during normal business hours, but not on Saturdays, Sundays, or holidays recognized by Seller or labor unions under contract with Seller. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may, at its sole option and without prejudice to any of its other remedies: (i) postpone further deliveries or shipments until such default is remedied; or (ii) terminate any and all obligations under any contract or obligation and refuse further performance without any liability to Buyer.

10. DELIVERY SITE CONDITIONS. Seller reserves the right to determine whether the site for delivery requested by Buyer is suitable for such delivery and Seller may refuse to deliver to a site if Seller is of the opinion that delivery would be unsuitable or unsafe. Buyer shall be responsible for all costs and damages incurred where, in the sole opinion of Seller, adequate access for delivery cannot be obtained. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets.

11. SURCHARGES. Seller reserves the right to charge a fuel surcharge, raw materials surcharge or other surcharges that may apply. Any fuel surcharge will be calculated from the Federal Energy Information Administration's weekly reporting of diesel fuel pricing for the respective operating region.

12. DELAYS. If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform, by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts or other labor disturbances, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or any other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure to perform.

13. QUANTITIES. The type and quantity of Materials delivered and detailed on the delivery ticket must be checked by Buyer at the time of delivery for compliance with Buyer's order. Variations between actual quantities of Materials delivered and those shown on the delivery ticket must be noted on all copies of the delivery ticket signed by Buyer. Invoice charges will be based on the quantities shown on the delivery ticket. Any claim for alleged short delivery of Materials must be made in accordance with Section 6 above, otherwise it will be deemed accepted by Buyer. In the absence of any claim Buyer shall be liable to pay for the full quantity of the Materials listed on the delivery ticket.

14. MEASUREMENT OF QUANTITIES. Measurement of quantities of Materials shipped and delivered to Buyer or Buyer's delivery agent by Seller shall be made only by Seller's certified truck scales at the respective Seller facility.

15. CREDIT, CONDITION PRECEDENT TO SELLER'S OBLIGATION TO PERFORM, PERSONAL GUARANTEE. Any and all credit terms of payment must be set forth in this Agreement. In the absence of any such credit terms, all deliveries under this Agreement are "Collect on Delivery" (C.O.D.) or "Cash In Advance" (C.I.A.). Buyer agrees upon request to furnish Seller such additional information (including financial statements) as is deemed necessary in the opinion of Seller to determine Buyer's financial condition. Seller's obligation to perform under this Agreement is subject to the condition precedent that Seller does not notify Buyer that Seller's Credit Department has disapproved any credit terms of payment specified herein.

16. CREDIT. Should Buyer's account be opened and approved with a credit amount, this amount, as amended from time to time, applies to the total purchases and can be exceeded at any given time only if approved by Seller's Credit Manager. Buyer acknowledges that Seller is relying upon the credit worthiness and financial ability of the guarantors, owner, or owners of Buyer, and Buyer, guarantors and such owner or owners shall be jointly and severally liable for all indebtedness of Buyer to Seller incurred under this Agreement.

17. PAYMENT. Buyer shall make all payments due hereunder in United States currency and in accordance with the terms of this Agreement, without any right of setoff or retention and without regard to any agreement Buyer may have with other parties. If delivery is to be delayed either at the request of Buyer or through no fault of Seller past the delivery date specified in this Agreement, Buyer shall pay promptly in full for all Materials sold hereunder. If any payments are not received when due, Seller may, at its option, assess an additional charge equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, for each thirty (30) day period of delay or part thereof to cover Seller's increased costs, or, in the alternative, upon notice to Buyer, cancel the portion of this Agreement which remains to be performed. If no due date is stated elsewhere in this Agreement, payment of all invoices is due within 30 days from the date of invoicing. Until Seller has received full payment for the Materials sold under this Agreement, Buyer shall not remove nor allow the removal of said Materials from the

jobsite to which they were delivered, nor shall Buyer use or allow the use of any such Materials for any project other than the one for which they were purchased.

18. OFFSET AND/OR SETOFF. Seller may exercise the right of set-off under this Agreement as to any sums owed by Seller and/or its affiliates under any other contract or agreement with Buyer and/or its affiliates.

19. PAST DUE ACCOUNTS. Should Buyer fail to pay when due any amount payable to Seller under the terms of this Agreement or should Buyer's financial condition become impaired or unsatisfactory to Seller, in the Seller's sole opinion, Seller may, at its option, make demand upon Buyer for: (1) immediate payment of all amounts then due and owing to Seller under this Agreement; (2) payment in advance or at the time of delivery of all future amounts to become due under this Agreement, and or (3) such other assurances as Seller shall deem necessary to adequately assure Seller that Buyer will perform its obligations under this Agreement. Until Seller receives the same, Seller may suspend its performance of this Agreement, and if such assurances are not received from Buyer within a reasonable time not exceeding ten (10) days, Seller may, at its option, deem this Agreement to have been repudiated by Buyer. Buyer further agrees to pay Seller any and all collection fees, attorneys' fees, and court costs incurred by Seller in collecting any amounts due under this Agreement.

20. TAXES. In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all federal, state and local taxes, assessments, fees, duties and charges levied by reason of this Agreement are in addition to the prices quoted in each applicable Quotation and shall be paid by Buyer.

21. TITLE & RISK OF LOSS. Title and risk of loss to the Materials shall transfer to the Buyer FOB Shipping Point or upon payment, whichever occurs earlier, and Buyer hereby grants Seller a first priority security interest in all such Materials until such time as Seller is paid in full all amounts due under this Agreement. Buyer further agrees to execute any and all documents that may be required for Seller to perfect such security interest.

22. INSURANCE. To the extent required by law, Seller will procure insurance coverage for itself and its employees or, if no such requirement exists, in an amount Seller deems appropriate. Notwithstanding any request in any bid documents, purchase order or any contract documents to the contrary, Seller will not provide a waiver of subrogation clause nor additional insured status for any party under any circumstances, nor shall Seller's insurance be primary and non-contributory.

23. MODIFICATION OF TERMS. No employee or agents of Seller has the authority to make any statement, including restricting or modifying or otherwise concerning the existence or effect of any of these terms and conditions or of any warranty or guarantee and no such employee or agent making any such statements shall be acting on behalf of or with the consent or agreement of Seller. These conditions may only be altered or varied in writing signed by a Seller Credit Manager, General Manager or officer of Seller and no other employee nor any other person has the authority to alter or vary any or all of these terms and conditions.

24. ASSIGNMENT. Buyer shall not assign this Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.

25. NOTICE. Any notice required to be sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to Seller c/o PALM BEACH AGGREGATES, LLC, 20125 State Road 80, P. O. Box 700, West Palm Beach, FL 33470.

26. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.

27. VENUE AND CHOICE OF LAW. The parties hereto agree that venue for any action brought for the breach of or the enforcement of this Agreement will lie in the county where Seller chooses or where Materials were purchased. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. Any and all actions brought by Buyer under this Agreement shall be brought within one (1) year of the date of delivery of the Materials with respect to which the action relates. AS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, BUYER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

28. ENTIRE AGREEMENT. This Agreement sets forth the sole and entire agreement between the parties with regard to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements between the parties regarding the same. No delivery of any Materials shall be made until Buyer returns a signed copy of this Agreement. Facsimiles, copies or other reproductions of this Agreement shall have the same effect as an original thereof.

29. WAIVER. Seller may, in its sole discretion, permit Buyer to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Buyer. Buyer waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.

30. MISCELLANEOUS. Seller may terminate this Agreement, in its sole discretion, without notice to Buyer and for any reason whatsoever. Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at any time by fax to any fax number provided by Buyer or by other electronic means or otherwise.

Town Proposals:

1-Materials Only

2-W/Delivery

ITID Proposal—no delivery

Wellington Proposal—w/delivery



FDOT Mine# 93-406
Thursday, March 28, 2019

PROPOSAL

110878

Justo Navarro
Cell: (561) 722-0862
Office: (561) 795-6550
Fax: (561) 798-5380
jnavarro@palmbeachag.com

Project Name: Town of Loxahatchee Groves - District Unpaved Rds.

Location:

1400 A Road
Loxahatchee, Florida 33470 4201
Latitude: 26.6981664 **Longitude:** -80.2975187

County: Palm Beach County

Prepared for: Town of Loxahatchee Groves

Contact: Larry Peters

E: dpw@loxahatcheeagrovesfl.gov

T: (561) 793-2418 C: (561) 335-6024

Qty	Unit	Material	Description	Unit Price
Tbd	Tons	Dot Baserock (Code 11)	Material only (tax exempt)	\$7.00
Tbd	Tons	1" Minus Baserock	Material only (tax exempt)	\$7.50
Tbd	Tons	#57 Stone	Material only (tax exempt)	\$18.50

ALL PURCHASE ORDERS MUST BE RECEIVED PRIOR TO RELEASING ANY MATERIAL FROM THE QUARRY

ALL SALES SUBJECT TO CREDIT APPROVAL

THIS QUOTE SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THEREAFTER AT THE OPTION OF PALM BEACH AGGREGATES

PRICES BASED ON A MINIMUM 9.00 HOUR WORKDAY.

PAYMENT TERMS ARE NET 30 DAYS

Acceptance of Proposal - The terms and conditions are hereby accepted. It is understood that this work is not provided for in any other agreement and that no contractual rights arise until this proposal is accepted in writing.

Accepted by (Buyer): _____ **Date:** _____

Owner: _____ **Owner Contact:** _____

Bond Company: _____ **Policy Number:** _____

Signature: _____ **Print Name:** _____ **Title:** _____

STANDARD TERMS AND CONDITIONS

1. PARTIES. Buyer as indicated on the attached proposal ("Buyer") acknowledges, understands and agrees that by executing the attached proposal (the "Proposal") it shall be bound by the Standard Terms and Conditions set forth herein and that said Standard Terms and Conditions shall be enforceable against Buyer by PALM BEACH AGGREGATES, LLC and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers ("Seller"). The Proposal, these Standard Terms and Conditions, each applicable Seller quotation and Seller order confirmation shall form the sole agreement ("Agreement") under which Buyer shall purchase materials ("Materials") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the terms and conditions contained herein. Any different or additional terms or conditions contained in Buyer's acceptance of this offer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Seller's authorized representative.

2. APPLICABILITY. This Agreement is made between Buyer and Seller. All the terms and conditions herein are intended to and shall apply to all purchases by Buyer from any entity included in the definition of "Seller" set forth above.

3. BUYER REPRESENTATIONS. Buyer represents to Seller that, as of the date of this Agreement, it is solvent and that any financial information provided or attached accurately reflects the present financial condition of Buyer. If at any time Seller deems the financial condition of Buyer as unsatisfactory, Seller reserves the right to require payment in full in advance or other security satisfactory to Seller. Buyer further warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Buyer. Each representation and the information contained in this Agreement or any credit application is material and given to induce the Seller to provide credit.

4. TECHNICAL ASSISTANCE. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.

5. LIMITED WARRANTY AND LIABILITY DISCLAIMER. Seller warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Proposal, if any, and shall be free from defects in material and workmanship. No other express warranties are made with respect to said Materials. Acceptance by Buyer of the Materials shall constitute confirmation by Buyer that the Materials meet the description and specifications, if any, set forth in such applicable Proposal. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the Materials sold hereunder, to provide Buyer with conforming replacements for any nonconforming Materials. Seller shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Seller warrants that the use or sale of the Materials will not infringe on the claims of any United States patent covering the Materials, but Seller does not warrant against infringement by reason of the use of the Materials in combination with other materials, goods, or manufacturing processes.

6. CLAIMS. Buyer's exclusive procedure for commencing claims under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of Materials must be given to Seller promptly upon discovery and must be supported in writing within seven (7) days after discovery to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice shall constitute a waiver by Buyer of its right to later make such a claim. No claims shall be allowed after the Materials purchased hereunder are incorporated, modified or processed by Buyer in any manner.

7. LIMITATION OF LIABILITY. Seller's liability on any claim for loss or damage arising out of the supplying of any Materials to Buyer, or their sale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of the Materials actually received from Buyer by Seller with regard to which such claim for loss or damage is made. In no event shall Seller be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages including, but not limited to, loss of profits or revenue, loss of use of the Materials or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages.

8. INDEMNIFICATION BY BUYER. To the fullest extent permitted by law, Buyer further agrees that, in specific consideration for receiving the express warranty granted by Seller in paragraph 5 above, it will indemnify and hold harmless Seller from and for any and all damages, including attorney's fees and costs, incurred by Seller in connection with any claim, demand, liability, or cause of action asserted against Seller for personal injuries, loss of life, property damages, or economic losses of Buyer or its employees, agents, representatives or any other person or entity in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller.

9. DELIVERY AND INDEMNIFICATION. Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street or frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter upon private property to make delivery on site, Buyer shall be responsible to provide safe and adequate access and such delivery shall be at the risk of Buyer. Following delivery, Buyer shall be responsible for compliance with all governmental regulations and ordinances with regard to disposal, storage or placement of the same and shall indemnify and hold Seller harmless against all claims for personal injuries, including death, and any damage to private or public property arising from the delivery, storage, use, disposal or handling of said Materials. Unless otherwise specifically agreed, shipments will be made only during normal business hours, but not on Saturdays, Sundays, or holidays recognized by Seller or labor unions under contract with Seller. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may, at its sole option and without prejudice to any of its other remedies: (i) postpone further deliveries or shipments until such default is remedied; or (ii) terminate any and all obligations under any contract or obligation and refuse further performance without any liability to Buyer.

10. DELIVERY SITE CONDITIONS. Seller reserves the right to determine whether the site for delivery requested by Buyer is suitable for such delivery and Seller may refuse to deliver to a site if Seller is of the opinion that delivery would be unsuitable or unsafe. Buyer shall be responsible for all costs and damages incurred where, in the sole opinion of Seller, adequate access for delivery cannot be obtained. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets.

11. SURCHARGES. Seller reserves the right to charge a fuel surcharge, raw materials surcharge or other surcharges that may apply. Any fuel surcharge will be calculated from the Federal Energy Information Administration's weekly reporting of diesel fuel pricing for the respective operating region.

12. DELAYS. If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform, by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts or other labor disturbances, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or any other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure to perform.

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24. ASSIGNMENT. Buyer shall not assign this Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.

25. NOTICE. Any notice required to be sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to Seller c/o PALM BEACH AGGREGATES, LLC, 20125 State Road 80, P. O. Box 700, West Palm Beach, FL 33470.

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28. ENTIRE AGREEMENT. This Agreement sets forth the sole and entire agreement between the parties with regard to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements between the parties regarding the same. No delivery of any Materials shall be made until Buyer returns a signed copy of this Agreement. Facsimiles, copies or other reproductions of this Agreement shall have the same effect as an original thereof.

29. WAIVER. Seller may, in its sole discretion, permit Buyer to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Buyer. Buyer waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.

30. MISCELLANEOUS. Seller may terminate this Agreement, in its sole discretion, without notice to Buyer and for any reason whatsoever. Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at any time by fax to any fax number provided by Buyer or by other electronic means or otherwise.

Town Proposals:

1-Materials Only

2-W/Delivery

ITID Proposal—no delivery

Wellington Proposal—w/delivery

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TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

SUBJECT: Resolution No. 2021-06 Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing Other Government Agency Contracts from the City of Boynton Beach and Lee County; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements

Background:

The Town's Purchasing Code, Section 2.133 allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

Staff has begun to compile a list of cooperative purchasing agreements available to the Town through competitive selection processes completed by other agencies. Our goal is to build a library of contracts and vendors for a variety of significant functions and operations for best pricing and immediate availability. Creation of the library of contracts will facilitate our procurement process so that we can accelerate our operations while ensuring compliance with purchasing requirements.

The table below is the initial list of cooperative agreements staff recommends the Town enter into pending receipt of required confirmation and documentation from both the contracting agency and the awarded contractors stating that we may utilize each of the contracts under cooperative agreement for the same or equivalent products and/or services at the stated or lower pricing and otherwise mirrors all terms and conditions in the contracting agency's agreement. Purchase orders, individually or in the aggregate, are not to exceed amounts budgeted without separate budget amendment and/or Council approval as required by the Town's purchasing requirements.

Attached are the following documents:

- **Resolution No. 2021-06** Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing Other Government Agency Contracts from the City of Boynton Beach and Lee County; Authorizing the

Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements.

- City of Boynton Beach
- Lee County

Recommendations: Staff recommends adoption of **Resolution No. 2021-06** Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing Other Government Agency Contracts from the City of Boynton Beach and Lee County; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements.

May 9, 2019

Johnson-Davis, Inc.

VIA E-MAIL TO: sjohnson@johnsondavis.com

REF: AWARD OF BID NO. 019-2521-19/IT– Repairs and Emergency Services

At the meeting of May 7, 2019, City Commission awarded the subject Bid to your firm as the SECONDARY vendor. The initial term of the Contract will be from May 8, 2019 thru May 7, 2021. With the option to renew for three (3) additional one-year terms subject to vendor acceptance, satisfactory performance and determination that the renewal is in the best interest of the City.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/AgendaIntranet/CoverSheet.aspx?ItemID=5907&MeetingID=260>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to my attention at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Upon receipt of the Certificate of Insurance, we will provide you with a purchase order.

The Contract Manager for this Contract is Tremaine Johnson, Telephone: (561) 742-6476 and e-mail: JohnsonTr@bbfl.us.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Johnson-Davis, Inc.

Sincerely,

Eric Marmer

Eric Marmer, MPA
Buyer

cc: Tremaine Johnson, Manager, Field Operations, Boynton Beach Utilities
Central File
File

ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

JOHNSON-DAVIS, INC.

24 Hillbrath Drive

Lantana, FL 33462

Phone (561) 585-5252

Fax (561) 585-5252

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
GENERAL CONDITIONS			
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	3000
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	2000
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	2000
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	2000
GC-5	Record Drawing	LS	1000
GC-6	Construction Survey	LS	500
GC-7	Pre-During-Post Construction Digital Photos	LS	350
GC-8	M.O.T. Residential Street	EA	500
GC-9	M.O.T. City Arterial Roadway	EA	1500
GC-10	M.O.T. DOT Roadway	EA	
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)	ALLOWANCE ITEM	
GC-12	Density Tests (actual cost reimbursement by City)	---	---
GC-13	Proctor Tests (actual cost reimbursement by City)	---	---
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)	---	---
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)	---	---
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)	---	---
GC-17	Applicable Permits (actual cost reimbursement by City)	---	---
WASTEWATER			
	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-1	0' - 6' FT Deep	LF	200
SWR-2	6' - 8' FT Deep	LF	240
SWR-3	8' - 10' FT Deep	LF	260
SWR-4	10' - 12' FT Deep	LF	280
SWR-5	12' - 16' FT Deep	LF	300
SWR-6	16' - 20' FT Deep	LF	400
	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-7	0' - 6' FT Deep	LF	200
SWR-8	6' - 8' FT Deep	LF	240
SWR-9	8' - 10' FT Deep	LF	260
SWR-10	10' - 12' FT Deep	LF	280
SWR-11	12' - 16' FT Deep	LF	300
SWR-12	16' - 20' FT Deep	LF	400

ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-13	0' - 6' FT Deep	LF	210
SWR-14	6' - 8' FT Deep	LF	250
SWR-15	8' - 10' FT Deep	LF	270
SWR-16	10' - 12' FT Deep	LF	290
SWR-17	12' - 16' FT Deep	LF	320
SWR-18	16' - 20' FT Deep	LF	430
	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-19	0' - 6' FT Deep	LF	210
SWR-20	6' - 8' FT Deep	LF	250
SWR-21	8' - 10' FT Deep	LF	270
SWR-22	10' - 12' FT Deep	LF	290
SWR-23	12' - 16' FT Deep	LF	320
SWR-24	16' - 20' FT Deep	LF	430
	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-25	0' - 6' FT Deep	LF	220
SWR-26	6' - 8' FT Deep	LF	260
SWR-27	8' - 10' FT Deep	LF	280
SWR-28	10' - 12' FT Deep	LF	300
SWR-29	12' - 16' FT Deep	LF	340
SWR-30	16' - 20' FT Deep	LF	450
	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-31	0' - 6' FT Deep	LF	220
SWR-32	6' - 8' FT Deep	LF	260
SWR-33	8' - 10' FT Deep	LF	280
SWR-34	10' - 12' FT Deep	LF	300
SWR-35	12' - 16' FT Deep	LF	340
SWR-36	16' - 20' FT Deep	LF	450
	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-37	0' - 6' FT Deep	LF	275
SWR-38	6' - 8' FT Deep	LF	300
SWR-39	8' - 10' FT Deep	LF	340
SWR-40	10' - 12' FT Deep	LF	400
SWR-41	12' - 16' FT Deep	LF	500
SWR-42	16' - 20' FT Deep	LF	600

JOHNSON-DAVIS, INC.
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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-43	0' - 6' FT Deep	LF	300
SWR-44	6' - 8' FT Deep	LF	325
SWR-45	8' - 10' FT Deep	LF	350
SWR-46	10' - 12' FT Deep	LF	420
SWR-47	12' - 16' FT Deep	LF	530
SWR-48	16' - 20' FT Deep	LF	625
	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-49	0' - 6' FT Deep	LF	300
SWR-50	6' - 8' FT Deep	LF	350
SWR-51	8' - 10' FT Deep	LF	400
SWR-52	10' - 12' FT Deep	LF	500
SWR-53	12' - 16' FT Deep	LF	600
SWR-54	16' - 20' FT Deep	LF	700 JM
	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-55	0' - 6' FT Deep	LF	320
SWR-56	6' - 8' FT Deep	LF	380
SWR-57	8' - 10' FT Deep	LF	400
SWR-58	10' - 12' FT Deep	LF	500
SWR-59	12' - 16' FT Deep	LF	600
SWR-60	16' - 20' FT Deep	LF	700
	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-61	0' - 6' FT Deep	LF	320
SWR-62	6' - 8' FT Deep	LF	370
SWR-63	8' - 10' FT Deep	LF	420
SWR-64	10' - 12' FT Deep	LF	520
SWR-65	12' - 16' FT Deep	LF	620
SWR-66	16' - 20' FT Deep	LF	725
	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-67	0' - 6' FT Deep	LF	350
SWR-68	6' - 8' FT Deep	LF	400
SWR-69	8' - 10' FT Deep	LF	450
SWR-70	10' - 12' FT Deep	LF	525
SWR-71	12' - 16' FT Deep	LF	650
SWR-72	16' - 20' FT Deep	LF	750

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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-73	0' - 3' FT Deep	LF	75
SWR-74	3' - 6' FT Deep	LF	125
SWR-75	6' - 8' FT Deep	LF	250
SWR-76	8' - 10' FT Deep	LF	350
	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of:		
SWR-77	0' - 3' FT Deep	LF	75
SWR-78	3' - 6' FT Deep	LF	125
SWR-79	6' - 8' FT Deep	LF	250
SWR-80	8' - 10' FT Deep	LF	350
	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-81	0' - 3' FT Deep	LF	80
SWR-82	3' - 6' FT Deep	LF	130
SWR-83	6' - 8' FT Deep	LF	260
SWR-84	8' - 10' FT Deep	LF	360
	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of:		
SWR-85	0' - 3' FT Deep	LF	80
SWR-86	3' - 6' FT Deep	LF	130
SWR-87	6' - 8' FT Deep	LF	260
SWR-88	8' - 10' FT Deep	LF	360
	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-89	0' - 3' FT Deep	LF	120
SWR-90	3' - 6' FT Deep	LF	250
SWR-91	6' - 8' FT Deep	LF	320
SWR-92	8' - 10' FT Deep	LF	400
	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-93	0' - 3' FT Deep	LF	130
SWR-94	3' - 6' FT Deep	LF	270
SWR-95	6' - 8' FT Deep	LF	330
SWR-96	8' - 10' FT Deep	LF	420

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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-97	0' - 3' FT Deep	LF	500
SWR-98	3' - 6' FT Deep	LF	600
SWR-99	6' - 8' FT Deep	LF	800
SWR-100	8' - 10' FT Deep	LF	1000
	Reconstruct Sanitary Sewer Lateral Clean-Out		
SWR-101	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (single)	EA	4000
SWR-102	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (double)	EA	4500
SWR-103	Ductile Iron Fittings for Wastewater Force Main with Accessories	TN	17000
SWR-104	Additional Pipe Crew Hours for installation greater than 60" cover	HR	700
	Furnish & Install Mega-Lug Joint Restraint for DIP		
SWR-105	4" Mega-Lug Joint Restraint for DIP	EA	60
SWR-106	6" Mega-Lug Joint Restraint for DIP	EA	80
SWR-107	8" Mega-Lug Joint Restraint for DIP	EA	100
SWR-108	10" Mega-Lug Joint Restraint for DIP	EA	150
SWR-109	12" Mega-Lug Joint Restraint for DIP	EA	200
SWR-110	16" Mega-Lug Joint Restraint for DIP	EA	400
SWR-111	24" Mega-Lug Joint Restraint for DIP	EA	500
SWR-112	36" Mega-Lug Joint Restraint for DIP	EA	1600
	Furnish & Install Mega-Lug Joint Restraint for PVC - C900		
SWR-113	4" Mega-Lug Joint Restraint for PVC - C900	EA	70
SWR-114	6" Mega-Lug Joint Restraint for PVC - C900	EA	90
SWR-115	8" Mega-Lug Joint Restraint for PVC - C900	EA	120
	Furnish & Install Joint Restraint Gasket		
SWR-116	4" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	80
SWR-117	6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	90
SWR-118	8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	120
SWR-119	10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	150
SWR-120	12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	250
	Furnish & Install PVC - C900 Bell Joint Restraint		
SWR-121	4" PVC - C900 Bell Joint Restraint	EA	80
SWR-122	6" PVC - C900 Bell Joint Restraint	EA	100
SWR-123	8" PVC - C900 Bell Joint Restraint	EA	120

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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install DIP Bell Joint Restraint		
SWR-124	10" DIP Bell Joint Restraint	EA	200
SWR-125	16" DIP Bell Joint Restraint	EA	500
SWR-126	20" DIP Bell Joint Restraint	EA	750
SWR-127	24" DIP Bell Joint Restraint	EA	1250
SWR-128	36" DIP Bell Joint Restraint	EA	3500
	Furnish & Install Gate Valve & Valve Box		
SWR-129	4" Gate Valve & Valve Box	EA	1300
SWR-130	6" Gate Valve & Valve Box	EA	1500
SWR-131	8" Gate Valve & Valve Box	EA	1800
SWR-132	10" Gate Valve & Valve Box	EA	2500
SWR-133	12" Gate Valve & Valve Box	EA	3000
SWR-134	16" Gate Valve & Valve Box	EA	7500
SWR-135	20" Gate Valve & Valve Box	EA	14000
SWR-136	24" Gate Valve & Valve Box	EA	20,000
SWR-137	36" Gate Valve & Valve Box	EA	50,000
	Furnish & Install Tapping Sleeve with Valve & Valve Box		
SWR-138	8"x6" Tapping Sleeve w/Valve & Valve Box	EA	5000
SWR-139	8"x8" Tapping Sleeve w/Valve & Valve Box	EA	6000
SWR-140	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	8000
SWR-141	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	9000
SWR-142	Wastewater Force Main 2" Air Release Valve w/Manhole	EA	9000
	Furnish & Install Insertion Valve with Valve Box		
SWR-143	4" Insertion Valve w/Valve Box	EA	6000
SWR-144	8" Insertion Valve w/Valve Box	EA	9000
SWR-145	10" Insertion Valve w/Valve Box	EA	12000
SWR-146	16" Insertion Valve w/Valve Box	EA	30,000
SWR-147	20" Insertion Valve w/Valve Box	EA	33,000
SWR-148	24" Insertion Valve w/Valve Box	EA	45,000
SWR-149	36" Insertion Valve w/Valve Box	EA	75,000
	Furnish & Install Line Stop		
SWR-150	4" Insertion Line Stop	EA	3500
SWR-151	8" Insertion Line Stop	EA	5500
SWR-152	10" Insertion Line Stop	EA	6500
SWR-153	16" Insertion Line Stop	EA	12,000
SWR-154	20" Insertion Line Stop	EA	20,000
SWR-155	24" Insertion Line Stop	EA	30,000
SWR-156	36" Insertion Line Stop	EA	50,000

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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:		
SWR-157	0' - 4' FT Deep	LF	6000
SWR-158	4' - 6' FT Deep	LF	7000
SWR-159	6' - 8' FT Deep	LF	10000
SWR-160	8' - 10' FT Deep	LF	11000
SWR-161	10' - 12' FT Deep	LF	13000
SWR-162	12' - 14' FT Deep	LF	16000
SWR-163	14' - 16' FT Deep	LF	18000
SWR-164	16' - 20' FT Deep	LF	21000
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:		
SWR-165	0' - 4' FT Deep	LF	6000
SWR-166	4' - 6' FT Deep	LF	7000
SWR-167	6' - 8' FT Deep	LF	10000
SWR-168	8' - 10' FT Deep	LF	12000
SWR-169	10' - 12' Feet Deep	LF	14000
SWR-170	12' - 14' FT Deep	LF	16500
SWR-171	14' - 16' FT Deep	LF	19000
SWR-172	16' - 20' FT Deep	LF	22000
**WATER MAIN			
** Prices Quoted in the Water Main Section are Interchangeable with Reuse Water Lines and Raw Water Lines as needed			
	Furnish & Install 4-Inch PVC - C900 Water Main in Right of Way at a depth of:		
WTR-1	0' - 3' FT Deep	LF	45
WTR-2	3' - 6' FT Deep	LF	55
	Furnish & Install 4-Inch PVC - 900 Water Main in Rear Easement at a depth of:		
WTR-3	0' - 3' FT Deep	LF	45
WTR-4	3' - 6' FT Deep	LF	55
	Furnish & Install 6-Inch PVC - C900 Water Main in Right of Way at a depth of:		
WTR-5	0' - 3' FT Deep	LF	50
WTR-6	3' - 6' FT Deep	LF	60

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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish and Install 6-inch PVC - C900 Water Main in Rear Easement at a depth of:		
WTR-7	0' - 3' FT Deep	LF	50
WTR-8	3' - 6' FT Deep	LF	60
	Furnish & Install Cement Lined Ductile Iron Pipe Water Main		
WTR-9	4" Ductile Iron Pipe Water Main in Rear Easement	LF	50
WTR-10	6" Ductile Iron Pipe Water Main in Rear Easement	LF	60
WTR-11	4" Ductile Iron Pipe Water Main in Utility ROW	LF	50
WTR-12	6" Ductile Iron Pipe Water Main in Utility ROW	LF	60
WTR-13	8" Ductile Iron Pipe Water Main in Utility ROW	LF	80
WTR-14	10" Ductile Iron Pipe Water Main in Utility ROW	LF	100
WTR-15	12" Ductile Iron Pipe Water Main in Utility ROW	LF	120
WTR-16	16" Ductile Iron Pipe Water Main in Utility ROW	LF	150
WTR-17	20" Ductile Iron Pipe Water Main in Utility ROW	LF	275
WTR-18	24" Ductile Iron Pipe Water Main in Utility ROW	LF	300
WTR-19	30" Ductile Iron Pipe Water Main in Utility ROW	LF	320
WTR-20	36" Ductile Iron Pipe Water Main in Utility ROW	LF	450
WTR-21	42" Ductile Iron Pipe Water Main in Utility ROW	LF	500
WTR-22	Additional Pipe Crew Hours for installation greater than 60" cover	HR	700
WTR-23	Ductile Iron Fittings for Water Main with Accessories	TON	12000
	Furnish & Install Mega-Lug Joint Restraint for DIP		
WTR-24	4" Mega-Lug Joint Restraint for DIP	EA	60
WTR-25	6" Mega-Lug Joint Restraint for DIP	EA	80
WTR-26	8" Mega-Lug Joint Restraint for DIP	EA	100
WTR-27	10" Mega-Lug Joint Restraint for DIP	EA	150
WTR-28	12" Mega-Lug Joint Restraint for DIP	EA	200
WTR-29	14" Mega-Lug Joint Restraint for DIP	EA	300
WTR-30	16" Mega-Lug Joint Restraint for DIP	EA	400
WTR-31	24" Mega-Lug Joint Restraint for DIP	EA	500
WTR-32	30" Mega-Lug Joint Restraint for DIP	EA	650
WTR-33	36" Mega-Lug Joint Restraint for DIP	EA	1600
WTR-34	42" Mega-Lug Joint Restraint for DIP	EA	2400
	Furnish & Install Mega-Lug Restraint for PVC - C900		
WTR-35	4" Mega-Lug Joint Restraint for PVC - C900	EA	80
WTR-36	6" Mega-Lug Joint Restraint for PVC - C900	EA	100
WTR-37	8" Mega-Lug Joint Restraint for PVC - C900	EA	120

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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install Joint Restraint Gasket		
WTR-38	6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	90
WTR-39	8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	120
WTR-40	10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	150
WTR-41	12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	150
	Furnish & Install DIP Bell Joint Restraint		
WTR-42	6" DIP Bell Joint Restraint	EA	100
WTR-43	8" DIP Bell Joint Restraint	EA	120
WTR-44	10" DIP Bell Joint Restraint	EA	200
WTR-45	12" DIP Bell Joint Restraint	EA	300
WTR-46	14" DIP Bell Joint Restraint	EA	400
WTR-47	16" DIP Bell Joint Restraint	EA	500
WTR-48	24" DIP Bell Joint Restraint	EA	1250
WTR-49	30" DIP Bell Joint Restraint	EA	3200 2200
WTR-50	36" DIP Bell Joint Restraint	EA	3500 3500
WTR-51	42" DIP Bell Joint Restraint	EA	5500
	Furnish & Install Gate Valve & Valve Box		
WTR-52	4" Gate Valve & Valve Box	EA	1200 1300
WTR-53	6" Gate Valve & Valve Box	EA	1500
WTR-54	8" Gate Valve & Valve Box	EA	1800
WTR-55	10" Gate Valve & Valve Box	EA	2500
WTR-56	12" Gate Valve & Valve Box	EA	3000
WTR-57	16" Gate Valve & Valve Box	EA	7500
WTR-58	20" Gate Valve & Valve Box	EA	14000
WTR-59	24" Gate Valve & Valve Box	EA	20000
WTR-60	36" Gate Valve & Valve Box	EA	50,000
	Furnish & Install Butterfly Valve & Valve Box		
WTR-61	12" Butterfly Valve & Valve Box	EA	2400
WTR-62	16" Butterfly Valve & Valve Box	EA	3900
WTR-63	24" Butterfly Valve & Valve Box	EA	7000
WTR-64	30" Butterfly Valve & Valve Box	EA	12000
WTR-65	36" Butterfly Valve & Valve Box	EA	20000
WTR-66	42" Butterfly Valve & Valve Box	EA	26000

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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install Tapping Sleeve with Valve & Valve Box		
WTR-67	6"x6" Tapping Sleeve w/Valve & Valve Box	EA	4500
WTR-68	6"x4" Tapping Sleeve w/Valve & Valve Box	EA	4000
WTR-69	8"x6" Tapping Sleeve w/Valve & Valve Box	EA	5000
WTR-70	8"x8" Tapping Sleeve w/Valve & Valve Box	EA	6000
WTR-71	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	8000
WTR-72	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	9000
	Furnish & Install Line Stop		
WTR-73	4" Insertion Line Stop	EA	6000
WTR-74	8" Insertion Line Stop	EA	9000
WTR-75	10" Insertion Line Stop	EA	12000
WTR-76	16" Insertion Line Stop	EA	30000
WTR-77	20" Insertion Line Stop	EA	33,000
WTR-78	24" Insertion Line Stop	EA	45,000
WTR-79	36" Insertion Line Stop	EA	75,000
	Fire Hydrants		
WTR-80	Fire Hydrant Assembly (42" Burial) w/elbow for Anchor Tee, Gate Valve & 6" DIP	EA	8000
WTR-81	Fire Hydrant Assembly (42" Burial) w/6" Gate Valve & 6" DIP	EA	7500
WTR-82	Remove & Replace Fire Hydrant Assembly (36" burial)	EA	5000
WTR-83	Remove & Replace Fire Hydrant Assembly (42" burial)	EA	6000
WTR-84	Remove & Replace Fire Hydrant Assembly (54" burial)	EA	7000
WTR-85	Fire Hydrant Extensions	EA	750
WTR-86	Bollards for Fire Hydrant	EA	300
WTR-87	Sample Points w/double strap saddle & corp stop	EA	500
WTR-88	Sample Points on Fire Hydrants	EA	350
WTR-89	2" Blowoff piping with box	EA	750
WTR-90	Water Main 1" Air Release Valve w/Manhole	EA	8000
WTR-91	Short Single service (1-1/2" Poly) (up to 10' long)	EA	2000
WTR-92	Short Double Service (1-1/2" Poly) (up to 10' long)	EA	2500
WTR-93	Long Single Service (1-1/2" w/3" casings) (up to 40' Long)	EA	7500
WTR-94	Long Double Service (1-1/2" w/3" casings) (up to 40' Long)	EA	3000
WTR-95	Sample Point for bacteriological test	EA	400
WTR-96	6" to 12" Dia. Connection to existing Water Main (Joint Restraint for existing pipe is not included)	EA	5000
WTR-97	16" to 24" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	EA	10,000
WTR-98	30" Diameter Connection to existing water main (Joint restraint for existing pipe is not included)	EA	15,000
WTR-99	36" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	EA	20,000
WTR-100	42" Diameter connection to existing water main (Joint Restraint for existing pipe is not included)	EA	24,000
	Asbestos-Cement (AC) Water Main Removal & Disposal		
WTR-101	Remove & Dispose AC Water Main (actual cost reimbursement by City)	ALLOWANCE ITEM	

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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
STORM WATER			
	Furnish & Install 15-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-1	0' - 6' Ft. deep	LF	100
STM-2	6' - 8' Ft. deep	LF	120
	Furnish & Install 15-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-3	0' - 6' Ft. deep	LF	100
STM-4	6' - 8' Ft. deep	LF	120
	Furnish & Install 24-Inch RCP Storm Water Main in Utility Right of Way at depth of:		
STM-5	0' - 6' Ft. deep	LF	120 AM
STM-6	6' - 8' Ft. deep	LF	140
	Furnish & Install 24-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-7	0' - 6' Ft. deep	LF	120 AM
STM-8	6' - 8' Ft. deep	LF	140
	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of:		
STM-9	0' - 6' Ft. deep	LF	160
STM-10	6' - 8' Ft. deep	LF	180
STM-11	8' - 10' Ft. deep	LF	200
	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-12	0' - 6' Ft. deep	LF	160
STM-13	6' - 8' Ft. deep	LF	180
STM-14	8' - 10' Ft. deep	LF	200
	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-15	0' - 6' Ft. deep	LF	180
STM-16	6' - 8' Ft. deep	LF	200
STM-17	8' - 10' Ft. deep	LF	220
	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-18	0' - 6' Ft. deep	LF	180 AM
STM-19	6' - 8' Ft. deep	LF	200
STM-20	8' - 10' Ft. deep	LF	220

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 Fax: 361 583 6252

ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-21	0' - 6' Ft. deep	LF	300
STM-22	6' - 8' Ft. deep	LF	400
STM-23	8' - 10' Ft. deep	LF	600
STM-24	10' - 12' Ft. deep	LF	750
STM-25	12' - 15' Ft. deep	LF	1000
	Furnish & Install 15-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-26	0' - 6' Ft. deep	LF	100
STM-27	6' - 8' Ft. deep	LF	120
	Furnish & Install 15-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-28	0' - 6' Ft. deep	LF	100
STM-29	6' - 8' Ft. deep	LF	120
	Furnish & Install 18-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-30	0' - 6' Ft. deep	LF	110
STM-31	6' - 8' Ft. deep	LF	130
	Furnish & Install 18-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-32	0' - 6' Ft. deep	LF	110
STM-33	6' - 8' Ft. deep	LF	130
	Furnish & Install 24-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-34	0' - 6' Ft. deep	LF	120
STM-35	6' - 8' Ft. deep	LF	140
	Furnish & Install 24-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-36	0' - 6' Ft. deep	LF	120
STM-37	6' - 8' Ft. deep	LF	140

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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-38	0' - 6' Ft. deep	LF	160
STM-39	6' - 8' Ft. deep	LF	180
STM-40	8' - 10' Ft. deep	LF	200
	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-41	0' - 6' Ft. deep	LF	160
STM-42	6' - 8' Ft. deep	LF	180
STM-43	8' - 10' Ft. deep	LF	200
	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-44	0' - 6' Ft. deep	LF	250
STM-45	6' - 8' Ft. deep	LF	300
STM-46	8' - 10' Ft. deep	LF	380
STM-47	10' - 12' Ft. deep	LF	500
	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-48	0' - 6' Ft. deep	LF	250
STM-49	6' - 8' Ft. deep	LF	300
STM-50	8' - 10' Ft. deep	LF	380
STM-51	10' - 12' Ft. deep	LF	500
	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-52	0' - 6' Ft. deep	LF	300
STM-53	6' - 8' Ft. deep	LF	400
STM-54	8' - 10' Ft. deep	LF	600
STM-55	10' - 15' Ft. deep	LF	800
	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-56	0' - 6' Ft. deep	LF	300
STM-57	6' - 8' Ft. deep	LF	400
STM-58	8' - 10' Ft. deep	LF	750
STM-59	10' - 15' Ft. deep	LF	1200
	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-60	0' - 6' Ft. deep	LF	400
STM-61	6' - 8' Ft. deep	LF	500
STM-62	8' - 10' Ft. deep	LF	700
STM-63	10' - 15' Ft. deep	LF	1500

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ATTACHMENT "E"
REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-64	0' - 6' Ft. deep	LF	400
STM-65	6' - 8' Ft. deep	LF	500
STM-66	8' - 10' Ft. deep	LF	900
STM-67	10' - 15' Ft. deep	LF	1600
	Furnish & Install 12-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-68	0' - 6' Ft. deep	LF	80
STM-69	6' - 8' Ft. deep	LF	100
	Furnish & Install 12-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-70	0' - 6' Ft. deep	LF	80
STM-71	6' - 8' Ft. deep	LF	100
	Furnish & Install 15-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-72	0' - 6' Ft. deep	LF	100
STM-73	6' - 8' Ft. deep	LF	120
	Furnish & Install 15-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-74	0' - 6' Ft. deep	LF	100
STM-75	6' - 8' Ft. deep	LF	120
	Furnish and Install 18-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-76	0' - 6' Ft. deep	LF	110
STM-77	6' - 8' Ft. deep	LF	120
	Furnish & Install 18-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-78	0' - 6' Ft. deep	LF	110
STM-79	6' - 8' Ft. deep	LF	120
	Furnish & Install 24-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-80	0' - 6' Ft. deep	LF	120
STM-81	6' - 8' Ft. deep	LF	140
	Furnish & Install 24-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-82	0' - 6' Ft. Deep	LF	120
STM-83	6' - 8' Ft. Deep	LF	140
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of:		
STM-84	0' - 4' Ft. deep	EA	5000
STM-85	4' - 6' Ft. deep	EA	7000
STM-86	6' - 8' Ft. deep	EA	8000
STM-87	8' - 10' Ft. deep	EA	10000

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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
STM-88	10' - 12' Ft. deep	EA	12000
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of:		
STM-89	0' - 4' Ft. deep	EA	5000
STM-90	4' - 6' Ft. deep	EA	7000
STM-91	6' - 8' Ft. deep	EA	8000
STM-92	8' - 10' Ft. deep	EA	11000
STM-93	10' - 12' Ft. deep	EA	14000
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of:		
STM-94	0' - 4' Ft. deep	EA	6500
STM-95	4' - 6' Ft. deep	EA	8000
STM-96	6' - 8' Ft. deep	EA	10000
STM-97	8' - 10' Ft. deep	EA	12000
STM-98	10' - 12' Ft. deep	EA	16000
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of:		
STM-99	0' - 4' Ft. deep	EA	6500
STM-100	4' - 6' Ft. deep	EA	8000
STM-101	6' - 8' Ft. deep	EA	10000
STM-102	8' - 10' Ft. deep	EA	13,000
STM-103	10' - 12' Ft. deep	EA	19,000

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ATTACHMENT "E"
REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-104	0' - 4' Ft. deep	EA	5500
STM-105	4' - 6' Ft. deep	EA	7500
STM-106	6' - 8' Ft. deep	EA	8500
STM-107	Optional Pollution Control Device	EA	1000
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-108	0' - 4' Ft. deep	EA	6000
STM-109	4' - 6' Ft. deep	EA	7500
STM-110	6' - 8' Ft. deep	EA	10,000
STM-111	Optional Pollution Control Device	EA	1000
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-112	0' - 4' Ft. deep	EA	6500
STM-113	4' - 6' Ft. deep	EA	10,000
STM-114	6' - 8' Ft. deep	EA	16,000
STM-115	8' - 10' Ft. deep	EA	20,000
STM-116	10' - 12' Ft. deep	EA	24,000
STM-117	Optional Pollution Control Device	EA	1000

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ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

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ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
RESTORATION			
R-1	Removal and disposal of 6" thick concrete	SF	10
R-2	Furnish & Install 4" Concrete without wire	SF	18
R-3	Furnish & Install 6" Concrete without wire	SF	24
R-4	Furnish & Install ADA compliant detectable surface	EA	500
R-5	Furnish & Install FDOT Type "D" Curb - by hand	LF	100
R-6	Furnish & Install FDOT Type "D" Curb - by machine	LF	80
R-7	Furnish & Install FDOT Type "F" Curb - by hand	LF	100
R-8	Furnish & Install FDOT Type "F" Curb - by machine	LF	80
R-9	Furnish & Install FDOT Valley Gutter - by hand	LF	100
R-10	Furnish & Install FDOT Valley Gutter - by machine	LF	80
R-11	Furnish & Install Bahia Sod - up to 1000 SF	SF	2
R-12	Furnish & Install Bahia Sod - over 1000 SF	SF	1
R-13	Furnish & Install Floratam Sod - up to 1000 SF	SF	4
R-14	Furnish & Install Floratam Sod - over 1000 SF	SF	2
R-15	Furnish & Install FDOT seed & mulch mix	SY	10
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	HR	100
R-17	Removal and Disposal of Existing Asphalt Pavement	SY	10
R-18	Mill Existing Pavement (3/4" - 1" avg)	SY	60
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)	SY	90
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course	SY	78
R-21	Furnish and Install 1" Type S-III Surface Course	SY	60
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way	SY	80
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way	SY	100
R-24	FDOT Flowable Fill (Excavatable)	CY	400
R-25	Leak Repairs (structures) - Grouting	GAL	200 200 ⁰⁰
R-26	Ground Stabilization Grouting	CY	600
R-27	6" Limerock/ Crushed Concrete Base, primed	SY	46
R-28	8" Limerock/ Crushed Concrete Base, primed	SY	50
R-29	12" Compacted Subgrade, 98% T-180	SY	24
R-30	Adjust manhole ring and cover to grade	EA	750
R-31	Adjust valve box to grade	EA	500
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)	SF	40
BY-PASS PUMP SET UP WITH BY-PASS PUMPING			
BP-1	Bypass 8" Sewer Set Up	EA	1000
BP-2	Bypass 10" to 12" Sewer Setup	EA	1500
BP-3	Bypass 15" to 18" Sewer Setup	EA	3000
BP-4	Bypass 24" Sewer Setup	EA	7500
BP-5	Bypass 4" Pump Including Monitoring	DAY	850
BP-6	Bypass 6" Pump Including Monitoring	DAY	1000

ATTACHMENT "E"

REVISED PER ADDENDUM NO. 1 - ATTACHMENT E

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
BP-7	Bypass 8" Pump Including Monitoring	DAY	4500
BP-8	Bypass 10" Pump Including Monitoring	DAY	6000
WELL POINT SYSTEM AND DE-WATERING			
WP-1	Well Point system up to 150 points complete with pump and jetting equipment, and Monitoring	DAY	2750
WP-2	Well Point system with more than 150 points complete with pump and jetting equipment, and Monitoring	DAY	3000
IMPORTED BACKFILL & REMOVAL OF IN-SITU MATERIAL			
BF-1	Removal & Disposal of unsuitable in-situ material/soil	CY	60
BF-2	Imported Backfill & Compaction	CY	50

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**AGREEMENT FOR REPAIRS AND EMERGENCY SERVICES FOR WATER
DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER UTILITY
SYSTEMS**

(Utilizing the City of Boynton Beach Contract)

THIS AGREEMENT ("Agreement" hereafter) is made as of the 17th day of Sept., 2019, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and **JOHNSON-DAVIS INCORPORATED**, 604 Hillbrath Drive, Lantana, FL 33462, a Florida corporation ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY's Water Utility is in need of a qualified CONTRACTOR for emergency repairs made to the City's Water Distribution, Wastewater Collection and Storm Water Systems on an as needed basis; and,

WHEREAS, on May 8, 2019, the City of Boynton Beach awarded a contract for repairs and emergency services under BID NO. 019-2521-19/IT to the CONTRACTOR (the "City of Boynton Beach Contract"); and,

WHEREAS, the CITY has requested and the CONTRACTOR (along with the City of Boynton Beach) has agreed to extend the terms and conditions of the City of Boynton Beach Contract to the CITY for repairs and emergency services; and,

WHEREAS, the CITY has reviewed the BID line items from the City of Boynton Beach Contract and determined that the City of Boynton Beach Contract and BID line item prices are competitive and will result in the best value to the CITY.

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. City of Boynton Beach Contract. The City of Boynton Beach Contract (which includes the amendments executed by the City of Boynton Beach and the CONTRACTOR) is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein.
3. Term. The term of this Agreement shall be consistent with the term of the City of Boynton Beach Contract, which terminates May 7, 2021. If the City of Boynton Beach Contract is extended beyond May 7, 2021, the CITY and CONTRACTOR may extend the term of this Agreement commensurate with that of the City of Boynton Beach extension and the City Manager may execute such extension, provided the prices remain the same.
4. Work Orders.
 - A. The CITY's ordering mechanism for the work under this Agreement shall be a CITY issued Work Order; however, in the event of a conflict, all contractual terms and conditions stated herein and as stated in the City of Boynton Beach Contract shall take precedence over the terms and conditions stated in the CITY issued Work Order. The CONTRACTOR shall not provide any work under this Agreement

without a CITY issued Work Order specifically for this purpose, which shall include the applicable statement of work. The CONTRACTOR shall not perform work which is outside the scope of an issued Work Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Work Order to be paid to the CONTRACTOR. The pricing in each Work Order shall be consistent with the pricing set forth in the City of Boynton Beach Contract. Each issued Work Order shall be incorporated into this Agreement and made a part hereof.

- B. This Agreement does not guarantee that the City will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. The CITY will provide the CONTRACTOR with plans and/or specifications in order for the CONTRACTOR to develop its proposal. The CONTRACTOR's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the CONTRACTOR's proposal and shall be based on the BID Item Rates attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONTRACTOR's proposed work order and proposal, the City shall decide in its sole discretion whether to award the work order to the CONTRACTOR. Depending on the lump sum amount of each work order, the work order may be awarded by the City Manager, if within their purchasing authority (currently not to exceed \$25,000), or the City Commission. If the work order is approved by the City, the CONTRACTOR shall commence the identified services upon the City's approval of the work order for the services and issuance of a notice to proceed. The City reserves the right to reject any and all proposals submitted by the CONTRACTOR. A City-approved work order shall include (by reference) the plans and/or specifications provided by the City to the CONTRACTOR.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement;
- b. The City of Boynton Beach Contract; and,
- c. The CITY issued Work Order.

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Indemnity and Insurance.

A. Indemnity.

1. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence,

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

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 CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY 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 CITY 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 CITY 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 CITY, be detrimental in any material respect to the CITY's reputation; (ii) the third party claim seeks an injunction or equitable relief against the CITY; 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.

3. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The 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 or any other provision in the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Insurance.

1. The CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured". and the CONTRACTOR shall provide additional insured endorsement section of Certificates of Insurance.

2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$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 Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect 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.

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

8. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. 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.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. 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.
- J. PUBLIC RECORDS. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY's custodian of public records or designee, 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, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-

**1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE
HIGHWAY, LAKE WORTH BEACH, FL 33460.**

K. SCRUTINIZED COMPANIES.

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

2. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

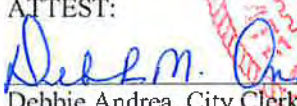
5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for _____ as of the day and year first above written.

 CITY OF LAKE WORTH BEACH, FLORIDA
By: 
Pam Trigo, Mayor
ATTEST:

Debbie Andrea, City Clerk
Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney
/mpa

CONTRACTOR:

JOHNSON-DAVIS INCORPORATED

[Corporate Seal]

By: 
Print Name: ROBERT A. HOOPER
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 04 day of SEP, 2019 by ROBERT A. HOOPER as VICE PRESIDENT (title), of JOHNSON-DAVIS INC a Florida corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.



LARISA DITU PELKEY
Commission # GG 157707
Expires January 22, 2022
Bonded Tenu Budget Notary Services


NOTARY PUBLIC

EXHIBIT "A"
SAMPLE WORK ORDER

**AGREEMENT FOR REPAIRS AND EMERGENCY SERVICES FOR WATER
DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER UTILITY
SYSTEMS
WORK ORDER NO. _____**

THIS WORK ORDER for General Contractor Related Services for emergency repairs made to the City's Water Distribution, Wastewater Collection and Storm Water Systems ("Work Order" hereafter) is made on the _____ day of _____, 20____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and Johnson-Davis Incorporated, a Florida corporation ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems project generally described as: _____ (the "Project").

The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1".**

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and

extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City _____ hundred dollars (\$_____.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of \$_____ (_____). The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City:

_____.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the City is _____, phone: _____; email: _____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

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

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8.0 Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the Agreement for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems between the City of Lake Worth and the Contractor, dated _____, 20__ ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order
as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____ [Do Not Sign – Sample] _____
[Mayor or City Manager to sign
depending on amount of work order]

ATTEST:

Approved as to form and legal sufficiency:

Deborah M. Andrea, City Clerk

Glen J. Torcivia, City Attorney

Contractor: JOHNSON-DAVIS INCORPORATED

[Corporate Seal]

By: _____ [Do Not Sign – Sample] _____
Name:
Title:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of Johnson-Davis
Incorporated, a Florida corporation, and who is personally known to me or who has
produced the following _____ as identification.

Notary Public

**AGREEMENT FOR
ALTERNATIVE PAVING METHODS**

THIS AGREEMENT FOR ONGOING ALTERNATIVE PAVING PROJECTS ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Asphalt Paving Systems, Inc., a New Jersey corporation authorized to do business in the State of Florida, whose address is 9021 Wire Road, Zephyrhills, FL 33540, and whose Federal tax identification number is 22-3787755, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the County intends to purchase construction services related to Alternative Paving Methods from the Contractor for specific projects as determined by the County (the "Purchase"); and,

WHEREAS, the County issued a solicitation, B170265/ANB on April 7, 2017; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision Bid Action on June 6, 2017; and,

WHEREAS, the Contractor is one of a pool of firms approved to provide products and services for the Purchase, the County shall award projects as needed, and the Contractor understands and agrees that no work is guaranteed under this Agreement; and,

WHEREAS, the Contractor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

- A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of B170265/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Contractor, and shall continue for a period of one (1) year on an "as needed" basis. The Agreement may be renewed for up to three (3) additional one (1) year periods upon mutual written agreement of the County and the Contractor.
- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services must be delivered in accordance with Supplemental Task Authorizations and Change Orders. The schedule must commence on the date of the purchase order.

III. COMPENSATION AND PAYMENT

- A. The County must pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Contractor's submittal in response to B170265/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Contractor must not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on fifteen (15) days' prior written notice, but failure to give such notice will be of no effect and the County will not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County must pay the Contractor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., as amended from time to time, upon receipt of the Contractor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Contractor must submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments must be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder will be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation must be agreed upon before commencement of any additional services or provision of additional product(s) and must be incorporated into this Agreement by written amendment. The County will not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor will indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. CONTRACTOR'S INSURANCE

- A. Contractor must procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Contractor must, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and must not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. PERFORMANCE AND PAYMENT BOND(S)

The Contractor must procure performance and payment bond(s) in accordance with Exhibit D.

IX. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor must be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Contractor under this Agreement. The Contractor must, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Contractor must comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and must not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and must:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County's custodian of public records, provide the County 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;
- 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901; publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

E. The Contractor is, and will be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement will be at all times, and in all places, subject to the Contractor's sole direction, supervision and control. The Contractor must exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County will be that of an independent contractor and not as employees of the County. The

Contractor will be solely responsible for providing benefits and insurance to its employees.

X. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement will become the property of the County upon acceptance by the County.

XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Contractor must ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Contractor to perform the services pursuant to this Agreement must comply with the terms set forth in this Agreement.
- C. The Contractor specifically agrees that all products must be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" is deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XII. COMPLIANCE WITH APPLICABLE LAW

This Agreement will be governed by the laws of the State of Florida. Contractor must promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Contractor must conduct no activity or provide any service that is unlawful or offensive.

XIII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Contractor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County will be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Contractor must stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all

Contractors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Contractor's obligations under this Agreement.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. STOP WORK ORDER

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. Any order must be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor must not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XIII.

In the event the County does not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Agreement.

XVI. CONTRACTOR WARRANTY

- A. All products provided under this Agreement must be new (unless specifically identified otherwise in a Supplemental Task Authorization) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Contractor must pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor must refund to the County any money which has been paid for same.
- C. Contractor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Contractor must not assign any interest in this Agreement and must not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such

transfer or assignment due to bankruptcy must be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement may not be construed to be and is not a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement must be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Contractor is comprised of more than one legal entity, each entity must be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Robert Capoferri

Title: President

Address: 9021 Wire Road
Zephyrhills, FL
33540

Telephone: 813-788-0010

Facsimile: 813-788-0020

E-mail: ~~Ponderosamark@hotmail.com~~
JackieAPS@outlook.com
DGannon@gmail.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Contractor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Supplemental Task Authorization(s)
 - 2. Agreement
 - 3. County's Purchase Order
 - 4. Solicitation # B170265/ANB
 - 5. Contractor's Submittal in Response to Solicitation # B170265/ANB

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Kenneth Messina

Print Name: Kenneth Messina
Secretary

Asphalt Paving Systems, Inc.

Signed By: [Signature]

Print Name: Robert Capoferri

Title: President

Date: 7/12/2017

LEE COUNTY

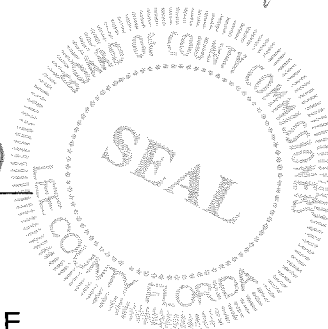
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 9/5/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk,

BY: [Signature]
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

Contractor shall provide Alternative Paving services in accordance with Lee County Solicitation No. B170265/ANB and Supplemental Task Authorizations issued under this Agreement, if any.

A. Supplemental Task Authorizations

The term Supplemental Task Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by Solicitation No. B170265/ANB and this Agreement.

B. Award of Supplemental Task Authorizations

As provided by Solicitation No. B170265/ANB, individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

1. Each project/task order will not exceed \$500,000.00.

- 1.1. Any project/task order **\$50,000.00 or less** may be awarded to the vendor holding a valid contract under this bid, with the lowest unit prices, able to meet the required schedule.
- 1.2. Any project/task order **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of 3 awarded vendors** holding a valid contract under this Bid.
- 1.3. Any project/task order **over \$100,000.00** must provide a payment and performance bond.
- 1.4. No vendor will be paid more than **\$4,000,000.00 per year**.
- 1.5. **Notice to Proceed (NTP)**
 - 1.5.1. All project/task order **\$50,000.00 or less** will **use the purchase order** as the notice to proceed. The start date and date or the number of day to complete the project must be included on the purchase order. If the start date is left off the purchase order then the date of the purchase order approval will default as the NTP start date.
 - 1.5.2. Projects **\$50,000.01 but less than \$500,000.00** will have a **formal NTP issued through the Procurement Management Division**.
- 1.6. The County retains the right to select any vendor to whom a multiple-vendor award has been made.
- 1.7. The County retains the right to separately and competitively bid any and all job estimates greater than \$500,000.00.

- Any project/task with a total cost of **\$50,000.00 or less** may be awarded to the firm holding a valid contract under this bid, with the lowest unit prices, able to meet the required project schedule.
- Any project/task with a total cost of **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of three (3) of the**

EXHIBIT A SCOPE OF SERVICES

approved firms holding a valid contract under Solicitation No. B170265/ANB. When quotes are requested, the Contractor's submittal must be based on the unit prices provided by Exhibit B, or lower prices. The quote must not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under this bid, with the lowest quoted price, able to meet the required project schedule.

C. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of Solicitation No. B170265/ANB and as further described in any Supplemental Task Authorizations issued under this Agreement.

D. PRICING

Consumer Price Index (CPI): Contract prices for equipment and/or service will remain firm through the first contract year. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, no price increase will be accepted. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Miami Area. No retroactive contract price adjustments will be allowed.

EXHIBIT B FEE SCHEDULE

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any Supplemental Task Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's Response to Solicitation No. B170265/ANB, which appear below. All quotes received by the County from the Contractor must reflect pricing at or below the rates listed in this Exhibit B.

			<i>Asphalt Paving Systems, Inc.</i>	
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>Quantity</u>	<u>Price</u>
101-1	Mobilization	%	1	5.00%
102-1	Maintenance of Traffic	%	1	5.00%
104-12	Staked Silt Fence	50-500	LF	\$2.00
104-12	Staked Silt Fence	501-1000+	LF	\$1.25
110-1-1	<i>Clearing and Grubbing</i>	1	AC	\$7,500.00
110-1	Curb and Gutter Removal	25-250	LF	\$30.00
110-1	Curb and Gutter Removal	251-500+	LF	\$15.00
110-2	Miscellaneous Concrete Removal	50-500	SY	\$8.00
110-2	Miscellaneous Concrete Removal	501-1000+	SY	\$5.00
110-3	Existing Pipe Removal	10-200	LF	\$25.00
110-3	Existing Pipe Removal	201-500+	LF	\$18.00
110-4	Removal of Existing Pavement	20-500	SY	\$7.00
110-4	Removal of Existing Pavement	501-1000+	SY	\$5.00
120-1	Roadway Excavation	201-500	CY	\$25.00
120-1	Roadway Excavation	501-1000+	CY	\$20.00

EXHIBIT B FEE SCHEDULE

120-4	Swale Grading	20-200	LF	\$20.00
120-4	Swale Grading	201-500+	LF	\$12.50
120-6	Embankment (Truckload)	1-200	CY	\$40.00
120-6	Embankment (Truckload)	201-500+	CY	\$30.00
280-2	Asphaltic Base Course	20-200	TN	\$175.00
280-2	Asphaltic Base Course	201-500	TN	\$120.00
280-2	Asphaltic Base Course	501-1000+	TN	\$95.00
327-1	Milling of Existing Asphalt (2" +/-)	50,000 +	SY	\$3.50
327-2	Milling of Existing Asphalt (2" +/-)	10,000 to 50,000	SY	\$5.50
331-1	Type III Asphaltic Concrete	20-200	TN	\$180.00
331-1	Type III Asphaltic Concrete	201-500	TN	\$135.00
331-1	Type III Asphaltic Concrete	501-1000+	TN	\$105.00
333-1	Asphaltic Concrete Type "S-1"	20-200	TN	\$180.00
333-1	Asphaltic Concrete Type "S-1"	201-500	TN	\$135.00
333-1	Asphaltic Concrete Type "S-1"	501-1000+	TN	\$105.00
333-2	Asphaltic Concrete Type "S-3"	20-200	TN	\$180.00
333-2	Asphaltic Concrete Type "S-3"	201-500	TN	\$135.00
333-2	Asphaltic Concrete Type "S-3"	501-1000+	TN	\$105.00
425-1	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$250.00
425-1	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$200.00
425-1	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$125.00
425-2	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$150.00
425-2	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$100.00

EXHIBIT B FEE SCHEDULE

425-2	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$85.00
430-2	18" RCP CD - CLASS III	1-200	LF	\$125.00
430-2	18" RCP CD - CLASS III	201-500+	LF	\$70.00
520-1	Type "A" Curb	10-25	LF	\$60.00
520-1	Type "A" Curb	26-50+	LF	\$45.00
520-2	Type "B" Curb	10-25	LF	\$60.00
520-2	Type "B" Curb	26-50+	LF	\$45.00
520-3	Type "D" Curb	10-25	LF	\$60.00
520-3	Type "D" Curb	26-50+	LF	\$45.00
520-4	Type "E" Curb	10-25	LF	\$55.00
520-4	Type "E" Curb	26-50+	LF	\$40.00
520-5	Type "F" Curb	10-25	LF	\$55.00
520-5	Type "F" Curb	26-50+	LF	\$40.00
522-2	Concrete Sidewalk - (6" thickness)	20-100	SY	\$100.00
522-2	Concrete Sidewalk - (6" thickness)	101-250+	SY	\$60.00
527-2	Detectable Warning Surfaces (Inset) *	10-50	SF	\$50.00
527-2	Detectable Warning Surfaces (Inset) *	51-100+	SF	\$35.00
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	10-50	SF	\$50.00
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	51-100	SF	\$35.00
575-1	Sodding (Bahia)	100-500	SY	\$5.25
575-1	Sodding (Bahia)	501-1000+	SY	\$2.75
575-2	Sodding (Floritam)	100-500	SY	\$5.85
575-2	Sodding (Floritam)	501-1000+	SY	\$2.75

EXHIBIT B FEE SCHEDULE

660-2102	Loop Assembly, F&I - Type B	1	AS	\$2,750.00
706-1	Reflective Pavement Markings (RPM's)	20-60	EA	\$7.50
706-1	Reflective Pavement Markers (RPM's)	61-100+	EA	\$6.00
710-1	6" Solid Traffic Stripe (paint)	1-200	LF	\$4.50
710-1	6" Solid Traffic Stripe (paint)	201-500	LF	\$1.00
710-1	6" Solid Traffic Stripe (paint)	501-1000+	LF	\$0.50
710-2	12" Solid Traffic Stripe (paint)	1-25	LF	\$10.00
710-2	12" Solid Traffic Stripe (paint)	26-50	LF	\$4.00
710-2	12" Solid Traffic Stripe (paint)	51-100+	LF	\$2.75
710-3	18" Solid Traffic Stripe (paint)	1-25	LF	\$12.00
710-3	18" Solid Traffic Stripe (paint)	26-50	LF	\$6.00
710-3	18" Solid Traffic Stripe (paint)	51-100+	LF	\$4.00
710-4	24" Solid Traffic Stripe (paint)	1-25	LF	\$12.00
710-4	24" Solid Traffic Stripe (paint)	26-50	LF	\$5.50
710-4	24" Solid Traffic Stripe (paint)	51-100+	LF	\$4.50
710-5	6" Skip Traffic Stripe (paint)	1-200	LF	\$2.50
710-5	6" Skip Traffic Stripe (paint)	201-500	LF	\$0.95
710-5	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$0.55
710-6	6" Dotted Guide Lines (paint)	1-50	LF	\$1.50
710-6	6" Dotted Guide Lines (paint)	51-100	LF	\$1.25
710-6	6" Dotted Guide Lines (paint)	101-150+	LF	\$0.95
710-7	Directional Arrows (Paint)	1	EA	\$75.00
710-8	Pavement Messages (Paint)	1	EA	\$90.00

EXHIBIT B FEE SCHEDULE

710-9	8" Solid Traffic Stripe (Paint)	1-200	LF	\$5.00
710-9	8" Solid Traffic Stripe (Paint)	201-500	LF	\$1.25
710-9	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$0.75
711-1	6" Solid Stripe/Extru. Thermo	1-200	LF	\$10.00
711-1	6" Solid Stripe/Extru. Thermo.	201-500	LF	\$4.25
711-1	6" Solid Stripe/Extru. Thermo.	501-1000+	LF	\$1.25
711-2	12" Solid Stripe/Extru. Thermo	1-25	LF	\$20.00
711-2	12" Solid Stripe/Extru. Thermo.	26-50	LF	\$11.00
711-2	12" Solid Stripe/Extru. Thermo.	51-100+	LF	\$4.50
711-3	18" Solid Stripe/Extru. Thermo	1-25	LF	\$25.00
711-3	18" Solid Stripe/Extru. Thermo.	26-50	LF	\$12.00
711-3	18" Solid Stripe/Extru. Thermo.	51-100+	LF	\$5.50
711-4	24" Solid Stripe/Extru. Thermo	1-25	LF	\$7.25
711-4	24" Solid Stripe/Extru. Thermo.	26-50	LF	\$6.25
711-4	24" Solid Stripe/Extru. Thermo.	51-100+	LF	\$5.25
711-5	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$4.00
711-5	6" Skip Traffic Stripe/Extru. Thermo.	201-500	LF	\$2.25
711-5	6" Skip Traffic Stripe/Extru. Thermo.	501+	LF	\$2.00
711-6	6" Dotted Guide Lines/Extru. Thermo	20-50	LF	\$3.00
711-6	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$2.50
711-6	6" Dotted Guide Lines/Extru. Thermo.	101+	LF	\$2.25
711-7	Directional Arrows / Extru. Thermo.	1	EA	\$110.00
711-7A	Preformed Arrow	1	EA	\$100.00

EXHIBIT B FEE SCHEDULE

711-7B	Preformed Symbol (Bike)	1	EA	\$200.00
711-8	Pavement Messages / Extr. Thermo.	1	EA	\$225.00
711-9	8" Solid Traffic Stripe / Extr. Thermo	20-200	LF	\$15.00
711-9	8" Solid Traffic Stripe / Extr. Thermo	201-500	LF	\$10.00
711-9	8" Solid Traffic Stripe / Extr. Thermo	501+	LF	\$5.00
711-10	Remove Existing Pavement Markings	20-300	SF	\$5.00
711-10	Remove Existing Pavement Markings	300+	SF	\$5.00
APM-001	Single Micro Surface 18-22 lbs	10,000 to 50,000	SY	\$2.65
APM-001	Single Micro Surface 18-22 lbs	50,001 +	SY	\$2.40
APM-002	Double Micro Surface 28-32 lbs	10,000 to 50,000	SY	\$3.80
APM-002	Double Micro Surface 28-32 lbs	50,001 +	SY	\$3.60
APM-003	Single Chip Seal - #89 Granite	10,000 to 50,000	SY	\$2.90
APM-003	Single Chip Seal - #89 Granite	50,001 +	SY	\$2.40
APM-004	Double Chip Seal - #57 w/#89 Granite	10,000 to 50,000	SY	\$4.20
APM-004	Double Chip Seal - #57 w/#89 Granite	50,001 +	SY	\$3.90
APM-005	Full Depth Reclamation / 6"-9"	10,000 to 50,000	SY	\$7.00
APM-005	Full Depth Reclamation / 6"-9"	50,001 +	SY	\$6.25
APM-006	Full Depth Reclamation / 9-12	10,000 to 50,000	SY	\$7.50
APM-006	Full Depth Reclamation / 9-12	50,001 +	SY	\$6.75
APM-006a	Cement for Reclamation	1	TN	\$155.00
APM-006b	Emulsion for Reclamation	1	Gal	\$2.55
APM-007	RAP PLACEMENT	10,000 to 50,000	SY	\$8.00
APM-007	RAP PLACEMENT	50,001 +	SY	\$7.25

EXHIBIT B FEE SCHEDULE

APT-001	Crack Filling / Sealing	1-1000	Gal	\$20.00
APT-001	Crack Filling / Sealing	1001-3000	Gal	\$19.00
APT-001	Crack Filling / Sealing	3001+	Gal	\$18.00
SLUR-001	Slurry Seal	10,000 to 50,000	SY	\$2.70
SLUR-001	Slurry Seal	50,001 +	SY	\$2.45
	HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling			
HIPR- Recy	Asphalt Recycling	10,000 to 50,000	SY	No Bid
HIPR-AGENT	Recycling Agent	10,000 to 50,000	Gal	No Bid
HIPR- Recy	Asphalt Recycling	50,001 +	SY	No Bid
HIPR-AGENT	Recycling Agent	50,001 +	Gal	No Bid
324 HOT-IN-PLACE (100%) Asphalt Recycling				
HIPR Base	Base Course HIPR	10,000 to 50,000	SY	No Bid
HIPR Base	Base Course HIPR	50,001 +	SY	No Bid
HIPR Complete	2" Complete HIPR	10,000 to 50,000	SY	No Bid
HIPR Complete	2" Complete HIPR	50,001 +	SY	No Bid
HIPR-AGENT-100%	Asphalt Recycling Agent	10,000 to 50,000	Gal	No Bid
HIPR-AGENT-100%	Asphalt Recycling Agent	50,001 +	Gal	No Bid
	MOT/MOB	%	1	No Bid
	Night Work MOT/MOB (additional %)	%	1	No Bid

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL)
- \$500,000 bodily injury per person
- \$1,000,000 bodily injury per accident
- \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902B

- b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

PERFORMANCE AND PAYMENT BONDS

For each Supplemental Task Authorization authorizing work for a cost of \$100,000.00 or more, the Contractor must procure a performance and payment bond in accordance with this Agreement and B170265/ANB.

- A. In accordance with Chapter 255.05, Florida Statutes, as may be amended from time to time, and Lee County Ordinance 95-2-102, as may be amended from time to time, a public performance and payment bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded Supplemental Task Authorization amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida.
- B. Any bonding company submitting a performance and payment bond to Lee County Government must be licensed to transact a fidelity and surety business in the State of Florida.
- C. A public performance and payment bond must be properly executed by the Surety Company and Contractor and recorded with the Lee County Clerk of Court within seven (7) calendar days after notification by Lee County of the approval to award the Supplemental Task Authorization. The Contractor is responsible for all fees and charges associated with the performance and payment bond, including the cost of recording.
- D. A clean irrevocable letter of credit or cash bond may be accepted by the County in lieu of the public performance and payment bond.

Client#: 37227

ASPHPAV1

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/14/2017

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

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

PRODUCER J. Byrne Agency, Inc. 5200 New Jersey Avenue PO Box 1409 Wildwood, NJ 08260		CONTACT NAME: Joseph J. Meola, CIC, CRM PHONE (A/C, No, Ext): 609 522-3406 FAX (A/C, No): 609 522-2844 E-MAIL ADDRESS: jmeola@jbyrneagency.com	
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P.O. Box 530 Hammonton, NJ 08037		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Co. INSURER B: American Guarantee & Liability INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 16535 26247

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

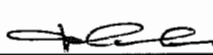
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		GLO0191406-01	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BAP0191409-01	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			AUC0191416-01	04/01/2017	04/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC0191407-01	04/01/2017	04/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

RE: Alternative Paving Projects; It is agreed that Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees and public officials, are included as additional insureds with respect to the operations performed by the named insured per Form U-GL-1175-F CW(04/13).

CERTIFICATE HOLDER**CANCELLATION**

Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902	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 Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO019140601	04/01/2017	04/01/2018	04/01/2017		N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ASPHALT PAVING SYSTEMS, INC.

Address (including ZIP Code): 500 N. Egg Harbor Road, P.O. Box 530, Hammonton, NJ 08037

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

John E. Manning
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

July 24, 2020

Mr. Robert Capoferri
Asphalt Paving Systems, Inc.
500 N. Egg Harbor Rd.
Hammonton, NJ 08037

SUBJECT: Renewal of Annual Contract No. B170265ANB C-7804
Alternative Paving Methods

Dear Mr. Capoferri:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 9/5/20 through 9/4/21.

We are hereby extending the annual contract for an additional one year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File

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TO: Town Council of Town of Loxahatchee Groves
FROM: James Titcomb, Town Manager
DATE: February 16, 2021
SUBJECT: Grove Town Center Re-design for Retention Pond

Background:

The submitted attached plan set is the updated and enhanced landscaping and configuration designs for the large retention pond area in the northwest corner of the Groves Town Center MUPD's conservation area, just south of Collecting Canal and bordering the equestrian trail amenities installed by the developer.

Town Council last reviewed the water feature (retention pond) area plans at their December 15th workshop and gave the developer instructions to increase and enhance the quantity, size and quality of the landscaping stock, berms and layout configuration. The applicant's landscape architect has redesigned the site with additional materials and configuration, which is subject to Town Council approvals to move forward.

Staff Recommendations:

Town staff recommends reviewing the submitted redesign for aesthetic and compliance and approve the redesign and landscaping inventory for construction, planting and project compatibility.

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Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves
FROM: James Brako, Town Attorney
VIA: James Titcomb, Town Manager
DATE: February 9, 2021
SUBJECT: Update on Ordinance No. 2020-06 Animals

Background:

The Town Council previously gave direction to prepare an ordinance prohibiting the slaughtering of animals. The proposed ordinance also has terms involving animal cruelty and adopts all laws of the state regarding animal control, welfare, cruelty and slaughtering as there are certain state statutes that provide regulations regarding animals which may also provide more avenues for enforcement by PBSO.

In addition, the updated ordinance provides for regulations regarding the treatment of animals as it relates to the feeding, unsanitary conditions, care and neglect. It also prevents the killing, of animals unless for food purposes or hunting.

Staff Recommendation:

Town Council review updated ordinance and give feedback.

ORDINANCE NO. 2020-06

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY ENACTING CHAPTER 7 “ANIMALS” TO PROVIDE FOR REGULATIONS REGARDING ANIMALS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ENFORCEMENT AND AN EFFECTIVE DATE.

WHEREAS, the Town Council believes it is necessary to enact regulations regarding animals; and,

WHEREAS, this proposed ordinance modifies the current code by enacting regulations governing animals and the treatment of animals; and

WHEREAS, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and is 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 enacts Chapter 7 “Animals” to read as follows:

Chapter 7 – ANIMALS

Sec. 7-1. - State statutes adopted by reference.

The town hereby adopts by reference, as a part of this chapter, all laws of the state relating to animal control, animal welfare, animal cruelty, and slaughterhouses including but not limited to the provisions of Chapter 828, Fla. Stat., as may be amended.

Sec. 7-2. - Cruelty to animals.

(a) No owner, keeper or agent of an animal shall fail to provide the animal with adequate food, water, shelter or veterinary care, or restrain the animal by any means other than those defined in this chapter.

(b) No animal shall be kept in unsanitary conditions, or in areas where there is vermin-harboring debris or other material which can provide an opportunity for injury or a danger to the animal's health or welfare.

(c) No animal in the care, custody, or control of a person shall be neglected, beaten, cruelly treated, tormented, overworked, overloaded, abused, mutilated or killed.

(d) It shall be unlawful for any person or owner, or group of persons, to abuse, cause bloodletting or death of an animal.

(e) It shall be unlawful for any person to molest or penetrate an animal or use the body parts of an animal for sexual gratification.

(f) It shall be unlawful to procure an animal for the purposes set forth in subsections (d) and (e) of this section.

(g) No person other than a licensed veterinarian, or an owner certified competent by a licensed veterinarian, shall crop the ears or dock the tail of any dog.

(1) A person commits an offense if he crops or cuts off or causes or procures to be cropped or cut off, the whole or part of the ear, ears or tail of a dog, except as provided in this subsection (g).

(2) The possession by any person of a dog with an ear cut off or cropped, or tail docked, and with the wound resulting therefrom unhealed, or any such dog being found in the charge or custody of any person, or confined upon the premises owned by or under the control of any person, shall be prima facie evidence of a violation of this section, unless the cropping or docking has been carried out by a licensed veterinarian or an owner trained by a licensed veterinarian.

(h) It shall be unlawful for any person to leave or deposit any poison or any substance containing poison in any common street, road, alley, lane or thoroughfare of any kind, or in any yard or enclosure other than that person's own yard or enclosure, for the purpose of inflicting injury or killing any animal.

(i) Abandonment prohibited.

(1) No owner or agent of an animal shall abandon any animal in any public or private place.

(2) If an animal control officer suspects that an animal has been abandoned, but such animal does not appear to be in immediate distress or danger, the officer may leave notices posted in a conspicuous place informing the owner or agent to contact said officer within 24 hours. Failure to do so will result in the animal being removed by the animal control officer. The animal will become the property of domestic animal services if not redeemed within three days. The officer may issue citations if the owner or agent is subsequently located.

(3) It shall be unlawful for a person to willfully and knowingly provide false or misleading information to domestic animal services regarding animal ownership, licensing, rabies vaccination, medical treatment and condition and/or other matters pertaining to the enforcement of state law or this chapter.

(j) Tethering. No person shall under any circumstances tether or otherwise confine any animal in a manner that is injurious to the animal's health, safety and well-being. Proper and humane tethering includes, but is not limited to, the following:

(1) Collars used to attach an animal should be comfortable and properly fitted as to not choke the animal. The use of choke chains is prohibited.

(2) The tether shall not extend over an object or edge in such a manner that could result in strangulation of or injury to the animal. The length of the tether must be a minimum of ten feet, or at least three times the length of the animal measured from the animal's nose to the base of its tail, whichever is greater, unless the tether is being used to secure the animal to the bed of an open vehicle or pickup truck. Restraints should allow the animal to move about and lie down comfortably.

(3) Tethering of an animal is prohibited during natural disasters such as floods, fires, tornados or hurricanes.

Sec. 7-3. Slaughtering of Animals

(a) Definitions

1. “Humane method” means:

- a. A method whereby the animal is rapidly and effectively rendered insensitive to pain by electrical or chemical means or by a penetrating captive bolt or gunshot with appropriate caliber and placement; or
- b. A method in accordance with ritual requirements of any religious faith whereby the animal suffers loss of consciousness by anemia of the brain caused by the simultaneous and instantaneous severance of the carotid arteries with a sharp instrument.

2. “Livestock” means cattle, calves, sheep, swine, horses, mules, goats, ostriches, rheas, emus, and any other domestic animal that can or may be used in the preparation of animal products. For the purposes of this section, “livestock” does not include poultry and aquatic species.

3. Slaughter” means the act of killing one or more livestock animals for any purpose.

(b) The humane slaughter of livestock (including but not limited to all lawful hunting activities) is exempt from the provisions of this section. Slaughter and the handling or other preparation of livestock for ritual slaughter shall be carried out in a humane method. The slaughter of animals, as defined herein, shall only be allowed in the Town’s commercial low (“CL”) zoning district.

(c) The exemptions to the humane slaughter of livestock, set forth in Section 828.22(3), Fla. Stat., as may be amended, are specifically incorporated herein by reference.

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. **Enforcement.** This Ordinance is enforceable by all means provided by law including F.S. Ch. 162. Additionally, the Town may choose to enforce this Ordinance by seeking injunctive relief in the Circuit Court of Palm Beach County, Florida.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

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

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

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member Laura Danowski

Council Member Phillis Maniglia

Council Member Robert Shorr

Agenda Item # 7

TO: Town Council of Town of Loxahatchee Groves

FROM: James Brako, Town Attorney

VIA: James Titcomb, Town Manager

DATE: February 9, 2021

SUBJECT: Update on Ordinance 2020-07 regarding Recreational Vehicles

Background:

The Town Council considered adoption of Ordinance No. 2020-07 on first reading at its October 20, 2020 and November 3, 2020 council meetings. After council discussion, direction was given to continue this item and request the Town's ULDC committee to review and provide recommendations to the proposed ordinance. Therefore, this ordinance is being presented again for first reading at this time.

All of the proposed changes are as follows:

- "Agricultural structures" and "housekeeping" have been deleted from Sec. 20-050(a).
- No recreational vehicles will be allowed on parcels less than one (1) one acre; one (1) recreational vehicle shall be allowed on parcels consisting of one (1) acre and less than two (2) acres; a maximum of two (2) recreational vehicles shall be allowed on parcels consisting of 2 acres and less than ten (10) acres; and no more than four (4) recreational vehicles shall be allowed on parcels consisting of ten (10) acres or more.
- 25' setbacks are required from "all" property lines.
- Inclusion of language authorizing use of portable/pump-able septic tanks and removal of waste therefrom has been added in Sec. 20-050(a)(5).
- Insertion of missed word "property" in Sec. 20-050(a)(6)
- RV's will not be allowed on properties that have adjudicated code violations and unresolved penalties associated thereto.

Staff Recommendation:

Town Council review updated ordinance and give feedback.

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS UNIFIED LAND DEVELOPMENT CODE BY AMENDING PART II “ZONING DISTRICTS”, ARTICLE 20 “RESIDENTIAL ZONING DISTRICTS” BY ENACTING SECTION 20-050 “RECREATIONAL VEHICLES”; AMENDING ARTICLE 175 “FLOODPLAIN MANAGEMENT”, DIVISION XV “RECREATIONAL VEHICLES AND PARK TRAILERS”, TO PROVIDE FOR AND MODIFY REGULATIONS REGARDING RECREATIONAL VEHICLES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council believes it is necessary to enact regulations regarding recreational vehicles; and,

WHEREAS, this proposed ordinance modifies the current code by enacting and modifying regulations governing recreational vehicles; 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 Part II “Zoning Districts”, Article 20 “Residential Zoning Districts” by enacting Section 20-050 “Recreational vehicles” to read as follows:

(NOTE: Underline and strikethrough are ULDC revisions to your draft)

Sec. 20-050. – Temporary Recreational vehicles.

(a) For properties which have a permitted residential structure within ~~Within~~ the agricultural residential zoning district recreational vehicles shall be allowed on a temporary basis, ~~provided there is a residential dwelling on the parcel,~~ for living and sleeping purposes, provided there are no adjudicated code violations on the property and/or any unresolved penalties for a period not to exceed 180 consecutive days and are subject to the following conditions:

(1) A registration permit, (the fee for the registration permit shall be set by a resolution of the Town Council) which shall only be valid for a ~~six (6) month~~ period

fewer than 180 consecutive days and shall be required for each recreational vehicle ~~site~~ parking space on an annual basis and shall be placed on the recreational vehicle occupying the ~~site~~ parking space where it can be seen from the exterior;

(2) No recreational vehicle shall be allowed on a parcel less than one (1) acre; ~~One one~~ (1) recreational vehicle shall be allowed on a parcels consisting of one (1) acre and less than two (2) acres; a maximum of two (2) recreational vehicles shall be allowed on a parcels consisting of 2 acres and less than ten (10) acres; and no more than four (4) recreational vehicles shall be allowed on a parcels consisting of ten (10) acres or more;

(3) The person or persons residing in the recreational vehicle must demonstrate a permanent residence in another location;

(4) The placement of the recreational vehicle must be setback from all property lines by at least 25 feet;

(5) The recreational vehicle shall be hooked up to or have access to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes, where required; portable/~~pump-able~~ pumpable septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.

(6) Upon expiration of the registration permit the recreational vehicle shall not remain on property parked or stored and shall be removed from the property and any application for a new registration permit for that ~~site~~ property may only occur after a minimum time period of 6 months has expired, unless the ~~site~~ parking space was initially used for a period of less than 6 months, then a permit may be issued for the time period remaining on the initial 6 month time period;

(7) The parcel owner, where the recreational vehicle(s) ~~site~~ parking space is located, shall be required to allow town staff, or its agents, to inspect the recreational vehicle(s) in such a manner and time as determined by the town manager, upon at least 24 hours' notice.

~~(8) Recreational vehicles shall only be used for their designed and intended purpose as evidenced by the manufacturer's certification.~~

~~(9) A recreational vehicle that is not occupied must be owned or leased by the property owner or tenant of the property.~~

~~(10) Unoccupied recreational vehicles shall not be used for storage or any other non-residential use for which it was not designed and manufactured as evidenced by the manufacturer's certification.~~

~~(11) No recreational vehicle shall be kept in an abandoned, inoperable, junked, disabled, wrecked, discarded or otherwise unused condition.~~

~~(b) This section shall not apply to caretaker's quarters, groom's quarters and construction trailers.~~

~~(e)~~ (b) Any violation of this section may subject the property owner and/or recreational vehicle user to code enforcement action or any other legal action as determined by the town.

~~(d)~~ (c) Requests for such a registration permit shall be submitted in writing to the town manager together with such fees, if any, as the town requires and is set forth in the town code.

Section 3. The Town of Loxahatchee Groves hereby amends Part II “Zoning Districts”, Article 175 “Floodplain Management”, Division XV “Recreational Vehicles and Park Trailers”, to read as follows:

DIVISION XV. - RECREATIONAL VEHICLES AND PARK TRAILERS

Section 175-355. - Temporary placement.

Recreational vehicles and Park trailers placed temporarily in flood hazard areas shall:

- ~~(1) — Be on the site for fewer than 180 consecutive days; or~~
- (2) (1) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

~~Section 175-360. — Permanent placement.~~

~~Recreational vehicles and park trailers that do not meet the limitations in Section 175-355 of this article for temporary placement shall meet the requirements of Division XIV of this article for manufactured homes.~~

Section 4. 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 5. 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 6. 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 7. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

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

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

Council Member Laura Danowski

Council Member Phillis Maniglia

Council Member Robert Shorr

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Agenda Item # 8

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry A. Peters, P.E. Director of Public Works
VIA: James Titcomb, Town Manager
SUBJECT: OGEM Road Repair

Background:

OGEM - The Town has 12.0 miles of OGEM roadways in need of repair, reconstruction, and/or sealing. There are several elements to the repair, reconstruction, and/or maintenance of the OGEM roadways.

1. All portions of the OGEM roadways, that are not in disrepair, should be **sealed**.
2. **Removal of berm** from OGEM.
3. **Potholes** in the center of the OGEM.
4. Large sections of OGEM roadways, in need of **re-construction and/or resurfacing**.
5. **Edge Repair**. In most cases the edge of the roadway, has deteriorated, due to large trucks, at high rates of speed, driving on and off the edge of the OGEM roadways, in standing water.

By piggybacking, the Lee County contract which includes all the elements needed to perform all of the above listed repairs. The Town can request a proposal package to provide the Town Council with options for implementing the repair, and reclamation, (reconstruction), of all 12 miles of the Town's OGEM roadways and by using a local vendor off of the Lee County contract the Town will be looking to save over a dollar per square yard.

Staff Recommendations:

Staff recommends – 3 Phases (4 miles per phase) over the next 3 years, and to exclude “Fog Sealing”.

Staff recommends that Town Council gives authorization to inter into the piggyback contract with Lee County and proceed with purchase order.

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Agenda Item # 9

TO: Town Council of Town of Loxahatchee Groves

FROM: Larry Peters, Director of Public Works

VIA: James Titcomb, Town Manager

SUBJECT: Culvert Work on “C” Road

Public Works Director Larry Peters will present.

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D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Loxahatchee Groves Water Control District
 Attn: Larry Peters
 Phone: (561) 793-2418
 Email: lpeters@loxahatcheegrovesfl.gov

Date: 2/3/2021
 Quote Num: 21-0009-1
 Page: 1 of 2

Job Location: Collecting Canal Road & C Road - 96 Inch CAP Pipe Installation.

Job Description: Replace approximately 60 LF of 48 Inch CMP with 60 LF of 96" CAP, Rip Rap Rubble Ditch lining on North end around mitered pipe, FDOT Sand Cement End wall on South end, Fine grade, Install sod & Restore roadway with material supplied by LGWCD.

Dear Mr. Peters,

The following is a quote from D. S. Eakins Construction Corp. for the above referenced project based upon Village of Wellington - ITB 20210 Annual Public Works Contract.

Item #	Description	Quantity	Unit Price	Price
Labor & Equipment				
8	Dump Truck Triaxle	70.0 Hours @	\$70.00 Per Hour	\$4,900.00
29	Dewatering System (Wellpoints)	264.0 Hours @	\$50.00 Per Hour	\$13,200.00
42	Pipe Installation Crew (72" Thru 96")	160.0 Hours @	\$390.00 Per Hour	\$62,400.00
Total Labor Estimate =				\$80,500.00
Materials				
	MOT for Road Closure & Detour (Allowance)			\$2,250.00
	Densities (Allowance)			\$1,560.00
	96 Inch Diameter CAP - 8 Gauge	80.0 LF @	\$430.00 Per LF	\$34,400.00
	Pea Rock	108.0 CY @	\$17.00 Per CY	\$1,836.00
	FDOT Rip Rap Cement Bags	924.0 EA @	\$7.65 Per Each	\$7,068.60
	Filter Fabric & Pins for Headwall (Allowance)			\$2,150.00
	Fill for Cofferdams	144.0 CY @	\$4.00 Per CY	\$576.00
	Base Material for Roadway	108.0 CY @	\$13.00 Per CY	\$1,404.00
	Type S-3 Asphalt	30.0 Tons @	\$80.00 Per Ton	\$2,400.00
	Sod	2,500.0 SF @	\$1.00 Per SF	\$2,500.00
	Guardrail Replacement (Allowance)			\$7,920.00
26	Rip-Rap Rubble Ditch Lining	120.0 Tons @	\$100.00 Per Ton	\$12,000.00
Total Material Estimate =				\$76,064.60

Note: All materials not listed in contract will be billed @ cost plus 10% mark up, which is included in above pricing.

Total Estimate = \$156,564.60

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403

PHONE: (561) 842-0010 FAX: (561) 842-0009



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Loxahatchee Groves Water Control District
Attn: Larry Peters
Phone: (561) 793-2418
Email: lpeters@loxahatcheegrovesfl.gov

Date: 2/3/2021
Quote Num: 21-0009-1
Page: 2 of 2

Job Location: Collecting Canal Road & C Road - 96 Inch CAP Pipe Installation.

Job Description: Replace approximately 60 LF of 48 Inch CMP with 60 LF of 96" CAP, Rip Rap Rubble Ditch lining on North end around mitered pipe, FDOT Sand Cement End wall on South end, Fine grade, Install sod &

Project Schedule

Task Name	Duration
21-0009 LGWCD - 96 Inch Culvert Installation @ C Road & Collecting Canal Road	18.0 Days
Mobilize, Set up MOT, Pot Hole Utilities, Determine line/elevation & start benching down area.	1.0 Day
Finish benching down, Fill in canals for coffer damns on both sides of road and Install dewatering systems.	2.0 Days
Excavate & Install 60 LF of 96" CAP, Backfill & Compact.	3.0 Days
Install rubble ditch lining material on north end around 96 Inch pipe.	2.0 Days*
Construct 96" Straight Sand Cement End wall per FDOT Index 258	4.0 Days
Remove dewatering, Excavate canal coffer damns, Backfill compact benched down area.	2.0 Days
Rebuild Roadway & Fine grade slopes for sod, Cleanup, Demobilize & Remove MOT	4.0 Days

Does Not Include: Permits, Permit Fees, As-builts, Survey, Removal/Replacement of trees/plants, Disposal/Replacement of unsuitable materials, VMS boards, Notification of Residents or Specific Dewatering Permit.

Respectfully,

D. Steven Eakins
Vice President
D. S. Eakins Construction

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403

PHONE: (561) 842-0010 FAX: (561) 842-0009



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Loxahatchee Groves Water Control District
 Attn: Larry Peters
 Phone: (561) 793-2418
 Email: lpeters@loxahatcheegrovesfl.gov

Date: 2/3/2021
 Quote Num: 21-0009-2
 Page: 1 of 2

Job Location: Collecting Canal Road & E Road - 96 Inch CAP Pipe Installation.

Job Description: Replace approximately 60 LF of 48 Inch CMP with 60 LF of 96" CAP, Rip Rap Rubble Ditch lining on North end around mitered pipe, FDOT Sand Cement End wall on South end, Fine grade, Install sod & Restore roadway with material supplied by LGWCD.

Dear Mr. Peters,

The following is a quote from D. S. Eakins Construction Corp. for the above referenced project based upon Village of Wellington - ITB 202101 Annual Public Works Contract.

Item #	Description	Quantity	Unit Price	Price
Labor & Equipment				
8	Dump Truck Triaxle	20.0 Hours @	\$70.00 Per Hour	\$1,400.00
29	Dewatering System (Wellpoints)	264.0 Hours @	\$50.00 Per Hour	\$13,200.00
42	Pipe Installation Crew (72" Thru 96")	140.0 Hours @	\$390.00 Per Hour	\$54,600.00
Total Labor Estimate =				\$69,200.00
Materials				
	MOT for Road Closure & Detour (Allowance)			\$2,250.00
	Densities (Allowance)			\$1,560.00
	96 Inch Diameter CAP - 8 Gauge	80.0 LF @	\$430.00 Per LF	\$34,400.00
	Pea Rock	108.0 CY @	\$17.00 Per CY	\$1,836.00
	FDOT Rip Rap Cement Bags	924.0 EA @	\$7.65 Per Each	\$7,068.60
	Filter Fabric & Pins for Headwall (Allowance)			\$2,150.00
	Fill for Cofferdams	144.0 CY @	\$4.00 Per CY	\$576.00
	Base Material for Roadway - Delivered	108.0 CY	Supplied By LGWCD	
	Sod	2,500.0 SF @	\$1.00 Per SF	\$2,500.00
	Guardrail Replacement (Allowance)			\$7,920.00
26	Rip-Rap Rubble Ditch Lining	120.0 Tons @	\$100.00 Per Ton	\$12,000.00
Total Material Estimate =				\$72,260.60

Note: All materials not listed in contract will be billed @ cost plus 10% mark up, which is included in above pricing.

Total Estimate = \$141,460.60

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Project Schedule

Task Name	Duration
21-0009-2 LGWCD - 96 Inch Culvert Installation @ E Road & Collecting Canal Road	16.0 Days
Mobilize, Set up MOT, Pot Hole Utilities, Determine line/elevation & start benching down area.	1.0 Day
Finish benching down, Fill in canals for coffer dams on both sides of road and Install dewatering systems.	2.0 Days
Excavate & Install 60 LF of 96" CAP, Backfill & Compact.	3.0 Days
Install rubble ditch lining material on north end around 96 Inch pipe.	2.0 Days*
Construct 96" Straight Sand Cement End wall per FDOT Index 258	4.0 Days
Remove dewatering, Excavate canal coffer dams, Backfill compact benched down area.	2.0 Days
Rebuild Roadway & Fine grade slopes for sod, Cleanup, Demobilize & Remove MOT	2.0 Days

Does Not Include: Permits, Permit Fees, As-builts, Survey, Removal/Replacement of trees/plants, Disposal/Replacement of unsuitable materials, Base material for roadway, VMS boards, Notification of Residents or Specific Dewatering Permit.

Respectfully,

D. Steven Eakins
Vice President
D. S. Eakins Construction

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