

# **Town of Lauderdale-By-The-Sea**

## **Regular Town Commission**

### **Agenda**

Wednesday, September 9, 2026

6:30 PM



Jarvis Hall 4505 N. Ocean Drive  
[www.Lauderdalebythesea-fl.gov](http://www.Lauderdalebythesea-fl.gov)

#### **LAUDERDALE-BY-THE-SEA TOWN COMMISSION**

**Mayor Edmund Malkoon**  
**Vice Mayor Randy Strauss**  
**Commissioner Richard DeNapoli**  
**Commissioner John A. Graziano**  
**Commissioner Theo Pouloupoulos**

**Ken Rubach, Town Manager**  
**Susan Trevarthen, Town Attorney**  
**Melissa Vasami, Town Clerk**

## Regular Town Commission

Wednesday, September 9, 2026, 6:30 PM  
Jarvis Hall 4505 N. Ocean Drive

---

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Rabbi Bentzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
8. **TOWN MANAGER REPORT**
  - 8.a. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
  - 12.a. Mobile Beach Uses
13. **NEW BUSINESS**
  - 13.a. DSD Quarterly Report
14. **COMMISSIONER PRESENTATIONS**
15. **COMMISSIONER COMMENTS**
16. **ORDINANCES 1st Reading**
17. **ORDINANCES 2nd Reading**
  - 17.a. ORDINANCE 2026-05: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN EXTENSION OF THE 2021 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION FRANCHISE AGREEMENT WITH WASTE PRO USA, INC., FOR A ONE (1) YEAR PERIOD FROM OCTOBER 31, 2026, TO OCTOBER 31, 2027; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
18. **RESOLUTIONS – PUBLIC COMMENTS**
  - 18.a. RESOLUTION 2026-31: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REVOCABLE

LICENSE AGREEMENT WITH ARUBA 1 ENTERPRISES LLC. FOR USE OF THE OCEAN PLAZA FOR OUTDOOR DINING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

**18.b.** RESOLUTION 2026-32: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH SAK CONSTRUCTION LLC, FOR STORM SEWER CURED-IN-PLACE PIPE ("CIPP") LINING SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE GAINESVILLE REGIONAL UTILITIES CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 2024-083 IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**18.c.** RESOLUTION 2026-33: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH BLD SERVICES, LLC, FOR SEWER LATERALS CURED-IN-PLACE PIPE ("CIPP") LINING SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF BOCA RATON CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 2022-021 IN AN AMOUNT NOT TO EXCEED \$124,500.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

## **19. QUASI JUDICIAL PUBLIC HEARINGS**

## **20. ADJOURNMENT**

---

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING

SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

### **PROCEDURES FOR PUBLIC COMMENTS:**

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

---

**INVOCATION:**

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.all static





## Town Commission Agenda Item Report

**Meeting Date:** September 9, 2026

**Submitted By:**

**Submitting Department:** Administration

**Item Type:** Town Manager Report

**Agenda Section:** TOWN MANAGER REPORT

---

**Subject Title:** Town Manager Report

### **Explanation: Commercial Boulevard Bridge**

Public Works staff recently met with the Florida Department of Transportation (FDOT), at which time FDOT informed the Town and the City of Fort Lauderdale of a significant change in scope for the Commercial Boulevard Bridge project.

Initial design discussions had started with FDOT in 2004. The project was originally anticipated to include widening the existing eight-foot shared pedestrian and bicycle paths on both sides of the bridge. Under the revised scope, however, the project would be limited primarily to maintenance improvements intended to extend the useful life of the bridge by approximately 25 years. This could significantly delay the opportunity for future widening or other major improvements.

The Town and City of Fort Lauderdale expressed disappointment with the revised scope and recommended consideration of delaying the project for several years if doing so would provide an opportunity to secure sufficient FDOT funding to complete the improvements contemplated under the original scope.

Town staff, in coordination with the City of Fort Lauderdale, will continue working with FDOT to explore opportunities to advance the project consisting of its originally recommended scope. Given the significant level of pedestrian and bicycle activity along this corridor, providing adequate facilities across the bridge remains an important transportation and public-safety priority for the Town.

### **LPR Camera Systems**

On Monday, August 31, the Florida Department of Transportation informed local governments that it will no longer permit license plate reader (LPR) systems within state right-of-way and that existing devices must be removed in 30 days.

As a result, Town staff and BSO are evaluating the Town's current LPR network and identifying potential modifications that would allow us to maintain as much of the existing

system and coverage as possible. These systems provide an important public-safety tool for our community, and staff will carefully evaluate available options to determine how to best adapt to this change going forward.

### **Town Manager Review**

Section 6 of the Town Manager's Employment Agreement, entitled "Performance Evaluation", provides in Subsection 6.2 that the Employee's performance review shall be completed on or before the anniversary date of employment.

Consistent with this provision, I am recommending that the Town Commission discuss the Town Manager's annual performance evaluation at its October 13, 2026, meeting. In advance of the meeting, I will distribute a revised evaluation form for the Commission's use. The revised form will incorporate the Commission's feedback regarding the evaluation format used previously.

### **Election Postcards**

Town staff has received preliminary estimates for mailing election postcards to approximately 5,700 registered voters in the Town in advance of the November 3, 2026, General Election. Staff is currently considering three postcard options. The first 5x7-inch option would provide general election information and include a QR code directing voters to the Town's website to view the eight proposed Charter amendment questions. The second 5x7-inch option would provide general election information and include the titles of the eight proposed Charter amendment questions.

A third option is a larger 6x11-inch postcard that would include general election information and the full text of the eight Charter amendment questions as they will appear on the ballot. Postage is estimated at a maximum of \$0.40 per postcard, or \$2,300. Staff will continue evaluating the options and associated costs.

| Size | Content                                                          | Price   | Total Price (Including Postage) |
|------|------------------------------------------------------------------|---------|---------------------------------|
| 5x7  | General Election Information and QR Code                         | \$1,150 | \$3,450                         |
| 5x7  | General Election Information and 8 Ballot Question Titles        | \$1,150 | \$3,450                         |
| 6x11 | General Election Information and Full Text of 8 Ballot Questions | \$1,400 | \$3,700                         |

### **Upcoming Meetings**

Fire Assessment - Monday, September 14, 2026, at 6:30 pm

2nd Budget Hearing - Wednesday, September 23, 2026, at 5:01 pm

Town Commission Meeting - Wednesday, September 23, 2026, at 6:30 pm

### **Recommendation:**

### **Exhibits:**

1. LBTS Election Postcard Option 1 August 2026
2. LBTS Election Postcard Option 2 August 2026

### 3. LBTS Election Postcard Option 3 August 2026

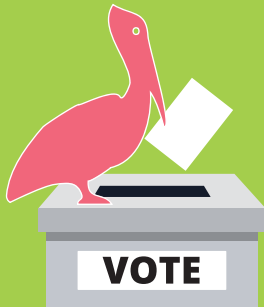
# VOTE IN THE NOVEMBER 2026 GENERAL ELECTION

## Election Day is November 3, 2026

Voting options:

1. **Early Voting:** At specific locations from October 19 - November 1, 2026, from 7 a.m. to 7 p.m.
2. **Vote-By-Mail ballot:** October 22, 2026 is the deadline to request a vote-by-mail ballot; it must be received by the Supervisor of Elections Office by 7 p.m. (local time) on Election Day.
3. **In-Person on Election Day:** Jarvis Hall will be open from 7 a.m. to 7 p.m. If you're in line by 7 p.m., you may vote.

**NOTE:** Jarvis Hall is the **ONLY** polling location in LBTS. To register to vote and learn more visit [browardvotes.gov](https://browardvotes.gov).



Visit [www.browardvotes.gov](https://www.browardvotes.gov) or scan the QR Code to register to vote, find your polling location, or request a vote-by-mail ballot.



Registered voters in LBTS will receive a sample ballot from the Broward County Supervisor of Elections.

Visit [bit.ly/LBTSElection](https://bit.ly/LBTSElection) or scan the QR Code to see the LBTS Commission candidates and the proposed Charter amendments.



**VOTE**

**Town of Lauderdale-By-The-Sea**  
4501 North Ocean Drive  
Lauderdale-By-The-Sea, FL 33308



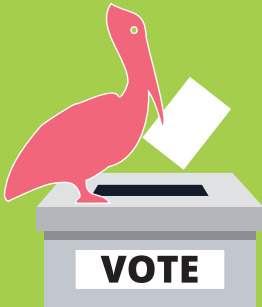
# VOTE IN THE NOVEMBER 2026 GENERAL ELECTION

## Election Day is November 3, 2026

Voting options:

1. **Early Voting:** At specific locations from October 19 - November 1, 2026, from 7 a.m. to 7 p.m.
2. **Vote-By-Mail ballot:** October 22, 2026 is the deadline to request a vote-by-mail ballot; it must be received by the Supervisor of Elections Office by 7 p.m. (local time) on Election Day.
3. **In-Person on Election Day:** Jarvis Hall will be open from 7 a.m. to 7 p.m. If you're in line by 7 p.m., you may vote.

**NOTE:** Jarvis Hall is the **ONLY** polling location in LBTS. To register to vote and learn more visit [browardvotes.gov](https://browardvotes.gov).



Visit [www.browardvotes.gov](https://www.browardvotes.gov) or scan the QR Code to register to vote, find your polling location, or request a vote-by-mail ballot.



This November, registered voters in LBTS will elect a Mayor, Commissioners for Seats 1 and 2, Districts 1 and 2, and vote on eight proposed Town Charter amendments (topics listed below):

1. **Extend and clarify charter timeframes for certification of citizen petitions related to ordinances**
2. **Establish two four-year Mayor-Commissioner terms**
3. **Allow Mayor-Commissioner to run for Commissioner at the conclusion of their service as Mayor-Commissioner**
4. **Allow appointments for Commission vacancies without a two-year break in service**
5. **Establish current Commission district boundaries**
6. **Revise and clarify standards for forfeiture of Offices of Commissioner and Mayor-Commissioner**
7. **Incorporate state law governing elections, public notices, and audits**
8. **Correct errors, resolve inconsistencies, and update provisions to clean up Charter language**



**VOTE**

**Town of Lauderdale-By-The-Sea**  
4501 North Ocean Drive  
Lauderdale-By-The-Sea, FL 33308



# NOVEMBER 2026 GENERAL ELECTION INFO

## Election Day is November 3, 2026

This November, registered voters in LBTS will elect a Mayor, Commissioners for Seats 1 and 2, Districts 1 and 2, and vote on eight proposed Town Charter amendments (questions listed below and on the back):

### 1. EXTEND AND CLARIFY CHARTER TIMEFRAMES FOR CERTIFICATION OF CITIZEN PETITIONS RELATED TO ORDINANCES

The Town Charter establishes short timeframes for certifying citizen-initiated petitions for the repeal or amendment of ordinances. The proposed amendment would extend certification deadlines and clarify whether time periods are measured in calendar days or business days.

Shall the Town Charter be amended to extend petition certification deadlines and clarify time calculations?

YES ☐ NO ☐

### 2. ESTABLISH TWO FOUR-YEAR MAYOR-COMMISSIONER TERMS

The Town Charter establishes three two-year terms for the Mayor-Commissioner. This amendment aligns the Mayor-Commissioner and Commissioner term limits by changing the term length to four years and the number of terms to two terms, revising the maximum term limit accordingly, and clarifying application to the Mayor-Commissioner term ending in November 2028.

Shall the Town Charter be amended to change the Mayor-Commissioner's term to a maximum of two four-year terms, effective November 2028?

YES ☐ NO ☐

### 3. ALLOW MAYOR-COMMISSIONER TO RUN FOR COMMISSIONER AT THE CONCLUSION OF THEIR SERVICE AS MAYOR-COMMISSIONER

The Town Charter allows Commissioners to run for Mayor-Commissioner at the conclusion of their term, but the Mayor-Commissioner is not similarly allowed to run for Commissioner at the conclusion of his or her term.

Shall the Town Charter be amended to allow a person who has served as Mayor-Commissioner to run for and serve as a Commissioner at the conclusion of their service as Mayor-Commissioner, if permissible under the maximum term limits?

YES ☐ NO ☐

### 4. ALLOW APPOINTMENTS FOR COMMISSION VACANCIES WITHOUT A TWO-YEAR BREAK IN SERVICE

Shall the Town Charter be amended to clarify that the Town Commission may appoint a qualified person to fill a vacancy in the office of Mayor-Commissioner or Commissioner, even if that person would otherwise be required by the Town Charter to take a two-year break in service, potentially increasing the number of persons available for appointment?

YES ☐ NO ☐

### 5. ESTABLISH CURRENT COMMISSION DISTRICT BOUNDARIES

The Town has used the same northern and southern Commission district boundaries since 2004. Shall the Town Charter be amended to establish the current district boundaries in the Town Charter, including the existing boundary at the portion of the Village of Sea Ranch Lakes bordering the Atlantic Ocean to preserve the current district boundaries?

YES ☐ NO ☐

### 6. REVISE AND CLARIFY STANDARDS FOR FORFEITURE OF OFFICES OF COMMISSIONER AND MAYOR-COMMISSIONER

Shall the Town Charter be amended to clarify standards for forfeiture of office of Commission members by tying qualifications to existing Charter provisions, requiring ethics-based removal to be determined under state law by the Florida Commission on Ethics, requiring incapacity determinations to be supported by medical certification or court order, allowing absences to be excused by majority vote, and excusing the Commission from voting on removals already mandated by other governmental authorities?

YES ☐ NO ☐

### 7. INCORPORATE STATE LAW GOVERNING ELECTIONS, PUBLIC NOTICES, AND AUDITS

The proposed amendment would promote consistency with state law by providing that all general laws of the State of Florida governing municipal elections apply to the Town, aligning the deadline for the Town's annual financial audit with the deadline in state law, and allowing legal notices to be published on publicly accessible websites as provided in state law.

Shall the Town Charter incorporate Florida laws governing municipal elections, public notices, and audits?

YES ☐ NO ☐

### 8. CORRECT ERRORS, RESOLVE INCONSISTENCIES, AND UPDATE PROVISIONS TO CLEAN UP CHARTER LANGUAGE

The proposed amendment would revise the Town Charter to correct errors, improve clarity, resolve inconsistencies in terminology and in timelines, and update references to reflect current Florida law.

Shall the Town Charter be amended to correct errors, resolve inconsistencies, and update provisions to reflect current law?

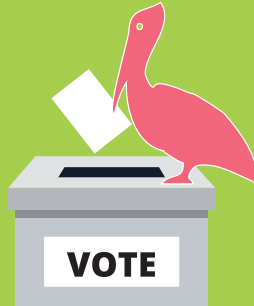
YES ☐ NO ☐



## Voting options:

1. **Early Voting:** At specific locations from October 19 - November 1, 2026, from 7 a.m. to 7 p.m.
2. **Vote-By-Mail ballot:** October 22, 2026 is the deadline to request a vote-by-mail ballot; it must be received by the Supervisor of Elections Office by 7 p.m. (local time) on Election Day.
3. **In-Person on Election Day:** Jarvis Hall will be open from 7 a.m. to 7 p.m. If you're in line by 7 p.m., you may vote.

NOTE: Jarvis Hall is the **ONLY** polling location in LBTS.  
To register to vote and learn more visit [browardvotes.gov](https://www.browardvotes.gov).



Visit [www.browardvotes.gov](https://www.browardvotes.gov) or scan the QR Code to register to vote, find your polling location, or request a vote-by-mail ballot.



**VOTE**

**Town of Lauderdale-By-The-Sea**  
4501 North Ocean Drive  
Lauderdale-By-The-Sea, FL 33308





## Town Commission Agenda Item Report

**Meeting Date:** September 9, 2026

**Submitted By:** Jhanelle Campbell, Development Services Director

**Submitting Department:** Development Services

**Item Type:** Action Item

**Agenda Section:** OLD BUSINESS

---

**Subject Title:** Mobile Beach Uses

**Explanation:**

## Background

A business owner, without a physical location in the Town, recently requested authorization to conduct paid, instructor-led painting experiences on the Town's public beach. The Town Commission directed staff to review the request. The request presents a broader policy question regarding whether businesses should be permitted to conduct recurring commercial activities on the Town's public beach.

Staff has also encountered other businesses providing commercial services on the beach without being registered to conduct business within the Town. These activities have included businesses offering guided snorkeling experiences. The presence of these operators illustrates that the policy question is not limited to guided painting experiences and may affect various service-based businesses seeking to use the beach as a place of business.

Section 5-22(a) (**Exhibit 1**) of the Town Code provides:

"It shall be unlawful to solicit on the public beach except in conformance with a special event application approved by the Town Commission, provided that this provision shall not apply to persons operating under beach franchises and established business operations conducted entirely within an enclosed building or structure."

Section 5-22(b) broadly defines "solicit" or "soliciting" to include:

- Seeking orders for the purchase of goods or services for consideration;
- Selling goods or services for consideration;

- Renting or seeking orders for the rental of goods or services;
- Promoting the sale or rental of goods or services; and
- Displaying signs or placards for those commercial purposes.

Because participants would be charged for instructor-led painting experiences conducted on the beach, and the experiences were being advertised to prospective customers, the proposed operation constitutes the promotion and sale of a service for consideration. It therefore falls within the Town Code's definition of "soliciting."

## **The activity would not qualify for the exceptions applicable to an authorized beach franchise or an established business operation conducted entirely within an enclosed building or structure.**

Although Section 5-22 allows solicitation in connection with a special event application approved by the Town Commission, that exception applies to a specific, individually approved event. It does not provide ongoing authorization for a business to advertise and conduct recurring commercial activities on the public beach.

Section 14.5-27 (**Exhibit 2**) of the Town Code also provides an additional and more specific prohibition applicable to the proposed activity. Subsection (a) states:

"Except as approved by the Town Commission as part of a special event application, it shall be unlawful for any person to conduct off-premises vending or to operate as a promotional entertainer: (1) On or upon any of the sandy beaches within the Town."

The proposed paid, instructor-led painting experience would constitute off-premises vending because a commercial service would be provided on the public beach rather than from the business's premises. Section 14.5-27 therefore independently prohibits the proposed recurring operation on the sandy beach unless it is approved by the Town Commission as part of a special event application.

The limited exceptions in Section 14.5-27(b) apply to qualifying promotional entertainers operating immediately adjacent to an associated business, within an approved sidewalk café, or in compliance with specified notice and identification requirements. Those exceptions do not authorize off-premises vending on the beach. In addition, subsection (c) expressly provides that promotional entertainers may not conduct any form of soliciting or vending.

Together, Sections 5-22 and 14.5-27 establish a consistent framework: recurring solicitation and off-premises vending are prohibited on the public beach, while the Town Commission may consider a specific activity through the special-event application process.

# Municipal Research

Staff reviewed the regulations and practices of Deerfield Beach, Pompano Beach, Miami Beach, and Fort Lauderdale and did not identify any municipality that permits a business to establish an ongoing commercial operation on the public beach through a Business Tax Receipt (BTR) or comparable permanent authorization.

The City of Fort Lauderdale (“Fort Lauderdale”) provides a limited exception through its Temporary Beach License process. Fort Lauderdale Code Section 8-73 (**Exhibit 3**) generally prohibits solicitation on public beaches but exempts activities conducted pursuant to beach franchises, concessions, Temporary Beach License Agreements, or concessions for special events.

A Temporary Beach License must be individually approved by the Fort Lauderdale City Commission and is generally accompanied by an Outdoor Event Agreement establishing the specific date, location, duration, and conditions of the temporary use.

Fort Lauderdale has used this process to approve individually scheduled activities such as festivals, beach parties, athletic events, and other special events. These approvals are limited to the particular event and do not provide ongoing authorization for the applicant to operate a business on the public beach.

The Town’s Code contains a similar distinction. Code Section 5-22 (**Exhibit 1**) generally prohibits solicitation on the public beach but provides an exception for activity conducted in conformance with a special event application approved by the Town Commission. Therefore, the Town Commission may consider an individual painting event through the special-event process. That exception would not authorize Open Air Art Studio to conduct recurring guided painting sessions as an ongoing commercial operation.

Staff’s research therefore supports the conclusion that ongoing beach commerce is not an established practice among neighboring municipalities. While limited commercial activity may be permitted in connection with an individually reviewed special event, staff did not identify a neighboring municipality that allows a private business to operate regularly on the public beach.

## Businesses Without a Physical Location

Allowing commercial services on the beach could enable businesses without a brick-and-mortar location in the Town to use public property as their primary place of business. These operators could conduct business on the public beach without assuming many of the costs and

responsibilities borne by established Town businesses.

## **Enforcement and Staffing Limitations**

Allowing recurring commercial activities on the public beach would require the Town to develop an administrative and enforcement program that does not currently exist. This would include procedures for reviewing applications, confirming approvals, monitoring operating conditions, responding to complaints, and ensuring that commercial activities do not interfere with public access or enjoyment of the public beach.

Beach-based activities may also be difficult to distinguish from informal recreational gatherings, particularly when reservations and payments occur online and the operator does not use signage or permanent equipment. As additional businesses seek similar opportunities, consistent administration would require clearly defined standards, designated locations, scheduling procedures, and sufficient resources for periodic monitoring.

Given the Town's current staffing and operational priorities, implementing a recurring beach-commerce program would require additional evaluation of the resources necessary to administer it fairly and consistently. For these reasons, staff does not recommend establishing such a program at this time.

## **Special Event Option**

Town Code Section 5-22 and 14.5-27 only allows solicitation conducted in conformance with a special event application approved by the Town Commission. Therefore, a business could seek approval for an individual, non-recurring painting event through the Town's special-event process.

Any such application would be reviewed as a temporary event with defined dates, hours, location, attendance, equipment, insurance, cleanup responsibilities, and other operating conditions. Approval of an individual special event would not authorize any business to conduct recurring commercial activities on the public beach.

This approach would be comparable to Fort Lauderdale's use of Temporary Beach Licenses for individually approved special events and would preserve the distinction between a temporary event and a permanent or recurring commercial operation.

## **Conclusion**

The proposed business offering guided painting experiences constitutes a commercial service and is not permitted as an ongoing use of the public beach pursuant to Section 5-22 and 14.5-27 of the Town Code.

Although Fort Lauderdale permits certain temporary beach uses through Commission-approved Temporary Beach Licenses, its process applies to specific events with defined dates, locations, durations, and operating conditions. It does not authorize a business to use the public beach as a permanent or recurring place of business through a BTR.

Allowing the requested use would have broader policy implications because other businesses, including those without a brick-and-mortar location in Town, could seek similar authorization to use the public beach for commercial operations. Establishing a recurring beach-commerce program would require comprehensive regulations, administrative procedures, and consistent monitoring and enforcement.

Considering the resources necessary to administer such a program fairly, the practical challenges associated with identifying and regulating beach-based commercial activities, and the absence of an established practice among neighboring municipalities allowing ongoing beach-based businesses, staff does not recommend establishing a recurring beach-commerce program at this time.

**Recommendation:** Staff recommends that the Town Commission:

Maintain the Town's existing prohibition against recurring commercial activities on the public beach.

**Exhibits:**

1. EXHIBIT 1-Sec. 5 22.\_\_\_\_Soliciting\_on\_the\_beach.
2. EXHIBIT 2- Chapter 14
3. EXHIBIT 3- Sec. 8 73.\_\_\_\_Offenses. (1)

**Sec. 5-22. Soliciting on the beach.**

- (a) It shall be unlawful to solicit on the public beach except in conformance with a special event application approved by the Town Commission, provided that this provision shall not apply to persons operating under beach franchises and established business operations conducted entirely within an enclosed building or structure.
- (b) The term "solicit" or "soliciting" shall mean and include any one or more of the following activities:
  - (1) Seeking to obtain orders for the purchase of goods, merchandise, foodstuff, services or any other thing of any kind, character or description whatsoever for any kind of consideration whatsoever;
  - (2) Selling goods, merchandise, foodstuff, services or other thing of any kind, character or description whatsoever, for any kind of consideration whatsoever;
  - (3) Selling or seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication for any kind of consideration whatsoever;
  - (4) Seeking to obtain gifts, or contributions of money, clothing or any other thing for any reason whatsoever;
  - (5) Seeking to obtain orders for, or selling real estate of any kind, character or description whatsoever for any kind of consideration whatsoever;
  - (6) Renting or seeking to obtain orders for the rental of goods, merchandise, foodstuff, services, real estate or any other thing of any kind, character or description whatsoever, for any kind of consideration whatsoever;
  - (7) Promoting sales or rentals of real estate, services or goods by the offering of any free services or goods of any kind, character or description whatsoever as an inducement to examine the desirability of such purchase or rental;
  - (8) Placing or carrying, or causing to be placed or carried any showboard, placard or sign for the purpose of accomplishing any of the activities set forth in subparagraphs (1) through (7) above.

(Ord. No. 2015-02, § 2, 2-10-2015)

Cross reference(s)—Vending and soliciting prohibited on the beach, § 14.5-27.

**Sec. 14.5-27. Vending and promotional entertainment prohibited in certain areas.**

- (a) *Prohibition.* Except as approved by the Town Commission as part of a special event application it shall be unlawful for any person to conduct off-premises vending or to operate as a promotional entertainer:
- (1) On or upon any of the sandy beaches within the Town;
  - (2) On or within 250 feet of Commercial Boulevard;
  - (3) On or within 250 feet of Ocean Boulevard/State Road A1A;
  - (4) On or within 250 feet of El Mar Drive.
- (b) *Exception.* Subject to the other limitations imposed hereby, promotional entertainers may operate:
- (1) Upon any sidewalk, or right-of-way, provided such sidewalk or right-of-way is immediately adjacent to and within four feet of the confines of the premises of the business with which they are associated;
  - (2) If associated with a sidewalk cafe, within the approved boundaries of the sidewalk cafe;
  - (3) Within the areas provided in this subsection so long as:
    - a. The business has notified the Town Police Department, providing:
      1. The name of the promotional entertainer;
      2. The time(s) and date(s) during which the promotional entertainer will be conducting activities;
      3. The location in which the promotional entertainer will be operating; and
      4. The type of activity(ies) the promotional entertainer will be conducting; and
    - b. The business provides a visible identification tag, no smaller than 12 square inches and no larger than 15 square inches, which shall be worn by the promotional entertainer or attached to any part of the promotional entertainer's operation, identifying:
      1. The name of the promotional entertainer; and
      2. The name of the business with which the promotional entertainer is associated.
- (c) Promotional entertainers or their activities shall not:
- (1) Impede pedestrian or motor vehicle traffic upon the public thoroughfares, streets, sidewalks;
  - (2) Conduct any form of soliciting or vending; or
  - (3) Accept contributions except when engaged in activities as a promotional entertainer and permitted by the business and such acceptance during that time shall not constitute a violation of "begging" or "panhandling" conduct under the provisions of section 14-7. A box, jar, musical case or similar item may be left open to indicate that donations will be accepted without violation of section 14-7 of the Code.
- (d) Promotional entertainers and their activities and related acceptance of contributions, if such occur as provided in this article, will not constitute violations under the provisions of sections 14-11 or 14-17.
- (e) Vending and promotional entertainer activities shall be conducted in a manner that ensures the peace, safety and welfare of persons frequenting such areas.

(Ord. No. 2015-02, § 3, 2-10-2015; Ord. No. 2015-15, § 2, 11-11-2015)



## EXHIBIT 2

Editor's note(s)—Ord. No. 2015-02, § 3, adopted Feb. 10, 2015, amended § 14.5-27 in its entirety to read as herein set out. Former § 14.5-27 pertained to off-premises vending prohibited in certain areas, and derived from Ord. No. 305, § 8, adopted Jan. 10, 1989.

# EXHIBIT 3

## Sec. 8-73. Offenses.

It shall be unlawful for any person to solicit on the public beaches or within one hundred and fifty (150) feet of Atlantic Boulevard or Seabreeze Boulevard; provided, however, that this provision shall not apply to persons operating under beach franchises, concessions, or pursuant to temporary beach license agreements or concessions for special events described in this chapter and established business operations conducted entirely within an enclosed building or in a permanent structure for which a building permit is required. The terms "solicit" or "soliciting" shall mean and include any one (1) or more of the following activities:

- (1) Seeking to obtain orders for the purchase of goods, merchandise, foodstuff, services or any other thing of any kind, character or description whatsoever for any kind of consideration whatsoever.
- (2) Selling goods, merchandise, foodstuff, services or other thing of any kind, character or description whatsoever, for any kind of consideration whatsoever.
- (3) Selling or seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication for any kind of consideration whatsoever.
- (4) Seeking to obtain gifts, or contributions of money, clothing or any other thing for any reason whatsoever.
- (5) Seeking to obtain orders for, or selling real estate of any kind, character or description whatsoever for any kind of consideration whatsoever.
- (6) Renting or seeking to obtain orders for the rental of goods, merchandise, foodstuff, services, real estate or any other thing of any kind, character or description whatsoever, for any kind of consideration whatsoever.
- (7) Promoting sales or rentals of real estate, services or goods by the offering of any free services or goods of any kind, character or description whatsoever as an inducement to examine the desirability of such purchase or rental.
- (8) Placing or carrying, or causing to be placed or carried any showboard, placard or sign for the purpose of accomplishing any of the activities set forth in paragraphs (1) through (7) of this section.

(Code 1953, § 9-3(a); Ord. No. C-1197, § 1, 2-7-56; Ord. No. C-1748, § 1, 6-20-61; Ord. No. C-1804, § 1, 2-20-62; Ord. No. C-1918, § 1, 6-11-63; Ord. No. C-66-22, § 1, 3-28-66; Ord. No. C-68-43, § 1, 7-2-68; Ord. No. C-70-12, § 1, 2-17-70; Ord. No. C-70-31, § 1, 4-21-70; Ord. No. C-75-98, § 1, 11-18-75; Ord. No. C-77-22, § 1, 2-1-77; Ord. No. C-79-66, § 1, 9-18-79; Ord. No. C-84-7, § 1, 1-17-84; Ord. No. C-85-25, § 1, 2-20-85; Ord. No. C-87-47, § 1, 7-7-87; Ord. No. C-90-54, § 1, 9-5-90; Ord. No. C-11-02, § 2, 1-19-11)



**Agenda Item No: 13.a.**

## **Town Commission Agenda Item Report**

**Meeting Date:** September 9, 2026

**Submitted By:** Jhanelle Campbell, Development Services Director

**Submitting Department:** Development Services

**Item Type:** Presentation

**Agenda Section:** NEW BUSINESS

---

**Subject Title:** DSD Quarterly Report

**Explanation:** Report attached.

**Recommendation:**

**Exhibits:**

1. DSD QUARTERLY REPORT - FY 26 (008)



## DEVELOPMENT SERVICES QUARTERLY REPORT JANUARY- APRIL 2026



### **Business Tax Receipt Activities**

- 8 New businesses opened; 14 applications were received.

#### **New Businesses Opened**

| <b>BTR License Number</b> | <b>Type of Business</b> | <b>Date Opened</b> | <b>Business Name</b>     | <b>Street Number</b> | <b>Street Name</b> | <b>Suite</b> |
|---------------------------|-------------------------|--------------------|--------------------------|----------------------|--------------------|--------------|
| 02937                     | Commercial              | 01/08/2026         | Resolution Wireless      | 235                  | Commercial Blvd    | 203          |
| 02979                     | VacRental               | 01/26/2026         | Pennsylvania Growers     | 4220                 | Seagrape Drive     | 1-4          |
| 02983                     | Rental                  | 01/20/2026         | Vindobona LLC            | 4532                 | Bougainvilla Drive | 20           |
| 02985                     | Rental                  | 01/20/2026         | Carlos & Sandra Placeres | 1480                 | S Ocean Blvd       | 205          |
| 02987                     | Rental                  | 01/30/2026         | Leah Butler              | 1500                 | S Ocean Blvd       | 1106         |
| 02989                     | Rental                  | 03/05/2026         | Ileana Nogueiras-Perez   | 1480                 | S Ocean Blvd       | 217          |
| 02991                     | Rental                  | 03/11/2026         | Maurice Jazzetti         | 4549                 | N Ocean Drive      | 4            |
| 02996                     | STRental                | 04/17/2026         | Jamilce Newton           | 4542                 | Seagrape Drive     | 2            |

**Development Services** – The following Development Services Division items were addressed during the reporting period.

| <b>Address</b>        | <b>Issue</b>                                          |
|-----------------------|-------------------------------------------------------|
| 4345 E Tradewinds Ave | Architectural Review-Exterior renovation/color choice |

**Development Updates-** The following projects are currently being reviewed by the Development Services Department.

Approximately 40% of the building permit file digitization project is complete, including the scanning of all large-format plans.

### **Other Applications**

### Development Services Applications

| Type                      | Number |
|---------------------------|--------|
| ROW Permit                | 4      |
| Lien Search Requests      | 123    |
| Landscape Permit          | 22     |
| Sign Permit               | 1      |
| Conditional Use           | 0      |
| Administrative Adjustment | 0      |
| Architectural Review      | 1      |

### **CODE COMPLIANCE ACTIVITIES**

Code Compliance hearings are held on the 4<sup>th</sup> Thursday of every month.

| Code Activity Summary              |     |
|------------------------------------|-----|
| Case Inspections                   |     |
| New Incidents Investigated         | 203 |
| Total Inspections Completed        | 128 |
| Cases with Active Violations       |     |
| Under Magistrate Jurisdiction      | 34  |
| Under Code Office Jurisdiction     | 73  |
| Liens with Active Violations       | 6   |
| Total Cases with Active Violations | 129 |
| Vacation and Short-Term Rentals    |     |
| Registered Units                   | 145 |

### **BUILDING DEPARTMENT AND ZONING ACTIVITIES**

A list of the Building Department permits activity and fees collected during the reporting is noted below. The total amount of funds collected was \$202,549.91.

|                        | January 2026- April 2026 |
|------------------------|--------------------------|
| Permit Applications    | 409                      |
| Permits Issued         | 409                      |
| Permits over \$100,000 | 17                       |
| Inspections Completed  | 1501                     |
| Funds Collected        | \$202,549.91             |

| PERMITS WITH JOB COST OVER \$100,000 |                                            |                                    |                |                |
|--------------------------------------|--------------------------------------------|------------------------------------|----------------|----------------|
| Address                              | Work Description                           | Owner                              | Valuation      | Fees Collected |
| 226 ALGIERS                          | SFR NEW CONSTRUCTION                       | GULFSTREAM DEV. FL, LLC            | \$1,239,238.00 | \$1,040.44     |
| 5000 N OCEAN BLVD                    | CONCRETE RESTORATION                       | SEA RANCH CLUB CONDO               | \$100,000.00   | \$3,225.69     |
| 224 E COMMERCIAL                     | CONCRETE RESTORATION                       | CORPORATE CTR BY THE SEA           | \$100,949.50   | \$3,570.88     |
| 3900 N OCEAN, UNIT #6A               | KITCHEN & BATH REMODELING                  | MEUNIER, ISABELLE                  | \$127,000.00   | \$4,257.66     |
| 1441 S OCEAN BLVD                    | REPLACE FASHIA STONE FRONT OF BLDG         | SURFRIDER CONDO ASSOC.             | \$150,000.00   | \$5,494.19     |
| 1460 S OCEAN, UNIT 1601              | 8 SGD AND 8 WINDOWS - IMPACT GLASS         | KANOSKI, JOAN C<br>KANOSKI, RONALD | \$150,000.00   | \$4,818.19     |
| 5400 N OCEAN BLVD                    | REMOVE AND REPLACE 16 CARPORTS             | SEA RANCH VILLAS 56 LLC            | \$165,093.60   | \$5,267.65     |
| 1700 S OCEAN BLVD, UNIT 6B           | KITCHEN, BATH REMODEL, FLOORING INSTALL    | LYTTLE, JOAN                       | \$180,000.00   | \$5,916.59     |
| 289 TROPIC DR                        | NEW CONCRETE DOCK AND SEAWALL              | ELLIOTT, BARRY H & ELISA           | \$219,375.00   | \$4,713.07     |
| 4660 N OCEAN                         | EMEERGENCY DEMO DUE TO WATER DAMAGE        | FDG NORTH LLC.                     | \$250,000.00   | \$2,724.44     |
| 4312 EL MAR DR.                      | NEW ADDITION OF A 3-STORY HOTEL            | OCEAN TREASURE COURTYARD           | \$3,126,900.00 | \$67,050.95    |
| 268 CODRINGTON DR                    | INTERIOR ALTERATION & ADDITION FOR BED/DEN | IZQUIERDO, FELIPE                  | \$304,000.00   | \$10,171.88    |
| 4660 N OCEAN DR                      | EMERGENDY RESTO DUE TO WATER DAMAGE        | FDG NORTH LLC.                     | \$310,400.00   | \$9,864.11     |
| 1398 S OCEAN BLVD, UNIT 11           | INTERIOR RENOVATION                        | CHARRON, ANNE<br>DUHAMEL, VINCENT  | \$400,000.00   | \$12,901.44    |
| 1850 S OCEAN BLVD                    | CONCRETE RESTORATION                       | EL MAR CONDOMINIUM                 | \$776,368.00   | \$28,388.09    |
| 1700 S OCEAN BLVD                    | RE-ROOF                                    | CRISTELLE CONDO ASSOC.             | \$856,050.00   | \$13,748.15    |
| 2048 COCO PALM PL                    | NEW SFR CONSTRUCTION                       | ELLA BELLAS HOME, LLC.             | \$907,500.00   | \$19,396.49    |

| BUILDING SAFETY INSPECTION STATUS |                            |                                                         |
|-----------------------------------|----------------------------|---------------------------------------------------------|
| Address                           | Code Case #                | Status of Completion                                    |
| 1620 S Ocean Blvd                 | 21100022                   | Ocean Colony - Project is due to be completed 9/30/2026 |
| 1850 S Ocean Blvd                 | 21100051                   | Crane Crest- Project is due to be completed 9/30/2026   |
| 2002 Ocean Walk Ter               | 25120011/25120012/26030009 | Ocean Walk Villas- Completed                            |

*Jhanelle M. Campbell*

---

Jhanelle Campbell, Development Services Director





## Town Commission Agenda Item Report

**Meeting Date:** September 9, 2026

**Submitted By:** Courtney Easley, Assistant to Town Manager

**Submitting Department:** Administration

**Item Type:** Ordinance

**Agenda Section:** ORDINANCES 2nd Reading

---

**Subject Title:** ORDINANCE 2026-05: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN EXTENSION OF THE 2021 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION FRANCHISE AGREEMENT WITH WASTE PRO USA, INC., FOR A ONE (1) YEAR PERIOD FROM OCTOBER 31, 2026, TO OCTOBER 31, 2027; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

**Explanation:** The Town's current agreement with Waste Pro is scheduled to expire on October 31, 2026. Staff is requesting a one-year extension to continue providing all existing residential and commercial solid waste collection services under the current terms and pricing. The extension will allow the Town sufficient time to evaluate its long-term solid waste service needs and determine whether exercising the agreement's final ten-year renewal option or issuing a Request for Proposals (RFP) is in the Town's best interest.

By extending the agreement at the current rates, the Town will continue to receive uninterrupted solid waste collection services while avoiding a cost increase that would typically be expected under current market conditions. The additional year will also allow the Town to evaluate potential service enhancements and procurement opportunities, while providing Waste Pro time to complete a comprehensive audit of customer accounts and properties to ensure billing accuracy and identify any discrepancies.

**Recommendation:** Approve a one-year extension of the Town's Solid Waste Collection Agreement with Waste Pro through October 31, 2027, with no increase to the current collection fees or changes in service.

### Exhibits:

1. Ordinance - Waste Pro Extension - v2
2. Business Impact Estimate
3. 2021 Restated Waste Pro Collection Agreement



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN EXTENSION OF THE 2021 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION FRANCHISE AGREEMENT WITH WASTE PRO USA, INC., FOR A ONE (1) YEAR PERIOD FROM OCTOBER 31, 2026, TO OCTOBER 31, 2027; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, in 2009, the Town of Lauderdale-By-The-Sea issued a Request for Proposals for solid waste and recycling services for the residences and businesses within the corporate limits of the Town; and

**WHEREAS**, five (5) companies responded to said Request for Proposals 09-02-01, and the submittals were reviewed by Town staff, as well as the Town Commission, who provided an independent evaluation; and

**WHEREAS**, on May 12, 2009, the Town adopted Ordinance 2009-13 and entered into a Solid Waste, Bulk Waste and Recycling Collection Services Agreement (the “Franchise Agreement”) with the top ranked firm, Choice Environmental Services of Broward, Inc. (“Choice”), for an initial three-year term, with three (3) optional renewal periods of three to five years each; and

**WHEREAS**, on March 27, 2012, the Town Commission adopted Ordinance 2012-03, exercised the first renewal, and adopted a restated Franchise Agreement (the “2012 Restated Franchise Agreement”) for the First Renewal Term; and

**WHEREAS**, in 2014, Progressive Waste Services, Inc., a successor in interest to Choice (“Progressive”), advised the Town that it entered into an agreement with Waste Pro USA, Inc. (“Waste Pro”) providing for Waste Pro’s purchase of certain assets of Progressive, and Progressive

requested the Town's approval of the transfer of the Restated Franchise Agreement to Waste Pro;  
and

**WHEREAS**, on August 19, 2014, the Town approved the transfer of the Restated Franchise Agreement to Waste Pro, and Waste Pro has been providing collection services for the Town since that time; and

**WHEREAS**, on January 13, 2015, the Town Commission approved Ordinance 2014-20, the First Amendment to the 2012 Restated Collection Franchise Agreement, which extended the First Renewal Term for a six-month period to November 30, 2015; and

**WHEREAS**, on November 24, 2015, the Town Commission approved Ordinance No. 2015-14, which approved the 2015 Restated Franchise Agreement, providing for a one-year extension of the First Renewal Term through November 30, 2016, and amendments to improve the operations of the solid waste and recyclable collection system; and

**WHEREAS**, on November 15, 2016, and again on February 14, 2017, the Town Commission approved successive ninety (90) day extensions of the First Renewal Term, to provide time for the parties to negotiate the terms of the Second Renewal Term of the Agreement; and

**WHEREAS**, on May 9, 2017, the Town Commission adopted Ordinance No. 2017-06 and approved the 2017 Restated Franchise Agreement, exercising the Second Renewal Term for a period commencing May 18, 2017, and continuing to November 1, 2021; and

**WHEREAS**, on May 14, 2019, the Town Commission approved the 2019 Restated Agreement, providing for certain amendments to the Franchise Agreement; and

**WHEREAS**, on November 1, 2021, the Town Commission adopted the 2021 Restated Franchise Agreement (the "2021 Restated Agreement"), exercising the Third Renewal Term for a period commencing November 1, 2021, and continuing through October 31, 2026; and

53           **WHEREAS**, pursuant to Section 1.4(b) of the Agreement, upon expiration of the Third  
54   Renewal Term the Town may either renegotiate the term and conditions of the Agreement with  
55   Waste Pro or solicit competitive proposals from qualified contractors for the provision of solid  
56   waste, bulk waste, and recycling collection services; and

57           **WHEREAS**, Town staff has requested a one (1) year extension through October 31, 2027,  
58   to allow the Town sufficient additional time to evaluate its long-term solid waste collection service  
59   needs and to determine whether renegotiating a further extension with Waste Pro or issuing a  
60   Request for Proposals is in the Town's best interest; and

61           **WHEREAS**, the Town Commission desires to approve the extension of the 2021 Restated  
62   Agreement attached as Exhibit "A" for a period of one (1) year, from October 31, 2026, through  
63   October 31, 2027; and

64           **WHEREAS**, the Town Commission finds that this Ordinance is in the best interests of the  
65   Town and its residents.

66           **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**  
67   **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:**

68  
69           **Section 1. Recitals.** The foregoing "Whereas" clauses are ratified and incorporated as  
70   the legislative intent of this Ordinance

71           **Section 2. Extension.** The extension of the 2021 Restated Agreement between the Town  
72   of Lauderdale-By-The-Sea and Waste Pro USA, Inc., attached as Exhibit "A" and made a part  
73   hereof by this reference, is hereby approved and adopted. The Town Manager is authorized to  
74   execute all necessary documents to effectuate the extension, subject to the approval of the Town  
75   Attorney as to form and legal sufficiency, and to take any necessary action to effectuate the intent  
76   of this Ordinance.

**Section 3. Codification.**

This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

**Section 4. Severability.**

If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**Section 5. Conflicting Ordinances.**

All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6. Effective Date.**

This Ordinance shall become effective upon adoption on second reading.

Passed on the first reading, this 26th day of August, 2026.

Passed on the second reading, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
**MAYOR EDMUND MALKOON**

|                           | First Reading | Second Reading |
|---------------------------|---------------|----------------|
| Mayor Malkoon             | <u>Yes</u>    | _____          |
| Vice-Mayor Strauss        | <u>Yes</u>    | _____          |
| Commissioner Pouloupoulos | <u>Yes</u>    | _____          |
| Commissioner Denapoli     | <u>Yes</u>    | _____          |
| Commissioner Graziano     | <u>Yes</u>    | _____          |

ATTEST:

108

109

110

111 

---

Town Clerk, Melissa Vasami

112

113 (CORPORATE SEAL)

114

115

116 APPROVED AS TO FORM:

117

118

119 

---

Susan L. Trevarthen, Town Attorney



## Business Impact Estimate

*This form should be included in the "set for public hearing" agenda item for ordinances, and must be posted on the Town's website by the time notice of the proposed ordinance is published.*

Ordinance title: 2026-05

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN EXTENSION OF THE 2021 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION FRANCHISE AGREEMENT WITH WASTE PRO USA, INC., FOR A ONE (1) YEAR PERIOD FROM OCTOBER 31, 2026, TO OCTOBER 31, 2027; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank.

- ☐ The ordinance is required for compliance with federal or state law or regulation;
- ☐ The ordinance relates to the issuance or refinancing of debt;
- ☐ The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the Town;
- ☐ The ordinance is an emergency ordinance;
- ☒ The ordinance relates to procurement; or
- ☐ The ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  - b. Sections 190.005 and 190.046, regarding community development districts;
  - c. Section 553.73, relating to the Florida Building Code; or
  - d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Lauderdale-By-The-Sea:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the Town of Lauderdale-By-The-Sea's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):

**Solid Waste, Bulk Waste, and Recycling Collection Services Agreement  
Between  
The Town of Lauderdale By-The-Sea, Florida  
and  
Waste Pro USA, Inc.**



## **2021 Restated Collection Agreement**

**History: RFP No. 09-02-01 - Effective July 1, 2009 -  
First Amendment - September 10, 2009  
Second Amendment - January 11, 2011  
Third Amendment - September 30, 2011  
Restated Agreement - March 27, 2012  
First Amendment to the Restated Agreement – January 13, 2015  
2015 Restated Agreement – November 24, 2015  
2017 Restated Agreement – May 18, 2017  
2019 Restated Agreement – May 14, 2019  
2021 Restated Agreement – November 1, 2021**



# **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

## **Table of Contents**

---

|                                                                             |    |
|-----------------------------------------------------------------------------|----|
| SECTION 1: AGREEMENT .....                                                  | 5  |
| 1.1 Franchise .....                                                         | 5  |
| 1.2 Term Of agreement .....                                                 | 6  |
| 1.3 Expiration of agreement provisions .....                                | 6  |
| 1.4 Option to renew .....                                                   | 6  |
| SECTION 2: DEFINITIONS.....                                                 | 7  |
| SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR...              | 12 |
| 3.1 Residential solid waste – garbage and trash .....                       | 12 |
| 3.2 Residential Bulk Waste .....                                            | 15 |
| 3.3 Commercial Solid Waste .....                                            | 16 |
| 3.4 Recycling .....                                                         | 17 |
| 3.5 Designated Disposal Facility and Commingling of Waste .....             | 19 |
| 3.6 Special Waste Collection Services .....                                 | 20 |
| 3.7 Town’s Right To Designate Container Size And Frequency Of Pick Up ..... | 20 |
| 3.8 Mixed Use Properties .....                                              | 20 |
| SECTION 4: EDUCATION SERVICES .....                                         | 21 |
| 4.2 Notices To New Customers .....                                          | 22 |
| 4.3 Non-Collection Notice .....                                             | 22 |
| SECTION 5: HOURS OF COLLECTION, SCHEDULES, AND ROUTES.....                  | 22 |
| 5.1 Residential Services .....                                              | 22 |
| 5.2 Commercial Services .....                                               | 22 |
| 5.3 Extended Collection Hours/Days .....                                    | 22 |
| 5.4 Quiet Enjoyment .....                                                   | 22 |
| 5.5 Schedules And Routes .....                                              | 23 |
| 5.6 Holiday Pick-Up Schedule .....                                          | 23 |
| SECTION 6: CHARGES AND RATES.....                                           | 23 |
| 6.1 Collection Services .....                                               | 23 |
| 6.2 Special Collection Services .....                                       | 24 |
| 6.3 Change In Billing Practices; Disposal Fees .....                        | 24 |
| 6.4 Approved Collection Rates .....                                         | 24 |
| 6.5 Franchise Fees And Administrative Fee .....                             | 25 |
| 6.6 Additional Services .....                                               | 25 |
| 6.7 Recycling Revenues .....                                                | 26 |
| SECTION 7: SERVICES TO TOWN .....                                           | 26 |

# Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

|                                                                |                                                                      |    |
|----------------------------------------------------------------|----------------------------------------------------------------------|----|
| 7.1                                                            | Town Facilities And Property                                         | 26 |
| 7.2                                                            | Town Sponsored Special Events                                        | 27 |
| SECTION 8: EMERGENCY SERVICE PROVISIONS.....                   |                                                                      | 27 |
| 8.1                                                            | Suspension Of Collection Services                                    | 27 |
| 8.2                                                            | Emergency Events Clean-Up                                            | 27 |
| 8.3                                                            | Emergency Preparedness Plan And Service Rates                        | 27 |
| 8.4                                                            | Changes To Exhibits To Reflect Changes In Rates                      | 28 |
| SECTION 9: CONTRACTOR’S RELATION TO TOWN.....                  |                                                                      | 28 |
| 9.1                                                            | Contractor Representative Availability                               | 28 |
| 9.2                                                            | Independent Contractor                                               | 28 |
| 9.3                                                            | Supervision Of Agreement Performance                                 | 29 |
| 9.4                                                            | Weight Tickets                                                       | 29 |
| 9.5                                                            | Reports                                                              | 29 |
| 9.6                                                            | Records, Audit And Inspection Of Work Rights                         | 30 |
| 9.7                                                            | Facility Inspection Rights                                           | 30 |
| 9.8                                                            | Liability For Delays Or Non-Performance Due To Unusual Circumstances | 30 |
| 9.9                                                            | Breach Of Agreement                                                  | 30 |
| 9.10                                                           | Termination                                                          | 31 |
| SECTION 10: CUSTOMER RELATIONS.....                            |                                                                      | 31 |
| 10.2                                                           | Missed Collections                                                   | 32 |
| 10.3                                                           | Spillage And Litter                                                  | 32 |
| SECTION 11: PENALTIES .....                                    |                                                                      | 32 |
| SECTION 12: RESERVED.....                                      |                                                                      | 34 |
| SECTION 13: PERFORMANCE BOND AND CORPORATE GUARANTY .....      |                                                                      | 34 |
| SECTION 14: EQUIPMENT AND PERSONNEL.....                       |                                                                      | 35 |
| 14.1                                                           | Vehicles and Collection Equipment                                    | 35 |
| 14.2                                                           | Equipment in Good Repair                                             | 35 |
| 14.3                                                           | Contractor’s Personnel                                               | 36 |
| SECTION 15: WORKING CONDITIONS .....                           |                                                                      | 37 |
| 15.1                                                           | Compliance with State, Federal, and Local Laws                       | 37 |
| 15.2                                                           | EEO Statement                                                        | 37 |
| 15.3                                                           | Americans with Disabilities Act Compliance                           | 37 |
| 15.4                                                           | Fair Labor Standards Act                                             | 37 |
| SECTION 16: INSURANCE.....                                     |                                                                      | 38 |
| SECTION 17: PROPERTY DAMAGE.....                               |                                                                      | 40 |
| SECTION 18: INDEMNIFICATION.....                               |                                                                      | 40 |
| SECTION 19: ASSIGNMENT OF AGREEMENT; NON-TRANSFERABILITY ..... |                                                                      | 40 |
| SECTION 20: OPERATIONS DURING DISPUTE.....                     |                                                                      | 41 |
| SECTION 21: ORDINANCE .....                                    |                                                                      | 41 |

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

|                                                        |    |
|--------------------------------------------------------|----|
| SECTION 22: MODIFICATIONS TO THE CONTRACT.....         | 41 |
| SECTION 23: RIGHT TO REQUIRE PERFORMANCE .....         | 42 |
| SECTION 24: LAW GOVERNING .....                        | 42 |
| SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS ..... | 42 |
| SECTION 26: SAVINGS CLAUSE.....                        | 43 |
| SECTION 27: GENERAL .....                              | 43 |
| 27.1 No Contingent Fees .....                          | 43 |
| 27.2 NO WAIVER .....                                   | 43 |
| SECTION 28: LEGAL REPRESENTATION.....                  | 43 |
| SECTION 29: FORCE MAJEURE .....                        | 43 |
| SECTION 30: MISCELLANEOUS .....                        | 44 |
| 30.1 Conflict .....                                    | 44 |
| 30.2 Modification .....                                | 44 |
| 30.3 Trade Secret Information .....                    | 45 |
| 30.4 Notice .....                                      | 45 |
| 30.5 Public Records .....                              | 46 |
| 30.6 Scrutinized Companies .....                       | 46 |
| 30.7 Joint Preparation .....                           | 47 |

# **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

This Agreement and amendments thereto (hereinafter referred to as “Agreement”) made and first entered into the 1<sup>st</sup> day of July, 2009, and amended as provided below, by and between the Town of Lauderdale By-The-Sea, a municipal corporation of the State of Florida (hereinafter referred to as “**TOWN**”), acting by and through its duly authorized Town Commission, and Waste Pro USA, Inc., a Florida Corporation and successor-in-interest pursuant to a transfer of this Agreement approved by the Town Commission on August 19, 2014 (hereinafter referred to as “**CONTRACTOR**”).

The amendments to this Agreement include:

1. First Amendment on September 10, 2009,
2. Second Amendment on January 11, 2011,
3. Third Amendment on September 30, 2011,
4. 2012 Restated Agreement on March 27, 2012 (first renewal period),
5. First Amendment to the 2012 Restated Agreement on January 13, 2015, and
6. 2015 Restated Agreement on November 24, 2015 (extension of first renewal period).
7. 2017 Restated Agreement on May 18, 2017 (second renewal period).
8. 2019 Restated Agreement on May 14, 2019 (amendments)
9. 2021 Restated Agreement on November 1, 2021 (third renewal period and amendments)

WITNESSETH:

WHEREAS, the CONTRACTOR and the TOWN wish to set forth the terms and conditions of this Agreement for the provision of a Solid Waste, Bulk Waste, and Recycling Collection Services.

NOW THEREFORE, for the mutual benefits and other considerations recited herein, the parties agree as follows:

## **SECTION 1: AGREEMENT**

### **1.1 FRANCHISE**

For the term of this Agreement, the TOWN hereby grants the CONTRACTOR the exclusive franchise and the sole obligation to operate and maintain comprehensive Solid Waste, Bulk Waste, and recycling collection services for Residential Collection Service Units and Solid Waste for Commercial Collection Service Units in and for the TOWN, except as specifically excluded in this Agreement. The franchise specifically excludes the exclusive collection of construction and demolition debris. The CONTRACTOR is authorized by the TOWN, in, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places of the TOWN for the purposes of fulfilling CONTRACTORS’ obligations under this Agreement within the municipal corporate limits of the TOWN, or as directed in conformance with the Charter and Ordinances of the TOWN and other applicable law. The CONTRACTOR’S sole consideration from the TOWN shall be the right to provide the services specified herein at the rates specifically authorized herein.

# Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

## 1.2 TERM OF AGREEMENT

The initial term of this Solid Waste, Bulk Waste, and Recycling Collection Services Agreement (“Agreement”) was for a period of three (3) consecutive years, commencing on July 1, 2009 at 12:00 a.m., local time, through June 20, 2012 at 11:59 p.m., local time. The first renewal period commenced on June 21, 2012 at 12:00 a.m., local time, and continued through May 17, 2017 at 11:59 p.m., local time. The second renewal period commenced on May 18, 2017 at 12:00 a.m., local time, and ends on November 30, 2021 at 11:59 p.m., local time. The third renewal period begins November 1, 2021 at 12:00 a.m., local time, and ends on October 31, 2026.

## 1.3 EXPIRATION OF AGREEMENT PROVISIONS

In the event a new Agreement has not been awarded upon the expiration of this Agreement, and renewal options are not exercised, the CONTRACTOR agrees to provide service to the TOWN for an additional ninety (90) calendar day period beyond the expiration of the Agreement at the then established rates, provided the TOWN requests said services, in writing, at such time.

## 1.4 OPTION TO RENEW

- (a) *Renewal Periods.* After the initial three (3) year period, this Agreement may be renewed for three (3) additional periods, each lasting between three (3) and five (5) years as shown in the following table.

Table 1 – Renewal Periods

|                                                                             |                                      |
|-----------------------------------------------------------------------------|--------------------------------------|
| Initial Term:                                                               | July 1, 2009 to June 20, 2012        |
| First Renewal Term:                                                         | June 21, 2012 to May 17, 2017        |
| Second Renewal Term                                                         | May 18, 2017 to November 1, 2021     |
| Third Renewal Term                                                          | November 1, 2021 to October 31, 2026 |
| Renegotiate Terms and Conditions or Request Bids from Qualified Contractors | To be determined                     |

- (b) *Final Renewal Term.* In the event the Agreement is renewed for three (3) Renewal Terms, the TOWN may, at the end of the final renewal term, either renegotiate the term and conditions of the Agreement with the current CONTRACTOR or request bids from qualified contractors to provide Solid Waste Collection, Bulk Waste Collection, and Recycling Services.
- (c) *No Limits on Right of Termination.* This section in no way limits the TOWN’S right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 9 of this Agreement.

# Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

## SECTION 2: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply, unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the TOWN shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word “shall” is always mandatory and not merely discretionary.

1. **Advertising** shall mean any written communication for the purpose of promoting a product or service. No advertising shall be permitted on Collection vehicles, or any other vehicles, Recycling Bins, Recycling Containers, Containers, Roll-offs or other equipment used for the purpose of administering this Agreement. The CONTRACTOR’S name in which it is doing business and non-toll telephone service number, written communication as specified in the Agreement or written communication as directed by the Town Manager, shall not be considered Advertising.
2. **Account Holder** shall mean the party responsible for payment for services provided by CONTRACTOR that has arranged an account with the CONTRACTOR.
3. **Agreement** shall mean this Agreement.
4. **Bags** shall mean non-dissolvable plastic bags.
5. **Biological Waste** shall mean, as defined in Chapter 403, Florida Statutes, Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.
6. **Biomedical Waste** shall mean, as defined in Chapter 403, Florida Statutes, any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.
7. **Brown Goods** shall mean discarded computers, televisions, stereos, cabinets, furniture, and other similar domestic goods. Brown Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the Brown Goods are collected. Anytime White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
8. **Bulk Waste** shall mean those wastes that may require special handling and management including, but not limited to: all types of vegetative matter resulting from normal yard and landscaping maintenance that does not exceed six (6) feet in length, White Goods, Brown Goods, furniture, equipment, and other similar items including materials resulting from minor home repairs. Bulk Waste does not include items herein defined as Garbage, Contractor-Generated Waste, Exempt Waste, or items such as televisions, mirrors, window glass, or containers with fluids, or waste containing refrigerants or other potentially harmful fluids or gases.
9. **Bulk Waste Collection Service** shall mean Bulk Waste Collection from Residential Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.
10. **Business Day** shall mean any day, Monday through Friday, from 8 a.m., local time until 4 p.m., local time.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

11. **Cart** shall mean a metal or plastic receptacle on wheels that is mechanically emptied, with a maximum capacity of ninety-six (96) gallons used to store Solid Waste, Yard Waste or Recyclable Materials until collection by the CONTRACTOR.
12. **Collection** shall mean the process whereby Solid Waste, Bulk Waste, and Recyclable Materials are removed and transported to the appropriate Designated Disposal Facility. Collection shall exclude the process of picking up, transporting, and dropping off Exempt Waste.
13. **Collection Rates** shall mean the rates approved pursuant to the terms of this Agreement that are to be charged by the CONTRACTOR for collection services.
14. **Commercial Establishment** shall mean all retail, professional, wholesale, institutional, lodging, and industrial facilities, and any other commercial enterprises, offering goods or services to the public located in the Service Area.
15. **Commercial Services** shall mean Commercial Solid Waste Collection Services performed in the Service Area.
16. **Commercial Service Unit** shall mean any Commercial Establishment in the Service Area.
17. **Commercial Solid Waste** shall mean any Garbage or Trash that is usual to the normal operations of a Commercial Service Unit. A Customer driven activity at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include items defined herein as Yard Waste, Bulk Waste, Contractor-Generated Waste, or Exempt Waste must generate commercial Solid Waste. Recyclable Materials are not Commercial Solid Waste.
18. **Commercial Solid Waste Collection Service** shall mean the Collection and disposal of Commercial Solid Waste from Commercial Service. Commercial Solid Waste Collection Service shall be provided via Containers or Dumpsters.
19. **Commercial Recycling Collection Service Unit** shall mean the Collection of Recyclable Materials from Commercial Service Units utilizing Recycling Bins and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
20. **Compactor** shall mean a mechanism, whether stationary or mobile, with a minimum compaction ratio of 2.5 to 1.0 used for the densification of Solid Waste in Containers or Roll-offs. The CONTRACTOR shall clearly mark all Dumpsters and Roll-offs and Compactors as to prohibit their use for the disposal of Biological Waste, Biomedical Waste, Hazardous Waste, or Sludge if hauler is to provide as opposed to Inter Local Agreement (ILA).
21. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, fence, screen, metal, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. This includes non-vegetative construction and demolition debris as a result of a fire, and manmade or natural disaster, to include hurricane debris.
22. **Container** shall mean a Dumpster or Cart used to store Solid Waste, Yard Waste or Recyclable Materials.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

23. **CONTRACTOR** shall mean the person or entity that has entered into this Agreement to provide the services described herein for the Service Area.
24. **Contractor-Generated Waste** shall mean Bulk Waste generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, and lawn or yard maintenance services and nurseries.
25. **County** shall mean Broward County, Florida.
26. **Customer** shall mean person(s) that produce the Solid Waste, Bulk Waste and Recyclable Materials at a physical location. The Customer may be the Account Holder.
27. **Designated Disposal Facility** shall mean the facility designated by the Town for receipt of all Solid Waste, Bulk Waste and Yard Waste collected within the Town that is capable of being processed at the Designated Disposal Facility.
28. **Designated Recycling Facility** shall mean the Recovered Materials Processing Facility designated by the Town for receipt of the Recyclable Materials collected within the Town.
29. **Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste, and other waste materials.
30. **Disposal Fee** shall mean the amount within the Collection Rate paid by the Customer that is charged for the disposal of Solid Waste, Bulk Waste and Yard Waste.
31. **Dumpster** shall mean a metal or plastic receptacle, with a capacity of up to and including eight (8) cubic yards designed or intended to be mechanically dumped into a loader-packer type garbage truck.
32. **Dwelling Unit** shall mean an individual living unit in a single-family dwelling, duplex dwelling, multi-family dwelling, or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.
33. **Exempt Waste** shall mean Biological Waste, Biomedical Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission, and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.
34. **Franchise Fee** shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements, and other public places of the TOWN. The Franchise Fee shall be calculated by multiplying the Gross Revenues as defined herein by the assigned franchise fee percentage. For example, commercial franchise fee shall be ten percent (10%) of Gross Revenues for Commercial Services and three point seven six percent (3.76%) of Gross Revenues for Residential/Multi Family Services.
35. **Garbage** shall mean all waste that is generated from normal residential activities. These materials generally include, but are not limited to, kitchen and food waste, animal and produce waste, or any organic waste that is a result of storage, preparation, cooking, or handling of food materials. Also included in this category are household waste items such as food packaging materials; non-recyclable cans, plastics, paper, cardboard, and bottles; rags and cleaning supplies, and other items usual to housekeeping.



## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

36. **Gross Revenues** shall mean all charges invoiced by the CONTRACTOR arising from, attributable to or in any way derived from the services it provides pursuant to this Agreement, exclusive of franchise fees.
37. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
38. **Non-Collection Notice** shall mean a sticker, tag, or door hanger used by the CONTRACTOR to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by the CONTRACTOR pursuant to the Agreement, developed and provided by the CONTRACTOR and approved by the TOWN. CONTRACTOR is required to provide a Non-Collection Notice anytime Solid Waste, Bulk Waste, or Recycling Materials are not picked up for any reason.
39. **Ordinance** shall mean those parts of the Code of the TOWN governing Solid Waste Collection, Disposal, and Recycling activities within the TOWN.
40. **Recovered Materials Processing Facility** shall mean a facility engaged solely in the storage, processing, resale, or reuse of Recyclable Materials, and that meets the requirements of Section 403.7046, Florida Statutes.
41. **Recyclable Materials** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected shall include all materials that are accepted by the Designated Recycling Facility.
42. **Recycling** shall mean any process by which materials that would otherwise have been Residential Solid Waste or Commercial Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
43. **Recycling Bin** shall mean a rigid rectangular receptacle stenciled with the TOWN logo. Recycling Bins shall not contain the name or logo of the CONTRACTOR. Recycling Bins shall be made of plastic or other suitable substance of no less than fourteen (14) gallons.
44. **Recycling Container or Recycling Cart** shall mean a wheeled metal or plastic receptacle, with a capacity of ninety six (96) gallons or an alternative sized specified by TOWN, intended to be manually or mechanically dumped into a loader-packer type recycling truck. Recycling Containers shall be stenciled with the Town logo and shall not contain the name or logo of the CONTRACTOR. A Recycling Container is commonly referred to as a "Recycling Cart."
45. **Residential Collection Service Unit – Single Family, Duplex** shall mean one single family home or one duplex unit that uses containers that are placed at curbside for collection.
46. **Residential Collection Service Unit – Multi Family Container Service** shall mean a Multi Family property that uses containers that are placed at curbside for collections.
47. **Residential Recycling Collection Service Unit** shall mean all types of Residential Collection Service Units utilizing Recycling Bins, Dumpsters and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

48. **Residential Collection Service Unit – Multi Family Dumpster Service** shall mean the Collection of Garbage and Trash from multi-family residential units that utilize dumpsters for the Collection Service.
49. **Residential Solid Waste** shall mean Garbage and Trash resulting from the normal household activities of a Residential Service Unit. The Customer at the Residential Service Unit wherein the waste is collected must generate the Solid Waste. It does not include items defined herein as Contractor-Generated Waste or Exempt Waste. Recyclable Materials and Bulk Waste are not Residential Solid Waste.
50. **Roll-Off Collection Service** shall mean the Collection and disposal of Roll-Off Containers containing Construction and Demolition Debris. Collection of Construction and Demolition Debris is not considered exclusive to the CONTRACTOR under the terms and conditions of the Agreement.
51. **Roll-Off Containers** shall mean any metal receptacle with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle. Roll-off Containers utilized for services covered under this Agreement shall be owned by the CONTRACTOR.
52. **Scheduled Collection Day** shall mean any day in which Collection activities take place.
53. **Service Area** shall mean the municipal limits of the TOWN.
54. **Sludge** shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.
55. **Solid Waste** shall mean Garbage and Trash. Bulk Waste and Recyclable Materials are not considered Solid Waste.
56. **Special Waste** shall mean Solid Waste that can require special handling and management, including, but not limited to used tires, used oil, lead-acid batteries, ash residue, and biological wastes.
57. **TOWN** shall mean the Town of Lauderdale By-The-Sea, Broward County, Florida.
58. **Town Commission** shall mean the Town Commission of the TOWN.
59. **Town Manager** shall mean the Town Manager of the TOWN, or his/her designated representative(s).
60. **Town Sponsored Special Events** shall mean events sponsored or co-sponsored by the TOWN.
61. **Trash** shall mean plastic bags, wood, bundles, toys, Yard Waste, and other similar waste materials in cans or similar receptacles. Trash does not include items that are Contractor-Generated Waste or Exempt Waste.
62. **Yard Waste (or Yard Trash)** shall mean vegetative materials from normal yard and landscaping maintenance that is from the serviced property.
63. **Yard Waste Collection Service** shall mean the once per week collection of Yard Waste utilizing carts from Cart Customers (single family, duplex and multifamily).

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

64. **White Goods** shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the White Goods are collected. Any time White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
65. **Work Day** shall mean any day, Monday through Sunday.
66. **Undefined Amount of Solid Waste or Recyclables** shall mean the quantity of disposed material that can be placed in a Container by and still allow proper collection with the lid closed.

### **SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR**

The CONTRACTOR shall provide all Residential Services and Commercial Services, as defined in Section 3 herein, within the corporate limits of the TOWN, except as provided herein. Said service shall include:

#### **3.1 RESIDENTIAL SOLID WASTE – GARBAGE AND TRASH**

- (a) **All Residential Solid Waste.** The CONTRACTOR is responsible to collect all Solid Waste, Bulk Trash, and Recycling Materials in the Service Area. In the event the CONTRACTOR is not able to collect, CONTRACTOR is required to provide a Non-Collection Notice with the contractual reason for non-collection.
- (b) **Christmas Trees.** The CONTRACTOR shall collect Christmas Trees from all Residential Service Units at curbside at no additional cost to the Residential Service Unit or the TOWN on normal pickup days when the tree is placed in the Cart or on any Bulk Trash pickup day.
- (c) **Containers.** Containers provided by the CONTRACTOR shall meet accepted industry standards. TOWN will select the color of the Container; however, once the color is selected, all Containers of the same type shall be the same color. Carts shall have a capacity of not greater than ninety-six (96) gallons. The CONTRACTOR is not required to empty any Carts that exceed 150 pounds in weight.
- (d) **Container Repair or Replacement.**
  - (1) **Cart.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Cart has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Cart or make repairs to the Container within two (2) Work Days of said notice. Each Residential Collection Service Unit shall be entitled to two (2) repairs or two (2) replacements of lost, destroyed, or stolen Containers within a rolling 24 month period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost and charged to the Residential Collection Service Unit Customer, unless such damage was caused by CONTRACTOR.
  - (2) **Dumpster.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

- (e) **Collection Rates.** As of the effective date of this Agreement, the CONTRACTOR shall provide Collection Service for each type of service according to the Collection Rates shown in the corresponding Exhibits to this Contract, which are incorporated herein; unless specifically and expressly authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN.
- (f) **Service Levels Not Designated** – For Residential Solid Waste service levels not designated in this Agreement, the CONTRACTOR may provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.
- (g) **Ownership** of Carts –Carts purchased by the CONTRACTOR shall be deemed to be owned by the CONTRACTOR, except that Carts in the possession of a Residential Collection Service Unit or the TOWN at the end of the Agreement shall be deemed to be owned by the TOWN.
- (h) **Yard Waste Collection Service.** The TOWN no longer has a Yard Waste Program. Residents who previously had a yard cart may continue to put their yard waste in the yard cart. However, this will be picked up along with regular solid waste once a week. A replacement cart or additional cart shall be subject to fee (see Exhibit 1). The Town has the option of implementing Yard Waste Collection Service for residential customers utilizing carts by providing the CONTRACTOR with written notice. Within 120 days of receipt of such written notice from the TOWN, the CONTRACTOR shall begin providing once a week residential and Multifamily (with carts service) yard waste collection service. The fee for yard waste collection service paid to CONTRACTOR shall be negotiated by the parties prior to the implementation of the Yard Waste Program.

### **3.1.1 Residential Collection Service Units – Single Family, Duplex (Cart Service)**

- (a) **Frequency.** The CONTRACTOR shall pick up, twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each residential unit.
- (b) **Suspension of Service.** Single Family or Duplex Residential Service Units may suspend service in accordance with the requirements of the Town Code of Ordinances.
- (c) **Placement of Carts.** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (d) **Number of Carts.** CONTRACTOR will provide one (1) Cart to each Residential Service Unit, unless a smaller size Cart is requested by the Residential Service Unit and agreed upon by CONTRACTOR. In accordance with Chapter 10 of the Town Code, when a duplex is owned by a single person / entity, residents of the Duplexes units may share a common waste and recycling cart provided under a single account,

## Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

provided it is sufficient to accommodate the joint usage without spillover. An additional waste cart requires an additional account.

- (e) **Size of Carts.** The TOWN shall determine the size of the Carts for each class of service.
- (f) **Residential Off-Street Collection Service.** The CONTRACTOR shall provide off-street Collection for Solid Waste from Residential Collection Service Units if (a) all adult occupants residing therein are incapable of moving the Carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Collection Service Unit, and (c) the request is approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Collection Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Collection Service Unit.

### 3.1.2 Residential Collection Service Units – Multi Family with Cart Service

- (a) **Frequency.** The CONTRACTOR shall pick up twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each Residential Collection Service Unit at curbside or a designated location.
- (b) **Placement of Containers.** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonable possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (c) **Number of Carts.** CONTRACTOR shall provide one (1) Cart for each Residential Collection Service Unit if requested, to accommodate the Solid Waste Collection needs of the Residential Collection Service Units. CONTRACTOR may reduce total numbers of Carts if collection is easily contained in a lesser number of Carts. The CONTRACTOR shall provide the number of Carts necessary for efficient and sanitary services based on the reasonable request of an authorized representative of the Residential Service Units, in accordance with the following:
  - (i) A “reasonable request” shall be made at least thirty (30) days prior to the desired date of pick-up or delivery of Carts.
  - (ii) A “reasonable request” shall be defined as any request for a number of Carts sufficient for efficient and sanitary services. Regardless of the actual number of Carts sufficient for efficient and sanitary services, the Residential Service Units shall pay the rate for the number of Carts equaling at least fifty percent (50%) of the number of residential dwelling units. If fifty percent (50%) is not a whole number, the minimum number of Carts will be rounded down; for example, eleven (11) residential dwelling units may request no fewer than five (5) Carts.
  - (iii) A reasonable request may be made up to two (2) times per fiscal year for free. Additional requests to have Carts picked up or delivered may be made,

## Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

but shall require payment of a fee. The fee shall be twenty-five dollars (\$25) for the first four (4) Carts to be picked up or delivered; additional Carts may be requested to be picked up or delivered for a fee of fifteen dollars (\$15) each.

- (iv) In the event of disagreement about the reasonable number of Carts, the TOWN shall make the final determination.

### 3.1.3. Residential Collection Service Units – Multi Family Dumpster Service

- (a) **Number and Size; Frequency of Pickup.** The CONTRACTOR shall provide the sizes and numbers of Dumpsters necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Residential Service Units. Dumpsters shall be picked up as frequently as volume demands, but not less than twice per week, at least three (3) days apart. The Account Holder and the CONTRACTOR shall mutually agree upon the size and frequency of pick-up of Dumpsters. The CONTRACTOR shall notify Account Holder if it is deemed necessary to increase service, and notify the TOWN of their intention to do so. Any dispute between Account Holder and CONTRACTOR shall be resolved by TOWN according to the process established by Town Code and the decision of the TOWN shall be final and binding.
- (b) **Dumpsters.** Dumpsters provided by the CONTRACTOR shall meet accepted industry standards. The CONTRACTOR shall maintain Dumpsters as necessary to maintain efficient and sanitary services.
- (c) **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 1).

## 3.2 RESIDENTIAL BULK WASTE

### 3.2.1 Bulk Waste Collection Schedule and Generation Location

The CONTRACTOR shall pick up Bulk Waste from each Residential Collection Service Unit once a month according to the annual schedule adopted by the TOWN.

All Bulk Waste shall be placed curbside for collection according to the TOWN Code and shall be generated from the Residential Collection Service Unit disposing of the Bulk Waste.

- 3.2.2 **Bulk Waste Service.** Bulk Waste Collection Services shall be provided by CONTRACTOR in accordance with the following service levels:

| Residential Service Unit | Service Level |
|--------------------------|---------------|
| Single Family, Duplex    | No Maximum    |

## Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

| Residential Service Unit      | Service Level                                                                                                                                                                                                                                                              |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Multi Family with Carts       | One (1) cubic yard of Bulk Waste multiplied by the number of Solid Waste Carts from the Residential Service Units. For example, if an 11 unit Multi Family property has five (5) Solid Waste Carts, the CONTRACTOR shall collect up to five (5) cubic yards of Bulk Waste. |
| Mixed-Use Property            | Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.                                     |
| Multi Family Dumpster Service | No Maximums                                                                                                                                                                                                                                                                |

### 3.3 COMMERCIAL SOLID WASTE

- 3.3.1 **Commercial Solid Waste Collection Service** – The CONTRACTOR shall provide Commercial Solid Waste Collection Service as deemed necessary and as determined between the CONTRACTOR and the Customer. However, frequency shall be no less than two (2) times per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. The size of the Container or Dumpster and the frequency of Collection (meeting minimum requirements) shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste shall be placed outside the Container or Dumpster. Dumpster(s) and Container(s) shall be accessible to the CONTRACTOR’S crew and vehicles. In the event of disagreement about the size of Dumpster or frequency of collection, the TOWN shall make the final determination.
- 3.3.2 **Rates** - The CONTRACTOR shall provide Container(s) and Dumpster(s) at the approved rates as identified in Exhibit 2 and Exhibit 3 Compacted Dumpster Service, which are incorporated herein, and, unless specifically authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN unless specifically and expressly set forth herein. Customers may own their Dumpsters and/or Container(s) provided that the Customer shall be completely responsible for its proper maintenance and such Container(s) shall be of a type that can be serviced by the CONTRACTOR’S equipment.
- 3.3.3 **Service Levels not Designated** – For Commercial Solid Waste Collection service levels not designated, the CONTRACTOR shall provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

- 3.3.4 **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 5).
- 3.3.5 **Dumpster Repair or Replacement.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.

### **3.4 RECYCLING**

The CONTRACTOR shall offer recycling services to all Commercial Recycling Collection Service Units; the fees for those services shall be agreed upon by the Commercial Recycling Collection Service Unit and the CONTRACTOR.

The CONTRACTOR shall provide Recycling Services to all Residential Service Units as described below.

- 3.4.1 CONTRACTOR shall provide Recycling Services to all Residential Collection Units one (1) day per week, on a regular scheduled Solid Waste pick up day. The services to be performed by the CONTRACTOR shall consist of Collection of all designated Recyclable Materials and transportation to the Designated Recycling Facility.
- 3.4.2 Should unanticipated events, circumstances, or changes in law arise that necessitate any additions or deletions to work described in this Section, including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications and any compensation to CONTRACTOR before undertaking any changes or revisions to such work.
- 3.4.3 **Purchase and Distribution:** CONTRACTOR shall provide one (1) Recycling Cart to each Residential Collection Service Unit – Single Family and Duplex and one (1) Recycling Cart for every Garbage Container required in Section 3.1.2 for Residential Collection Service Units – Multi Family with Containers. TOWN will select the color of the Container; however, once the color is selected, all Containers shall be the same color. The TOWN may select one alternative sized CART that the Residential Collection Service Unit may request from CONTRACTOR and CONTRACTOR shall promptly provide said carts to the Customers as directed by the Town at no charge to either the Customer or the Town. All Recycling Carts shall be capable of being emptied by mechanical equipment.
- a. The CONTRACTOR shall maintain sufficient Recycling Carts to ensure that extra or replacement Recycling Carts can be provided to Customers or properties in accordance with the terms and conditions of the Agreement. The CONTRACTOR'S employees shall take care to prevent damage to Recycling Carts by unnecessary rough treatment.



## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

- b. The CONTRACTOR shall purchase and distribute new Recycling Carts as requested by TOWN to existing Residential Collection Service Units for the term of this Agreement.
  - c. The CONTRACTOR shall purchase and distribute Recycling Carts to new Residential Collection Service Units that are added to the Service Area during the term of the Agreement.
- 3.4.4 **Repair or Replacement** – Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Service Unit's Recycling Container has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Container to such Residential Service Unit or make repairs to the Container within two (2) Work Days of said notice. Each Residential Service Unit shall be entitled to two repairs or replacements of lost, destroyed, or stolen Containers within a two year period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost.
- 3.4.5 **Ownership** – Ownership of Recycling Carts purchased by the CONTRACTOR shall rest with the CONTRACTOR, except that ownership of Recycling Carts in the possession of a Residential Collection Service Unit or TOWN at the end of the Agreement shall rest with the TOWN.
- 3.4.6 **Recyclable Materials to be Collected** – The CONTRACTOR shall collect all Recyclable Materials that are accepted by the Designated Recycling Facility and that are placed in a Recycling Container.
- 3.4.7 **Contaminated Recyclable Materials** – The CONTRACTOR shall not collect Recyclable Materials that are significantly contaminated with non-Recyclable Materials.
- The CONTRACTOR shall leave a Non-Collection Notice explaining why the material in the Recycling Cart was not collected and shall advise the Town that day of the non-collection. The CONTRACTOR shall not collect the Recyclable Materials until the Residential Service Unit segregates the Recyclable Materials from the contaminating material.
- The TOWN shall approve the design of said notice, and the cost of printing said notice shall be borne by the CONTRACTOR.
- The CONTRACTOR shall maintain a record of the address of any Residential Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.
- 3.4.8 **Recycling Containers for Residential Units Utilizing Dumpsters** – The CONTRACTOR shall provide the same level of Residential Recycling Service to Residential Units using Dumpsters as provided to the Residential Units – Multi Family as identified in Section 3.4. If the recycling volume is sufficient, upon request of an Account Holder, CONTRACTOR shall provide a recycling Dumpster instead of or in addition to Recycling Carts.
- 3.4.9 **Residential Off-Street Collection Service.** The CONTRACTOR shall provide off-street Collection for Recyclables from Residential Service Units if (a) all adult occupants residing therein are incapable of moving their carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Service Unit, and (c) the request is

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Service Unit.

### **3.5 DESIGNATED DISPOSAL FACILITY AND COMMINGLING OF WASTE**

All Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials collected pursuant to this Agreement shall be delivered to facilities designated by the TOWN ("Designated Disposal Facilities"), with the exception of waste which is shown by affidavit to be destined for transportation to any destination outside of the State of Florida. A violation of this Section is a material breach of contract.

#### **3.5.1 Disposal Facility Outside of Florida**

Should CONTRACTOR direct waste to a location outside the State of Florida, it shall indemnify and hold harmless the TOWN for any action resulting from such disposal. CONTRACTOR specifically acknowledges that the prices in this Agreement include this indemnification and hold harmless obligation as a part of its cost for out of state delivery, and such cost is not to be interpreted as a penalty for, or barrier to, delivery of the waste by CONTRACTOR out of state.

#### **3.5.2 Ownership and Commingling of Waste.**

- (a) The TOWN shall retain ownership of all Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials until delivery to the Designated Disposal Facility.
- (b) In the event that CONTRACTOR commingles any materials collected under the terms and conditions of this Agreement with materials from other jurisdictions, CONTRACTOR shall indemnify and hold TOWN harmless from any and all losses, claims, or liability associated with the quantities of Solid Waste or other materials that were commingled.
- (c) CONTRACTOR shall inform TOWN and Town's Designated Disposal Facilities prior to commingling any materials and receive their approval. The Town Manager's approval shall not be unreasonably withheld.

CONTRACTOR shall submit for the Town Manager's approval the formula for converting the tons of disposed commingled waste to cubic yards and then the calculation of the tons/yardage of Town waste from the total disposed. The formula may be revised from time to time at the request of either party. The Town Manager shall make the determination whether a revised formula may be approved.

#### **3.5.3 Change in Designated Disposal Facility**

In the event the TOWN changes the Designated Disposal Facility, TOWN shall give CONTRACTOR at least sixty (60) days-notice of the date the change is to go into effect.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

- (a) In such case, TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement that may be required in order to implement changes in the interest of the public welfare or due to change in law.
- (b) When such modifications to this Agreement are necessary, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section.
- (c) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement within 30 days of the notice, then either party has the right to terminate this Agreement on 180 days written notice. During any such 180 day period, CONTRACTOR shall cooperate with TOWN in assuring a smooth transition to the new disposal facility or arrangement.

### **3.6 SPECIAL WASTE COLLECTION SERVICES**

CONTRACTOR shall not be required to collect and/or dispose of Special Waste, Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All collection and disposal for those types of waste are not regulated or exclusive under this Agreement, but if provided by the CONTRACTOR, shall be in strict compliance with all federal, state, and local laws and regulations.

### **3.7 TOWN'S RIGHT TO DESIGNATE CONTAINER SIZE AND FREQUENCY OF PICK UP**

The TOWN reserves the right to determine the frequency of pick up and the number and size of Containers needed at all Residential Service Units and Commercial Service Units within the TOWN'S corporate limits. The TOWN agrees not to designate more than three (3) sizes of Carts, which at this time are 95, 65 and 35 gallon Carts. TOWN shall give at least thirty (30) days-notice to CONTRACTOR of a change in Cart size; however, CONTRACTOR may continue to deploy existing Carts that are in their inventory. All new Carts thereafter shall be ordered in the size specified by TOWN.

If the TOWN determines that a change in frequency of service or Container size or number is necessary, the CONTRACTOR shall adjust the service accordingly. The Account Holder shall be responsible to pay for the adjusted service levels, whether increased or decreased.

### **3.8 MIXED USE PROPERTIES**

3.8.1 **Defined** - The following terms are defined for purposes of this subsection 3.8 only:

- (a) *Mixed-use property* is defined as a property, which may contain more than one parcel or premises, containing both residential and non-residential uses. For the purposes of Solid Waste collection under this section, the non-residential uses shall not involve food sales or service.
- (b) *Small mixed-use property* is defined as a mixed-use property with a total area of 6,000 square feet or less.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

(c) *Large mixed-use property* is defined as a mixed-use property with a total area of greater than 6,000 square feet.

3.8.2 **Solid Waste and Bulk Waste Service** - As an alternative to the use of Dumpsters, property owners and tenants of mixed use properties may arrange for Solid Waste and Bulk Waste Collection as follows:

(a) *Small mixed-use property option.* The property owner or the single tenant of a small mixed-use property may arrange for a residential Cart that will also serve the non-residential use(s). Such owner or tenant shall be charged the residential Cart rate in Exhibit 1 in those cases where the Garbage from the entire property can be accommodated in one residential Cart, without spillover. In the event additional Carts are required, they shall be provided at the commercial Cart rate applicable to similar volumes of Garbage. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

(b) *Large mixed-use property option.*

i. *Property owners.* The property owner of a mixed-use property in excess of a total area of 6,000 square feet may arrange for a single or multiple commercial containers that will also serve the residential use of the property, if the Container(s) is (are) of sufficient size to accommodate the joint usage without spillover. Such owner shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.

ii. *Tenants.* The tenant of a mixed-use property in excess of a total area of 6,000 square feet, who leases both non-residential space and a residential dwelling on the property, may arrange for a single or multiple commercial containers to serve both his or her residential and non-residential Garbage disposal needs, if the Container is of sufficient size to accommodate the joint usage without spillover. Such Tenants shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

3.8.3 **Other Requirements.** Mixed Use Properties opting to use Containers shall be governed by the in the same manner as similar customers for the disposal of Christmas trees, Container repair or replacement, and placement of Carts.

## **SECTION 4: EDUCATION SERVICES**

The CONTRACTOR shall provide the following public education services about the TOWN'S Solid Waste, Bulk Waste, and Recycling Services. The CONTRACTOR shall be responsible for all expenses associated with the notices and educational services required herein. All notices, educational materials, and educational services shall be approved by the Town Manager prior to being printed and used by the CONTRACTOR.

# **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

## **4.1 ANNUAL NOTICE TO CUSTOMERS**

The CONTRACTOR shall design, print, and distribute an annual notice to all Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service.

## **4.2 NOTICES TO NEW CUSTOMERS**

The CONTRACTOR shall design, print, and distribute a notice to new Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service. The notice shall be sent out not later than thirty (30) days after service begins.

## **4.3 NON-COLLECTION NOTICE**

The CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste, or Recyclable Materials, within reason, which does not meet the requirements in this Agreement. The CONTRACTOR shall collect that portion of Solid Waste, Bulk Waste, or Recyclable Materials that meets the set-out requirement, and shall affix to the improper Garbage Can, Container, Bag, or other material a Non-Collection Notice explaining why Collection was not made. The TOWN shall approve the design of said notice and the cost of printing said notice shall be borne by the CONTRACTOR. The CONTRACTOR shall maintain a record of the address of any Customer where Solid Waste, Bulk Waste, or Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.

# **SECTION 5: HOURS OF COLLECTION, SCHEDULES, AND ROUTES**

## **5.1 RESIDENTIAL SERVICES**

Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., local time, and terminating no later than 6:00 p.m., local time, Monday through Saturday, with no service on Sunday.

## **5.2 COMMERCIAL SERVICES**

Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 6:00 a.m., local time, and 6:00 p.m., local time, Monday through Sunday.

## **5.3 EXTENDED COLLECTION HOURS/DAYS**

The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the TOWN.

## **5.4 QUIET ENJOYMENT**

The receipt by the TOWN of a complaint pattern referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be prima facie evidence of “disturbances” and the CONTRACTOR shall adjust the Commercial Service hours at such identified locations as the TOWN shall direct the CONTRACTOR in writing. The adjustment of such hours shall not result in a rate change for the CONTRACTOR.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

### **5.5 SCHEDULES AND ROUTES**

The CONTRACTOR shall submit proposed changes to routes and schedules to be approved by the Town Manager no later than ninety (90) calendar days prior to the proposed effective date of the change.

In the event of a temporary change in residential routes or schedules that will alter the day of Collection, the CONTRACTOR shall have said changes approved by the Town Manager at the earliest practical date. The CONTRACTOR shall bear all expenses for public education in the event of a change in residential routes (i.e. preparation of news releases, postage, copies, etc.).

The TOWN reserves the right to deny the CONTRACTOR'S vehicles access to certain streets, bridges, and public ways, inside the TOWN or outside the TOWN in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. The CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

### **5.6 HOLIDAY PICK-UP SCHEDULE**

Christmas is designated as a Holiday. The CONTRACTOR is not required to provide Solid Waste Cart, Bulk Waste, or recycling collection or maintain office hours on a Holiday. The TOWN reserves the right to add or delete designated holidays for the duration of this Agreement.

- 5.5.1 If Solid Waste Cart collection falls on a Holiday, then Solid Waste carts shall be collected on the Customer's next regularly scheduled pick-up day after the Holiday.
- 5.5.2 If recycling Cart collection falls on a Holiday, then recycling carts shall be collected on the Customer's Solid Waste collect date within that week. For example, if the Customer's Solid Waste Cart is collected on Monday and Thursday and the Holiday is on Monday, then the recycling Cart shall be collected Thursday of that Holiday week.
- 5.5.3 If Bulk Waste collection falls on a Holiday, the CONTRACTOR shall schedule Bulk Waste collection one week after the Holiday.
- 5.5.4 Dumpster collection shall not be affected by Holidays; however, nothing herein prevents the CONTRACTOR for making alternative arrangements for Holiday collection of dumpsters.

## **SECTION 6: CHARGES AND RATES**

### **6.1 COLLECTION SERVICES**

The CONTRACTOR shall be responsible for the establishment of all collection service accounts, billing and collection of payments for all accounts in accordance with the Collection Rates as they may subsequently be adjusted pursuant to this Agreement. Town shall bear no responsibility for unpaid accounts and CONTRACTOR may not terminate, suspend, or interrupt service based upon non-payment.

In the event of non-payment by a Customer, CONTRACTOR may pursue all legally available means for collection. In the event of non-payment by a Customer, CONTRACTOR, as its sole and exclusive remedy from the TOWN, shall (in writing) provide the name, address and amount of nonpayment to the TOWN and TOWN shall use its code enforcement prosecution process to attempt to collect the amount of the non-payment. Any amounts so collected by the Town,

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

representing the amount of the nonpayment, shall be provided to the CONTRACTOR upon receipt by the TOWN. The TOWN shall not be responsible or liable in any way whatsoever, for any unpaid bills or for its inability to collect unpaid accounts and the TOWN shall not be required to foreclose on any code enforcement liens for unpaid service, though it may, at its sole option, undertake such action. CONTRACTOR shall be responsible for all costs incurred in the collection of Solid Waste and other materials as required herein, including but not limited to, cost of equipment, employees and related costs, disposal fees, fuel and maintenance, administration, and all other costs incurred in the provision of the required services. The TOWN shall bear no responsibility for any costs unless specifically and expressly provided for herein. The Account Holder's only obligation shall be to pay the charges set forth in the appropriate Exhibits setting forth charges or as otherwise specifically and expressly set forth herein.

### **6.2 SPECIAL COLLECTION SERVICES**

The CONTRACTOR shall be responsible for the billing and collection of payments for Special Collection Services. Rates for Special Collection Services are set in Exhibit 5 for the term of the Agreement and are not subject to annual rate increases.

Special Collection Services for current and future TOWN facilities shall be provided at the request of the TOWN and at the expense of the CONTRACTOR.

### **6.3 CHANGE IN BILLING PRACTICES; DISPOSAL FEES**

6.3.1 The TOWN reserves the right at any time to change billing and collections responsibilities for Residential and Commercial accounts. To the extent that TOWN elects to assume billing and collections responsibilities for Residential and or Commercial accounts, the CONTRACTOR will compensate TOWN for providing such service in the form of a monthly administrative fee equal to ten percent (10%) of the Collection element of the Rates shown in the then current Collection Rates.

6.3.2 The TOWN reserves the right at any time to elect to pay Disposal Charges directly for Solid Waste disposed through Cart Service, Dumpster Service, or both. Upon written notice to the Contractor of the Town's intent to pay for Disposal Charges for a particular class of Customer and on the date set forth in the notice, the CONTRACTOR shall be responsible for reimbursement to the Town as set forth below.

6.3.2.1 Cart Service. CONTRACTOR shall submit to TOWN all revenues collected from the Disposal Fee component of the Collection Rates within thirty days of collection.

6.3.2.2 Dumpster Service. Since there is no Disposal Fee component in the Dumpster Collection Rate, the amount submitted to TOWN shall be calculated based on the percentage of the Disposal Charge to the total Collection Rate for the previous twelve months.

### **6.4 APPROVED COLLECTION RATES**

The rates shown in the Collection Rate Exhibits shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of the TOWN.

# **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

## **6.5 FRANCHISE FEES AND ADMINISTRATIVE FEE**

6.5.1 In consideration of the privilege granted to the CONTRACTOR to use and occupy the streets, alleys, bridges, easements, and other public places of the TOWN, pursuant to this Agreement and the right to charge the fees set forth herein, the CONTRACTOR shall pay to the TOWN a Franchise Fee for all services CONTRACTOR provides under this Agreement within the TOWN'S municipal corporate limits. Franchise Fees for Residential Collection Services shall be established equal to three point seventy six percent (3.76%) of gross revenues. Franchise Fees for Commercial Collection Services shall be established at ten percent (10%) of gross revenues. CONTRACTOR shall submit payment to the TOWN monthly for the duration of this Agreement, as amended from time to time. Franchise fees are included in the Collection Rates set forth in the Exhibits but CONTRACTOR may show the Franchise Fee separately on the Customer's bill.

6.5.1.1 CONTRACTOR shall submit to the TOWN on a monthly basis, the payment of the Franchise Fee and a financial statement setting forth the computation of Gross Revenues used to calculate the Franchise Fee for the preceding month and a detailed explanation of the method of computation that is acceptable to the TOWN Finance Director. The CONTRACTOR'S chief Financial Officer or designee shall certify the statement financial. The CONTRACTOR will bear the cost of the preparation of such financial statements.

6.5.1.2 Subject to applicable law, the acceptance by the TOWN of any Franchise Fee payment shall not be construed, as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the TOWN may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee, or assessment.

6.5.2 In addition to the Franchise Fee provided for in Section 6.5.1, an Administrative Fee equal to three point seventy six percent (3.76%) of the gross revenue, excluding Franchise Fees, from single family/duplex residential collection services shall be paid TOWN at the time of collection. Example: A single family accounts pay \$15 per month plus \$0.56 in Franchise Fees for a total of \$15.56. The Administrative Fee is calculated on the \$15 and not the on the total of \$15.56. The financial statement required in 6.5.1.1 shall include the documentation necessary to verify the Administrative Fee payment.

## **6.6 ADDITIONAL SERVICES**

6.6.1 As determined by the Town Commission, the TOWN may provide additional Solid Waste services such as, but not limited to, recycling incentive programs and related education services. At the TOWN's option, it may increase the monthly Collection Rate for various classes of Customers to fund these additional services. For as long as CONTRACTOR does the Solid Waste billing, upon receipt, CONTRACTOR shall pay to the TOWN at the end of each month, the increased amount collected for these additional services.

6.6.2 Upon request by TOWN, CONTRACTOR shall provide once per month electronic waste collection from residents at no additional cost to TOWN or residents.



# **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

## **6.7 RECYCLING REVENUES**

The TOWN shall retain all sums received from the sale of Recyclable Materials as a result of the CONTRACTOR'S provision of Recycling services for all Residential Service Units, Community Events, and TOWN facilities. CONTRACTOR shall take all steps necessary to ensure that payments from the Designated Recycling Facility resulting from the sale of Recyclable Materials are paid directly to the TOWN and not the CONTRACTOR. The CONTRACTOR shall maintain proper and accurate records to reflect the weight, by sort category, of the Recyclable Materials recovered each month, including copies of receipts from the Designated Recycling Facility.

## **6.8 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES**

The Collection Rates provided herein are subject to change as set forth below. The Exhibits to this Agreement stating the rates to be charged hereunder shall be amended to reflect changes in the Disposal Charge and in the Consumer Price Index, as provided in this Section. The amended Exhibits shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

### **6.8.1 DISPOSAL FEE ADJUSTMENT**

Upon the written request of either the CONTRACTOR or TOWN, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for a Disposal Fee adjustment, the Disposal Fee component of the Monthly Collection Rate (as set forth in the Exhibits to this Agreement) shall be adjusted, on the first of the month closest to the effective date of such change in Disposal Rate(s) or 60-days of after the request, whichever is later. The change shall reflect the percentage change (either an increase or decrease) in the Disposal Rate. If a proposed change in the Disposal component is approved by the Town Manager, then such change shall be reflected on an amended exhibit as set forth in this subsection.

### **6.8.2 CPI INCREASE.**

Upon the written request of either the CONTRACTOR or TOWN, and once documentation demonstrating the basis for a CPI adjustment has been submitted acceptable to the Town Manager, the Collection component of the monthly collection rate shall be adjusted, effective October 1 of each year, or 60-days after the request, whichever is later, to account for the change in the annual Consumer Price Index, from the previous period from June 1 to May 31 prior to the October 1 adjustment date, based on the All Urban Consumers, Miami/Fort Lauderdale Region. No CPI adjustment shall be greater than five percent (5%). When the proposed change in the Collection component is approved by the Town Manager, the appropriate Exhibit to this Agreement shall be amended as provided for in this subsection.

## **SECTION 7: SERVICES TO TOWN**

### **7.1 TOWN FACILITIES AND PROPERTY**

The CONTRACTOR shall provide Solid Waste Collection, Bulk Waste Collection, Roll-Off Collection and Recycling Collection and disposal to all current and future TOWN owned and/or operated facilities and property, or project sites without charge to the TOWN. Containers,

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

Dumpsters, and Roll-Offs shall be furnished and maintained by the CONTRACTOR at no charge to the TOWN. The size of the Containers, Dumpsters, and Roll-Offs and the frequency of pick-up service for said facilities shall be at such intervals as determined by the TOWN.

### **7.2 TOWN SPONSORED SPECIAL EVENTS**

The CONTRACTOR shall provide Solid Waste and Recycling Containers, portable toilets and/or Roll-offs, as well as Collection of receptacles, for up to a maximum of twelve (12) Town Sponsored Special Events per year for the term of the Agreement at no cost to the TOWN or Special Event co-sponsors. The CONTRACTOR shall remove said receptacles on an on-call basis. The TOWN shall determine the size and number of said receptacles to be provided by the CONTRACTOR. The CONTRACTOR shall be responsible for the expenses of Containers, portable toilets and/or Roll-offs rental and maintenance, Collection, Disposal Charges, and all other related expenses incurred for the Town Sponsored Special Events.

### **7.3 TOWN DEDICATED TRUCK**

The CONTRACTOR shall maintain a dedicated truck for Town solid waste collection and residential recycling collection. In the event the truck dedicated for Town solid waste collection and residential recycling collection breaks down, the CONTRACTOR shall immediately provide another collection truck from its fleet to be dedicated for Town solid waste collection and residential recycling collection.

## **SECTION 8: EMERGENCY SERVICE PROVISIONS**

### **8.1 SUSPENSION OF COLLECTION SERVICES**

In an emergency event such as a hurricane, tornado, major storm, natural or manmade disaster, or other such event, the TOWN may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the TOWN when it is anticipated that normal routes and schedules can be resumed.

### **8.2 EMERGENCY EVENTS CLEAN-UP**

The clean-up from emergency events is not exclusive to this Agreement. The TOWN reserves the right to select the CONTRACTOR and/or another agency and/or company to perform the clean-up from emergency event(s). The CONTRACTOR shall, by request of the TOWN, work jointly with other agencies and/or companies during emergency events. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours, and other documented expenses.

### **8.3 EMERGENCY PREPAREDNESS PLAN AND SERVICE RATES**

In the event that the CONTRACTOR wants to propose changes in CONTRACTORS' Emergency Preparedness Plan (**Exhibit 6**), CONTRACTOR shall submit such changes to the TOWN by April 15<sup>th</sup> of any year, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for the changes, the changes shall normally be effective the following October 1<sup>st</sup> unless an earlier date is approved by the Town Manager. The rates and fee schedule in

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

the Plan must be reasonable and within market rates. In no event shall the rates change by more than the CPI adjustment provided for in Section 6.8.

The CONTRACTOR shall perform debris removal services when requested by the TOWN. The CONTRACTOR shall begin to assist the TOWN to clear roads and remove storm debris with heavy equipment within twenty-four (24) hours after the event passes if provided written authorization and direction from the Town Manager or designee. The CONTRACTOR shall begin a significant effort to remove vegetative and construction and demolition materials debris within seventy-two (72) hours after the event passes, provided the CONTRACTOR has received written authorization and approval from the Town Manager or designee. The equipment and manpower resources and other particulars will be identified in the Emergency Preparedness Plan. CONTRACTOR shall be responsible for the preparation of all documents and forms and support information required by Federal Emergency Management Agency (**FEMA**). The CONTRACTOR within the time limits established by FEMA for such filings shall submit such documents, forms and information to the TOWN. CONTRACTOR shall refund to TOWN any payment to CONTRACTOR that is otherwise qualified for reimbursement but is rejected by FEMA due to the CONTRACTOR provided documentation.

### **8.4 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES**

The Emergency Service Rates provided herein are subject to change as set forth above. The Exhibit to this Agreement stating the rates shall be amended to reflect changes as provided in this Section. The amended Exhibit shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

## **SECTION 9: CONTRACTOR'S RELATION TO TOWN**

### **9.1 CONTRACTOR REPRESENTATIVE; FIELD SUPERVISORS; AVAILABILITY**

The CONTRACTOR shall cooperate with the TOWN in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. As such, the CONTRACTOR shall have a competent and reliable representative on duty that is authorized to receive orders and to act on CONTRACTOR'S behalf. The CONTRACTOR agrees that the TOWN shall have twenty-four (24) hour access to said representative. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S said representative(s) shall not meet the requirements of this Section. Additionally, CONTRACTOR agrees to designate one Field Supervisor, who shall oversee the Collection Service provided under this Agreement, including driving through the Town routes and addressing and correcting any issues that may arise. One Field Supervisor will be dedicated to oversee residential and commercial container services related to residential, multifamily complexes and businesses. The Field Supervisor shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every day. At all times during the term of this Agreement, the Town designated personnel shall have immediate access to the Field Supervisor by telephone and electronic mail.

### **9.2 INDEPENDENT CONTRACTOR**

It is expressly agreed and understood that CONTRACTOR is in all respects an independent CONTRACTOR as to the work. Even though in certain respects, CONTRACTOR may be required

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

to follow the direction of the Town Manager or the TOWN'S designated representative, the CONTRACTOR is in no respect an agent, servant, or employee of the TOWN.

### **9.3 SUPERVISION OF AGREEMENT PERFORMANCE**

The Town Manager, or the TOWN'S designated representative, is hereby designated as the public official responsible for the administration of this Agreement by the TOWN, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR'S performance hereunder. CONTRACTOR shall diligently work with the Town Manager or the TOWN'S designated representative, to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance.

### **9.4 WEIGHT TICKETS**

The CONTRACTOR shall retain the weight ticket from the Designated Disposal Facility for the Collection of Solid Waste, Bulk Waste, or other materials from Residential Service Units or Commercial Service Units delivered from the TOWN and the weight tickets from the Designated Recycling Facility for the Recyclable Materials delivered from the TOWN for review by the TOWN upon reasonable notice according to the requirements of Sec. 9.6. Said data shall be reviewed at CONTRACTOR'S offices. If the CONTRACTOR fails to provide the above data or additional data requested by the TOWN, the TOWN reserves the right to impose a penalty or withhold payment for services as provided in the Agreement or to terminate this Agreement.

### **9.5 REPORTS**

- 9.5.1 **Monthly Complaints and Missed Collection.** CONTRACTOR shall maintain an accurate and up-to-date log of date, time, and address of all complaints received and missed Collections, the disposition thereof, actions taken to resolve the complaints or missed Collections, and the date and time the complaints or missed Collections were resolved. The CONTRACTOR shall provide the complaint log to the TOWN in the form of a monthly report in Microsoft Excel or an alternative computer program selected by the TOWN, no later than the fifteenth (15th) day of each month, or upon request by the TOWN.
- 9.5.2 The TOWN reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to the CONTRACTOR. The TOWN reserves the right to impose a penalty in these cases. If the CONTRACTOR fails to provide the above data, or additional data requested by the TOWN, the TOWN reserves the right to withhold payment for services or impose the penalty provided in Sections 11.
- 9.5.3 The CONTRACTOR shall provide TOWN a semi-annual fiscal year reports (submitted by April 30) and an annual report (submitted by October 31<sup>st</sup>) that includes, but not limited to, tonnage collected per week by Customer type for the different types of services provided and the number of accounts by type.
- 9.5.4 TOWN may require other reports that may be reasonably necessary for the management of the TOWN Solid Waste system.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

### **9.6 RECORDS, AUDIT AND INSPECTION OF WORK RIGHTS**

The CONTRACTOR shall keep books and records utilizing a computerized record-keeping program and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Agreement. Such records shall include complete and legible daily attendance and enrollment records.

Upon providing reasonable notice, such books and records will be available at all reasonable times for examination and audit by the TOWN and its representatives, and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the TOWN of any fees or expenses based upon such entries.

### **9.7 FACILITY INSPECTION RIGHTS**

The TOWN may, at reasonable times during the term hereof, inspect the CONTRACTOR'S facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by the CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. The CONTRACTOR shall make available to the TOWN all facilities and assistance to facilitate the performance of inspections by the TOWN'S representatives.

### **9.8 LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES**

It is expressly agreed that in no event shall the TOWN be liable or responsible to the CONTRACTOR, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the TOWN or the CONTRACTOR, or on account of any delay from any cause over which the TOWN has no control. The CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-performance are caused by events or circumstances beyond the control of the CONTRACTOR. The CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue, but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Agreement by the CONTRACTOR substantially impossible, CONTRACTOR agrees that the TOWN shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm, town attorney or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Agreement price in effect and the costs charged by the successor company. In the event the bond is called, the TOWN will first call and use the cash/surety bond posted by the CONTRACTOR.

### **9.9 BREACH OF AGREEMENT**

If, in the opinion of the Town Manager, or the designated TOWN representative, there has been a material breach of Agreement, the Town Manager, or designated TOWN representative, shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. If, within a period of ten (10) calendar days from the date of CONTRACTOR'S receipt of the notice, the CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Agreement, the Town Manager shall so notify

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

the Town Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the Town Commission. On the date of the hearing, the Town Commission shall hear from the CONTRACTOR and the Town Commission shall make a final determination as to whether or not there has been a breach of Agreement and direct what further action shall be taken by the TOWN, as hereinafter provided. Pending resolution of the alleged breach, the provisions of Section 20 shall govern the CONTRACTOR.

### **9.10 TERMINATION**

If the CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the Town Commission makes a final determination that a breach has occurred, and if the CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the Town Commission, the TOWN may thereupon, by action of the Town Commission, declare the Agreement terminated and in default. Upon such declaration of cancellation or breach, the TOWN may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CONTRACTOR shall pay the TOWN for any payments due for services rendered by the CONTRACTOR prior to termination of the Agreement. Such cancellation of the Agreement shall not relieve the CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Agreement, and, in case the expense incurred by the TOWN in performing or causing to be performed the work and services provided for in said Agreement shall exceed the sum which would have been payable under this Agreement, then the CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to the TOWN in the amount of any such expenses in excess of the Agreement price. The TOWN may apply the cash bond in its possession toward any and all damages incurred as a direct or indirect result of failure by the CONTRACTOR to properly perform its obligations under this Agreement and it may look to the cash/surety, the CONTRACTOR and any guarantor for additional damages. The CONTRACTOR'S cash/surety or security will not be released until such time as the term of this Agreement otherwise expires.

### **9.11 DELINQUENT PAYMENTS**

The TOWN is entitled to a late fee for any payment due the TOWN that is delinquent more than 10-calendar days. The late fee shall be charged at the rate of .0005 per day for each calendar day the payment is delayed up to the day the payment is postmarked (example: \$10,000 payment X .0005 = \$5.00 per day late fee.)

## **SECTION 10: CUSTOMER RELATIONS**

### **10.1 CUSTOMER OFFICE HOURS**

The CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious Customer relations in the TOWN. The CONTRACTOR agrees that it shall have telephone service via a non-toll call from the TOWN. The non-toll telephone service shall be listed in the name in which the company is doing business as the CONTRACTOR. The CONTRACTOR'S employee(s), whom shall be familiar with the TOWN, shall staff the telephone service from 7:00 a.m., local time, till 5:00 p.m., local time, Monday through Friday and Saturday from 7 a.m. until 12:00 p.m., and Saturday Emergency Contact from 12:00 p.m. to 6:00 p.m. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S employee(s) shall not meet the requirements of this Section.

# **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

## **10.2 MISSED COLLECTIONS**

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, the CONTRACTOR shall ensure that the missed Collection shall be picked up on the same day if CONTRACTOR becomes aware of the missed collection or if notification was received by the CONTRACTOR before 12:00 p.m., local time, otherwise the missed Collection shall be picked up before 12:00 p.m., local time, on the next Work Day.

Any deviation from the requirements of this provision must be approved by the Town Manager, or the TOWN'S designated representative. If the CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, the TOWN reserves the right to ensure that the Collection is made, either with its own workforce or an outside source, and to charge all costs, plus reasonable overhead, to the CONTRACTOR in the manner deemed to be in the best interest of the TOWN. Such a manner may include, but is not limited to, withholding the amount of the costs, plus reasonable overhead, from any monies owed to the CONTRACTOR.

The CONTRACTOR shall not be required to collect Solid Waste or Bulk Waste material from curbside that is non-conforming; however, in each such case, the CONTRACTOR shall notify each resident by using a Non-Collection Notice which can be a sticker, tag, or door hanger, in a form approved by the TOWN, notifying the resident of the problem and how the Customer needs to correct the problem. The CONTRACTOR shall then notify the TOWN of the location every time a non-conforming location is noticed.

## **10.3 SPILLAGE AND LITTER**

The CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Containers, or Roll-off Containers caused by the carelessness of the Customer; however, the CONTRACTOR shall clean up any, and all, Solid Waste, Bulk Waste, Recyclable Materials, or other refuse materials including leakage of fluids spilled from Containers, Dumpsters, Roll-off Containers, Recycling Bins, Recycling Containers, and Collection vehicles by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. During transport, all Solid Waste, Bulk Waste, and Recyclable Materials shall be contained, covered, or enclosed so that leaking, spilling, and blowing of the Solid Waste, Bulk Waste, and Recyclable Materials is prevented. The CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. Said cleanup shall be completed at the CONTRACTOR(s) expense within four (4) hours of CONTRACTOR becoming aware of the spillage or leakage.

## **SECTION 11: PENALTIES**

Based upon an investigation, the Town Manager shall determine whether penalties shall be assessed against the CONTRACTOR for failure to comply with provisions described in the Agreement. Factors to be considered include, but are not limited to, acts of God, repeated occurrences of similar types, witnesses, and documentation of the incident. The Town Manager, in consultation with the Town Attorney, shall make the determination as to when repeated occurrences of failure to comply with the provisions of the Agreement arise to a material breach of the Agreement pursuant to section 9.9.

The CONTRACTOR shall have five (5) Calendar Days from the date of the written notice to CONTRACTOR to file a written letter of protest with the Town Manager. If the protest is filed within five

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

(5) Calendar Days excluding Saturday and Sunday, the Town Manager, or individuals appointed by the Town Manager, shall conduct a formal review of each filed protest. The determination of the Town Manager and/or her designated representative shall be final.

Failure by the CONTRACTOR to remedy the cause of any complaint within the time indicated, failure to comply with Agreement provisions, or performance failures shall result in the Town Manager imposing penalties, or any other legal means available. Verified complaints of sloppy service provided by CONTRACTOR, including, but not limited to Solid Waste, Bulk Waste, and Recyclable Materials being left in the roadway or Carts not being returned to the point of Collection shall be resolved by the CONTRACTOR on the day of the verified complaint. Penalties are as set forth below:

- 11.1 **Spillage and Litter** – Failure to clean up spilled material from loading and/or transporting. Each failure shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00).
- 11.2 **Collection Misses** – Failure or neglect to collect properly prepared Solid Waste, Yard Waste, Bulk Waste, or properly prepared Recyclable Materials from any Customer on the regular scheduled Collection day. Each failure shall result in the imposition of a One Hundred Dollar (\$100.00) penalty. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) each day.
- 11.3 **Route Completion** – Failure or neglect to complete each route (including missing whole streets) on the regularly scheduled Collection day according to the time schedule in Sections 5.1 or 5.2. Each failure shall result in the imposition of a Five Hundred Dollar (\$500.00) penalty each day, in addition to the penalty assessed for the individual Collection misses. An extension of time authorized by the TOWN pursuant to Section 5.3 shall not be considered a failure to complete a route.
- 11.4 **Mixing Materials** – Mixing Recyclables with Solid Waste, or any other material intended to be collected separately, during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00) for each instance.
- 11.5 **Mixing Commercial and Residential Program Recyclables** – Mixing Commercial Program Recyclables and Residential Program Recyclables during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00).
- 11.6 **Customer Complaints other than Collection Misses** – Failure to resolve complaints other than Collection misses within the time provided in the Agreement or for all other complaints within five (5) Work Days from the day of notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each instance and \$10 per day starting on the sixth (6<sup>th</sup>) day.
- 11.7 **Disposing at Non-Designated Disposal Facility** – Failure to dispose of Solid Waste, Yard Waste, Bulk Trash or Recyclable Materials collected in the TOWN as required by Section 3.5 of this Agreement or as directed by TOWN shall result in the imposition of a Two Thousand Dollar (\$2,000.00) penalty for each instance; each instance shall mean each day of collected Waste or Recyclable Materials that is not disposed of pursuant to Section 3.5 or as directed by TOWN.
- 11.8 **Chronic Complaint Problems** – Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar verifiable complaints within a rolling twelve (12) month period) in any category of service shall result in the imposition of a Two Hundred Fifty Dollars



## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

(\$250.00) penalty for each occurrence after the third verifiable complaint. Each day that a chronic problem is not corrected is considered to be a new occurrence.

- 11.9 **Chronic Equipment Problems** – Failure or neglect to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem within a rolling twelve (12) month period) shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each occurrence after the third occurrence. Each day of a chronic equipment problem is considered an occurrence.
- 11.11 **Miscellaneous Deficiencies and Infractions** – A penalty in the amount of One Hundred Dollars (\$100.00) may be levied by the Town Manager for the following deficiencies and infractions: failure to maintain equipment in a clean, safe, and sanitary manner; failure to have vehicle operators properly licensed; failure to maintain office hours as identified in the Agreement; failure to properly cover materials in Collection Vehicles; and failure to comply with the hours of operation as identified in the Agreement.
- 11.12 **CONTRACTOR Reports** – Failure to provide the reports required by the Agreement as provided in Section 9 subsequent to the Transition Period. For each day of delay, a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) shall be assessed. In addition, the TOWN shall withhold payment for services until receipt of reports.
- 11.14 **Post Disaster/Storm Cleanup** – Unless waived by the TOWN MANAGER, failure of the CONTRACTOR to begin a good faith effort to remove vegetative materials and construction and demolition debris within twenty-four (24) hours after the storm event passes and failure to begin a significant effort to remove vegetative materials and construction and demolition debris within seventy-two (72) hours after the storm event, provided the CONTRACTOR has first secured written authorization and approval from the Town Manager. A penalty in the amount of Five Thousand Dollars (\$5,000.00) will be assessed each day for each infraction.

### **SECTION 12: RESERVED**

### **SECTION 13: PERFORMANCE BOND AND CORPORATE GUARANTY**

- 13.1 The CONTRACTOR shall furnish at its own cost, to the TOWN, an irrevocable Performance Bond, in form and content approved by the TOWN Attorney for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of One Million Dollars (\$1,000,000.00)

Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed twenty percent (20%) of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement, and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the TOWN and upon agreement of the TOWN.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

Maintenance of said bond and the performance by the CONTRACTOR of all of the obligations under this paragraph shall not relieve the CONTRACTOR of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The Performance Bond may be "called" in the event of any default hereunder by the CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the TOWN against the CONTRACTOR for breach, default, or damages hereunder.

The TOWN reserves the right to increase the Performance Bond amount in the event of a change in the Designated Disposal Facility or due to the duration of the renewal periods.

- 13.2** The CONTRACTOR shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guarantee all of the obligations of the CONTRACTOR under this Agreement. The guarantee shall be in a form and content approved by the TOWN Attorney.

### **SECTION 14: EQUIPMENT AND PERSONNEL**

#### **14.1 VEHICLES AND COLLECTION EQUIPMENT**

The CONTRACTOR shall provide and maintain and have available at all times the necessary amount of Collection trucks and equipment to perform the work as specified herein. During severe storms and emergencies, the CONTRACTOR shall have sufficient vehicles, personnel, containers, etc. in order to meet the needs of the TOWN.

#### **14.2 EQUIPMENT IN GOOD REPAIR**

The CONTRACTOR shall use Collection vehicles within the TOWN that are professionally painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, without body damage, solid tires as approved by the Florida Department of Transportation. The average age of the CONTRACTOR'S Collection vehicles that are used within the TOWN shall not exceed four (4) years, with no vehicle over seven (7) years. All vehicles shall be equipped with operational radio transceiver capable of communicating with the CONTRACTOR'S dispatch from anywhere in the TOWN and cell phone. Each collection truck shall be equipped with a video recording system capable of recording vehicle speed, driver behaviors, accidents and collection of containers. Video recording shall be kept for at least 48 hours and made available to the TOWN upon its request. The CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. The CONTRACTOR shall perform a routine inspection during the service day to ensure hydraulic and other fluids are not leaking and staining TOWN streets. Equipment is to be maintained in reasonable, safe, working condition. CONTRACTOR shall make available an annual maintenance plan of the equipment for approval by the TOWN.

Collection vehicles shall be painted with the company color scheme, with the name of the CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered, and a record kept of the vehicle to which each number is assigned.

No advertising shall be permitted on Vehicles, Containers, or Roll-offs or any other equipment servicing the TOWN. The CONTRACTOR is required to keep Collection vehicles and Dumpsters

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

cleaned and painted to present a pleasing appearance. The CONTRACTOR shall make available for approval by the TOWN a schedule showing the frequency of the cleaning and painting of the vehicles, the age, and miles of the vehicle.

Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh, or tarpaulin, or fully enclosed top. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

Collection vehicles shall not be overloaded so as to scatter collected material, however, if material is scattered from the CONTRACTOR'S Collection vehicle for any reason, it shall be picked up immediately. Each Collection vehicle shall have a fork, shovel, and broom for this purpose. The CONTRACTOR'S Collection vehicles are not to interfere unduly with vehicular or pedestrian traffic and are not to be left unattended, and shall move with the traffic flow.

### **14.3 CONTRACTOR'S PERSONNEL**

The CONTRACTOR shall assign a qualified person to be the Route Superintendent in charge of its operations within the TOWN, and shall give the name or names of the CONTRACTOR'S representatives to the TOWN. The CONTRACTOR shall also provide information regarding the experience of the CONTRACTOR'S representatives. The CONTRACTOR shall adhere to the following requirements:

- 14.3.1 Each driver shall, at all times, carry a valid Florida driver's license for the type of vehicle they are driving.
- 14.3.2 All employees and subcontractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or subcontractors of the CONTRACTOR under its sole discretion and not an employee, subcontractor, or agent of the TOWN. The CONTRACTOR shall supply competent and physically capable employees and subcontractors. The TOWN may require the CONTRACTOR to remove any employee or subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the TOWN.
- 14.3.3. The direction and supervision of Collection and disposal and salvage recycling operations shall be by competent, qualified, and sober personnel, and the CONTRACTOR shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the TOWN. All employees, subcontractors, superintendents, and workmen employed by the CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR'S company name or logo, and appropriate footwear.
- 14.3.4. All employees or subcontractors used by the CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit the CONTRACTOR'S performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employee or subcontractor cause any disturbance, interference or delay to any work or service rendered to the TOWN or by the TOWN. In no case or in any circumstances will the employee or subcontractor conduct himself/herself negligently, disorderly, or dishonestly in the due and proper performance of the employee's duties. The

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

CONTRACTOR shall see to it that his employees and subcontractors serve the public in a courteous, helpful, and impartial manner.

- 14.3.5. The CONTRACTOR'S employees shall follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. Anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.
- 14.3.6 In the event that the Town Manager becomes dissatisfied with the performance of any CONTRACTOR'S personnel, which includes employees, independent contractors, or subcontractors, performing services under this Agreement for any reason, the Town Manager shall provide written notification to CONTRACTOR. Upon receipt of such notification, CONTRACTOR shall transfer such person out of TOWN service at the earliest practical date, which shall not exceed fourteen (14) days from the receipt of the notice. TOWN retains the right to immediately request a transfer if, in the sole opinion of the Town Manager, the immediate transfer is in the best interest of the Town.
- 14.3.7 **Assignment and Subcontracting.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, without the consent of TOWN, which consent may be withheld or conditioned in the sole and absolute discretion of TOWN. In addition, CONTRACTOR shall not subcontract any portion of the services required by this Agreement without the prior approval of the Town Manager, which shall be in her sole and absolute discretion, except as documented in the CONTRACTOR'S Proposal.

### **SECTION 15: WORKING CONDITIONS**

#### **15.1 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS**

The CONTRACTOR shall comply with all applicable County, State, and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

#### **15.2 EEO STATEMENT**

The CONTRACTOR agrees that it will not knowingly violate any applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

#### **15.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act, as amended from time to time.

#### **15.4 FAIR LABOR STANDARDS ACT**

The CONTRACTOR is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

# **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

## **SECTION 16: INSURANCE**

Throughout the term of this Agreement, CONTRACTOR shall maintain insurance in the type and amounts and pursuant to the requirements set forth below. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of A-, in accordance with the latest edition of A.M. Best's Insurance Guide. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance.

The insurance coverage shall include a minimum of:

- 16.1 Worker's Compensation And Employer's Liability Insurance:** Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
- (a) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident, Part A.
  - (b) Employers' Liability with a limit of One Million Dollars (\$1,000,000.00), Part B.
- 16.2 Comprehensive General Liability.** Comprehensive General Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with respect to CONTRACTOR. CONTRACTOR shall provide Ten Million Dollar (\$10,000,000.00) annual aggregate Comprehensive General Liability coverage. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- (a) Premises and/or Operations;
  - (b) Independent Contractors;
  - (c) Products and/or Completed Operations;
  - (d) Explosion, Collapse, and Underground Coverages;
  - (e) Broad Form Property Damage;
  - (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement;
  - (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
  - (h) TOWN and CONTRACTOR are to be expressly included as "Additional Insured" with respect to liability arising out of operations performed for TOWN and CONTRACTOR by or on behalf of CONTRACTOR and Emergency Service Provisions Subcontractors or acts or omissions of owner or CONTRACTOR in connection with general supervision of such operation.
- 16.3 Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operations with

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

respect to onsite and offsite operations. Insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Owned Vehicles; and
- (b) Hired and Non-Owned Vehicles.

**16.4** Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000.00).

**16.5 Certificates of Insurance:** Prior to commencement of any services hereunder, CONTRACTOR shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically name the TOWN as additional insured with respect to all required liability policies. The TOWN reserves the right to require the CONTRACTOR to provide endorsements, upon written request by the TOWN. If a policy is due to expire prior to the completion of the services hereunder, renewal Certificates of Insurance or policies shall be furnished prior to the date of their policy expiration.

Each policy shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR and the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the TOWN Manager.

CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager.

All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the TOWN. The CONTRACTOR shall not cancel (or permit any lapse under) any policy of required insurance.

Each policy of required insurance shall:

- (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) calendar days prior written notice to TOWN except in the case of non-payment by the CONTRACTOR for which ten (10) calendar days' prior written notice will be provided to TOWN;
- (ii) provide for third party vicarious liability;
- (iii) delete the insured versus insured exclusion with respect to claims brought by the TOWN; and,
- (iv) be effective for a period from the date of this Agreement through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this Agreement through at least five (5) years after completion of the work provided hereunder.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

The minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the CONTRACTOR to TOWN under this Agreement. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). CONTRACTOR is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by CONTRACTOR shall be included in the cost of the service.

### **SECTION 17: PROPERTY DAMAGE**

The CONTRACTOR shall be responsible for the repair, or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection service and caused by the CONTRACTOR or the CONTRACTOR'S representative.

### **SECTION 18: INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend, and hold harmless the TOWN and its officials, employees, and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees), or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property, or any such other claims arising out of, resulting from, or in connection with **(i)** the performance or non-performance of the services contemplated by this Agreement which is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default, or negligence (whether active or passive) of the Indemnities, or any of them or **(ii)** the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, Federal or State, in connection with the performance of this Agreement. The CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, including any of them, from and against all liabilities which may be asserted by an employee or former employee of the CONTRACTOR, or any of its subcontractors, as provided above, for which the CONTRACTOR'S liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

### **SECTION 19: ASSIGNMENT OF AGREEMENT; NON- TRANSFERABILITY**

- 19.1** This Agreement, or any portion or interest herein, shall not, under any circumstances, be sublet, assigned, transferred, or otherwise encumbered by CONTRACTOR without the advance express, written consent of the TOWN, which may or may not be granted at the sole discretion of the TOWN.
- 19.2** In the event that the CONTRACTOR sells or otherwise disposes of any assets during the term of this Agreement, or CONTRACTOR is purchased by, or merged with, another corporate entity, it

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

shall provide written notice of such to the TOWN. The TOWN has the sole discretion to determine whether the CONTRACTOR'S ability to perform its obligations under this Agreement has been affected or impaired by such sale or disposition of assets.

### **SECTION 20: OPERATIONS DURING DISPUTE**

In the event that any dispute, arises between the TOWN and the CONTRACTOR relating to this Agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the TOWN, regardless of such dispute.

The CONTRACTOR expressly recognizes the paramount right and duty of the TOWN to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the TOWN in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Broward County, Florida in an appropriate suit therefore instituted by it or by the TOWN.

Notwithstanding the other provisions in this Section, the TOWN reserves the right to terminate this Agreement at any time whenever the service provided by the CONTRACTOR fails to meet reasonable standards of the trade, after TOWN provides written notice to the CONTRACTOR pursuant to Section 9 of this Agreement. Upon termination, the TOWN may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to the TOWN by the firm engaged for the balance of the Agreement period.

### **SECTION 21: ORDINANCE**

Nothing contained in any TOWN ordinance hereafter adopted, pertaining to the Collection of Solid Waste or the Collection of Recyclable Materials, shall in anyway be construed to affect, change, modify, or otherwise alter the duties, responsibilities, and operations of the CONTRACTOR in the performance of the terms of this Agreement, unless it is agreed to in writing by both the CONTRACTOR and the TOWN and this Agreement is amended accordingly.

### **SECTION 22: MODIFICATIONS TO THE CONTRACT**

The TOWN shall have the power to make changes in this Agreement as the result of changes in law, Town Code, or both to impose new rules and regulations on the CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The TOWN shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the CONTRACTOR.

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The CONTRACTOR agrees that the terms and provisions of Town Code as it now exists or as it may be



## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

amended in the future, shall apply to all of the provisions of this Agreement and the Customers of the CONTRACTOR located within the Service Area. In the event any future change in the Town Code materially alters the obligations of the CONTRACTOR, then the Collection charges established in this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event any future change in the Town Code materially alters the obligations of the either party, then this Agreement shall be revised. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event the parties cannot reach agreement to a modification to the contract provided for in this Section, then either party has the right to terminate this Agreement on one hundred and eighty (180) days written notice. This provision shall be liberally interpreted to achieve its expressed intent.

### **SECTION 23: RIGHT TO REQUIRE PERFORMANCE**

The failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

### **SECTION 24: LAW GOVERNING**

The Agreement shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Broward County, Florida.

### **SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS**

The CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County, Special District, and TOWN laws, statutes, codes, rules, and regulations. The CONTRACTOR and its cash/surety shall indemnify, defend, and hold harmless the TOWN, its Town Commissioners, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders, or decrees, whether by itself or its employees. The CONTRACTOR shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

# **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

## **SECTION 26: SAVINGS CLAUSE**

Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or the TOWN, such provisions, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

## **SECTION 27: GENERAL**

### **27.1 NO CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant, or lobbyist 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, agent, consultant, or lobbyist working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

### **27.2 NO WAIVER**

No waiver by the TOWN of any term, covenant, or condition herein contained shall be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The rights and remedies created by this Agreement are cumulative, and are not intended to be exclusive. The use of one remedy under this Agreement shall not be taken to exclude or waive the right or use of another Agreement, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

## **SECTION 28: LEGAL REPRESENTATION**

It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

## **SECTION 29: FORCE MAJEURE**

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of either party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, hurricanes, tropical storms and severe weather conditions affecting performance, floods, epidemics, war, riots. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the work as soon as reasonably possible with the normal pursuit of the work.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

The acts or omissions of subcontractors, third-party contractors, materialmen, suppliers or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the force majeure event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 24 hours after such an occurrence. The CONTRACTOR shall use all reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate as to the resumption of work.

### **SECTION 30: MISCELLANEOUS**

#### **30.1 CONFLICT**

Neither CONTRACTOR nor its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

CONTRACTOR shall not give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner during the term of this Agreement.

CONTRACTOR agrees that no officer or employee of the TOWN, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **30.2 MODIFICATION**

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and, subject to Section 6.8 and Section 22, it shall not be considered amended, modified, altered, or changed in any respect unless approved by the parties set forth in writing and signed by the parties hereto, subject to the requirements in Ordinance No. 2017-06.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

### **30.3 TRADE SECRET INFORMATION**

Documents, records, routing, charges, and pricing of the CONTRACTOR that the CONTRACTOR advises the TOWN are trade secret information of the CONTRACTOR, are exempt from disclosure pursuant to Section 815.045, Florida Statutes, as may be amended from time to time, unless in the sole opinion and judgment of the Town Attorney such documents and records are not within said statutory exemption.

### **30.4 NOTICE**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission and verbal confirmation of receipt of facsimile by the receiving party, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. For the present, the CONTRACTOR and the TOWN designate the following as the respective places for giving of notice:

As to TOWN:

Town Manager  
Town of Lauderdale By-The-Sea  
4501 Ocean Drive  
Lauderdale By-The-Sea, Florida 33308-3610  
Telephone: (954) 640-4200  
Facsimile: (954) 776-1857

Copy to:

Town Attorney  
200 E. Broward Blvd., Suite 1900  
Fort Lauderdale, Florida 33301  
Telephone: (954) 640-4200  
Facsimile: (954) 776-1857

As to CONTRACTOR:

Regional Vice President  
Waste Pro  
17302 Pines Boulevard  
Pembroke Pines, FL 33029  
Telephone: (954) 967-4200  
Facsimile: (954) 241-4489

Copy to:

Waste Pro of Florida, Inc. General Counsel  
2101 West State Road 434, Suite 305  
Longwood, Florida 32779-5053  
Telephone: (407) 868-8800  
Facsimile: (407) 869-8884

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

### **30.5 PUBLIC RECORDS**

The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- (a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- (b) Upon request from the TOWN's custodian of public records, CONTRACTOR shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (e) Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, [TownClerk@LBTS-fl.gov](mailto:TownClerk@LBTS-fl.gov), or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.**

### **30.6 SCRUTINIZED COMPANIES**

- (a) CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

- (b) If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or 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 engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **30.7 E-Verify**

CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for CONTRACTOR'S violation of the statute, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

### **30.8 JOINT PREPARATION**

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

[The remainder of this page is left intentionally blank]

## **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

Attest:

**TOWN OF LAUDERDALE BY-THE-SEA**

\_\_\_\_\_  
Tedra Allen, Town Clerk

By: \_\_\_\_\_  
Chris Vincent, Mayor

\_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Linda Connors, Interim Town Manager

By: \_\_\_\_\_  
Lucila Lang, Finance Director

Approved as to form and legality:

By: \_\_\_\_\_  
Susan Trevarthen, Town Attorney

[The remainder of this page is left intentionally blank]

# Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

**CONTRACTOR**  
**Waste Pro USA, Inc.**

WITNESSES:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 2021

BY: \_\_\_\_\_  
Signature

Russell Mackie, Regional Vice President

\_\_\_\_\_ day of \_\_\_\_\_, 2021

ATTEST:

\_\_\_\_\_  
SECRETARY

STATE OF FLORIDA            )  
                                          ) SS:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public



# **Solid Waste, Bulk Waste, and Recycling Collection Services Agreement**

## **List of Exhibits**

|           | Page                                                                             |
|-----------|----------------------------------------------------------------------------------|
| EXHIBIT 1 | Residential Collection Rate for Single Family/Duplex and Multi Family With Carts |
| EXHIBIT 2 | 2021-2022 Multifamily and Commercial Utilizing Dumpsters Collection Services     |
| EXHIBIT 3 | 2022-2023 Multifamily and Commercial Utilizing Dumpsters Collection Services     |
| EXHIBIT 4 | Commercial Compacted Dumpster Collection Services                                |
| EXHIBIT 5 | Special Collection Service Rates                                                 |
| EXHIBIT 6 | Emergency Preparedness Plan and Service Rates                                    |
| EXHIBIT 7 | Franchise Ordinance No. 2021-                                                    |

# EXHIBIT 1

| Single Family & Duplex Collection Rates; Multi-Family Carts |                                                                   |                           |           |          | CPI Projection Rates; maximum of 5% increase. |                            |                            |
|-------------------------------------------------------------|-------------------------------------------------------------------|---------------------------|-----------|----------|-----------------------------------------------|----------------------------|----------------------------|
| Adjustments Per Contract                                    | MSW twice per week, Recycle once per week and Bulk once per month | Current: 10/1/20-10/31/21 | 1-Nov-21  | 1-Oct-22 | 1-Oct-23                                      | 1-Oct-24                   | 1-Oct-25                   |
|                                                             |                                                                   | Collection                | \$ 16.54  | \$ 19.25 | \$ 21.50                                      | \$ 22.58                   | \$ 23.70                   |
| Commission Approved Rate                                    |                                                                   | X                         | 6/29/2021 |          |                                               |                            |                            |
| Per Month                                                   |                                                                   |                           |           |          |                                               |                            |                            |
|                                                             | Service Components                                                | 1-Oct-20                  | 1-Nov-21  | 1-Oct-22 | 1-Oct-23                                      | 1-Oct-24                   | 1-Oct-25                   |
|                                                             |                                                                   | Fee                       | Fee       | Fee      | CPI Projected Fee up to 5%                    | CPI Projected Fee up to 5% | CPI Projected Fee up to 5% |
| 1                                                           | Disposal Fee MSW                                                  | \$ 8.27                   | \$ 9.63   | \$ 10.75 | \$ 11.29                                      | \$ 11.85                   | \$ 12.44                   |
| 2                                                           | Disposal Fee Bulk                                                 | \$ 1.65                   | \$ 1.93   | \$ 2.15  | \$ 2.26                                       | \$ 2.37                    | \$ 2.49                    |
| 3                                                           | Garbage cart Collection - Twice per week                          | \$ 3.31                   | \$ 3.85   | \$ 4.30  | \$ 4.52                                       | \$ 4.74                    | \$ 4.98                    |
| 4                                                           | Bulk Collection - Once per month                                  | \$ 1.65                   | \$ 1.93   | \$ 2.15  | \$ 2.26                                       | \$ 2.37                    | \$ 2.49                    |
| 5                                                           | Recycle cart Collection - Once per week                           | \$ 1.65                   | \$ 1.93   | \$ 2.15  | \$ 2.26                                       | \$ 2.37                    | \$ 2.49                    |
| Contractor Fee                                              |                                                                   | \$ 16.54                  | \$ 19.25  | \$ 21.50 | \$ 22.58                                      | \$ 23.70                   | \$ 24.89                   |
|                                                             |                                                                   |                           |           |          |                                               |                            |                            |
| Commission Approved Rate                                    |                                                                   | \$ 16.54                  | \$ 19.25  | \$ 21.50 | \$ 22.58                                      | \$ 23.70                   | \$ 24.89                   |
| Additional Services Amount - Valet service                  |                                                                   | \$15.00                   | \$ 20.00  | \$ 20.80 | \$ 21.63                                      | \$ 22.50                   | \$ 23.40                   |
| Additional Cart                                             |                                                                   | \$ 12.00                  | \$ 20.00  | \$ 20.80 | \$ 21.63                                      | \$ 22.50                   | \$ 23.40                   |

# EXHIBIT 2

## 2021-2022 Multifamily and Commercial Utilizing Dumpsters Collection Services

| NEW 2021-2022           |    |                             |    |        |    |          | TOTAL RATE |                         |    |                             |    |          |   | YARDS |       |                         |       |                             |        |        | RATE PER YARD |   |    |       |    |       |    |       |    |       |    |       |    |       |
|-------------------------|----|-----------------------------|----|--------|----|----------|------------|-------------------------|----|-----------------------------|----|----------|---|-------|-------|-------------------------|-------|-----------------------------|--------|--------|---------------|---|----|-------|----|-------|----|-------|----|-------|----|-------|----|-------|
| Multi-Family Dumpsters: |    | Dumpster Size (cubic yards) |    |        |    |          |            | Multi-Family Dumpsters: |    | Dumpster Size (cubic yards) |    |          |   |       |       | Multi-Family Dumpsters: |       | Dumpster Size (cubic yards) |        |        |               |   |    |       |    |       |    |       |    |       |    |       |    |       |
| Pick-Ups per week       |    | 1                           | 2  | 3      | 4  | 6        | 8          | Pick-Ups per week       |    | 1                           | 2  | 3        | 4 | 6     | 8     | Pick-Ups per week       |       | 1                           | 2      | 3      | 4             | 6 | 8  |       |    |       |    |       |    |       |    |       |    |       |
| 2                       | \$ | 214.27                      | \$ | 270.64 | \$ | 404.28   | \$         | 529.66                  | \$ | 605.35                      | \$ | 739.39   | 2 |       | 8.66  | 17.32                   | 25.98 | 34.64                       | 51.96  | 69.28  | 2             |   | \$ | 24.74 | \$ | 15.63 | \$ | 15.56 | \$ | 15.29 | \$ | 11.65 | \$ | 10.67 |
| 3                       | \$ | 334.07                      | \$ | 404.28 | \$ | 604.86   | \$         | 767.93                  | \$ | 868.95                      | \$ | 1,032.49 | 3 |       | 12.99 | 25.98                   | 38.97 | 51.96                       | 77.94  | 103.92 | 3             |   | \$ | 25.72 | \$ | 15.56 | \$ | 15.52 | \$ | 14.78 | \$ | 11.15 | \$ | 9.94  |
| 4                       | \$ | 444.37                      | \$ | 538.01 | \$ | 780.44   | \$         | 972.85                  | \$ | 1,107.54                    | \$ | 1,275.57 | 4 |       | 17.32 | 34.64                   | 51.96 | 69.28                       | 103.92 | 138.56 | 4             |   | \$ | 25.66 | \$ | 15.53 | \$ | 15.02 | \$ | 14.04 | \$ | 10.66 | \$ | 9.21  |
| 5                       | \$ | 554.71                      | \$ | 671.73 | \$ | 927.87   | \$         | 1,173.59                | \$ | 1,289.85                    | \$ | 1,510.31 | 5 |       | 21.65 | 43.3                    | 64.95 | 86.6                        | 129.9  | 173.2  | 5             |   | \$ | 25.62 | \$ | 15.51 | \$ | 14.29 | \$ | 13.55 | \$ | 9.93  | \$ | 8.72  |
| 6                       | \$ | 643.82                      | \$ | 780.44 | \$ | 1,075.30 | \$         | 1,307.65                | \$ | 1,434.63                    | \$ | 1,811.75 | 6 |       | 25.98 | 51.96                   | 77.94 | 103.92                      | 155.88 | 207.84 | 6             |   | \$ | 24.78 | \$ | 15.02 | \$ | 13.80 | \$ | 12.58 | \$ | 9.20  | \$ | 8.72  |
| 7                       | \$ | 725.87                      | \$ | 880.81 | \$ | 1,210.22 | \$         | 1,466.70                | \$ | 1,629.46                    | \$ | 2,054.83 | 7 |       | 30.31 | 60.62                   | 90.93 | 121.24                      | 181.86 | 242.48 | 7             |   | \$ | 23.95 | \$ | 14.53 | \$ | 13.31 | \$ | 12.10 | \$ | 8.96  | \$ | 8.47  |

| Commercial Dumpster: |                    | Dumpster Size (cubic yards) |        |         |         |         |         | Commercial Dumpster: |                    | Dumpster Size (cubic yards) |       |       |        |        |        | Commercial Dumpster: |                    | Dumpster Size (cubic yards) |       |    |       |    |       |    |       |    |       |    |       |
|----------------------|--------------------|-----------------------------|--------|---------|---------|---------|---------|----------------------|--------------------|-----------------------------|-------|-------|--------|--------|--------|----------------------|--------------------|-----------------------------|-------|----|-------|----|-------|----|-------|----|-------|----|-------|
| Pick-Ups per week    | Carts (96 gallons) | 1                           | 2      | 3       | 4       | 6       | 8       | Pick-Ups per week    | Carts (96 gallons) | 1                           | 2     | 3     | 4      | 6      | 8      | Pick-Ups per week    | Carts (96 gallons) | 1                           | 2     | 3  | 4     | 6  | 8     |    |       |    |       |    |       |
| 2                    | 84.79              | 232.94                      | 281.76 | 422.07  | 553.60  | 577.63  | 772.54  | 2                    |                    | 8.66                        | 17.32 | 25.98 | 34.64  | 51.96  | 69.28  | 2                    |                    | \$                          | 26.90 | \$ | 16.27 | \$ | 16.25 | \$ | 15.98 | \$ | 11.12 | \$ | 11.15 |
| 3                    | 126.53             | 348.84                      | 422.07 | 632.52  | 803.49  | 908.45  | 1079.24 | 3                    |                    | 12.99                       | 25.98 | 38.97 | 51.96  | 77.94  | 103.92 | 3                    |                    | \$                          | 26.85 | \$ | 16.25 | \$ | 16.23 | \$ | 15.46 | \$ | 11.66 | \$ | 10.39 |
| 4                    | 168.28             | 464.73                      | 562.38 | 816.66  | 1018.28 | 1158.23 | 1333.29 | 4                    |                    | 17.32                       | 34.64 | 51.96 | 69.28  | 103.92 | 138.56 | 4                    |                    | \$                          | 26.83 | \$ | 16.23 | \$ | 15.72 | \$ | 14.70 | \$ | 11.15 | \$ | 9.62  |
| 5                    | 210.04             | 580.62                      | 702.68 | 971.16  | 1228.67 | 1348.77 | 1578.57 | 5                    |                    | 21.65                       | 43.3  | 64.95 | 86.6   | 129.9  | 173.2  | 5                    |                    | \$                          | 26.82 | \$ | 16.23 | \$ | 14.95 | \$ | 14.19 | \$ | 10.38 | \$ | 9.11  |
| 6                    | 243.43             | 674.20                      | 816.66 | 1125.67 | 1368.86 | 1499.81 | 1894.04 | 6                    |                    | 25.98                       | 51.96 | 77.94 | 103.92 | 155.88 | 207.84 | 6                    |                    | \$                          | 25.95 | \$ | 15.72 | \$ | 14.44 | \$ | 13.17 | \$ | 9.62  | \$ | 9.11  |
| 7                    | 274.05             | 760.35                      | 921.86 | 1267.01 | 1535.38 | 1703.51 | 2148.09 | 7                    |                    | 30.31                       | 60.62 | 90.93 | 121.24 | 181.86 | 242.48 | 7                    |                    | \$                          | 25.09 | \$ | 15.21 | \$ | 13.93 | \$ | 12.66 | \$ | 9.37  | \$ | 8.86  |

|                   |       |       |       |       |        |        |    |        |    |        |    |        |
|-------------------|-------|-------|-------|-------|--------|--------|----|--------|----|--------|----|--------|
| New extra charges | \$    | 8.66  | \$    | 17.32 | \$     | 25.98  | \$ | 34.64  | \$ | 51.96  | \$ | 69.28  |
|                   | \$    | 12.99 | \$    | 25.98 | \$     | 38.97  | \$ | 51.96  | \$ | 77.94  | \$ | 103.92 |
|                   | \$    | 17.32 | \$    | 34.64 | \$     | 51.96  | \$ | 69.28  | \$ | 103.92 | \$ | 138.56 |
|                   | \$    | 21.65 | \$    | 43.30 | \$     | 64.95  | \$ | 86.60  | \$ | 129.90 | \$ | 173.20 |
|                   | \$    | 25.98 | \$    | 51.96 | \$     | 77.94  | \$ | 103.92 | \$ | 155.88 | \$ | 207.84 |
|                   | \$    | 30.31 | \$    | 60.62 | \$     | 90.93  | \$ | 121.24 | \$ | 181.86 | \$ | 242.48 |
|                   | 3.99% | 6.58% | 7.18% | 7.90% | 10.68% | 11.29% |    |        |    |        |    |        |

|               |    |      |    |      |    |      |    |      |    |      |    |      |
|---------------|----|------|----|------|----|------|----|------|----|------|----|------|
| Rate Increase | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 |
|               | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 |
|               | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 |
|               | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 |
|               | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 |
|               | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 |
|               | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 | \$ | 1.00 |

Town Additional Yard Services (OVG) Amount

Flat Rate \$150.00 per service

# EXHIBIT 3

## 2022-2023 Multifamily and Commercial Utilizing Dumpsters Collection Services

| NEW 2022-2023           |           |           |             |             |             |             | TOTAL RATE                  |  |  |  |  |  |  | YARDS                   |          |          |          |           |           |           | RATE PER YARD               |  |  |  |  |  |  |
|-------------------------|-----------|-----------|-------------|-------------|-------------|-------------|-----------------------------|--|--|--|--|--|--|-------------------------|----------|----------|----------|-----------|-----------|-----------|-----------------------------|--|--|--|--|--|--|
| Multi-Family Dumpsters: |           |           |             |             |             |             | Dumpster Size (cubic yards) |  |  |  |  |  |  | Multi-Family Dumpsters: |          |          |          |           |           |           | Dumpster Size (cubic yards) |  |  |  |  |  |  |
| Pick-Ups per week       | 1         | 2         | 3           | 4           | 6           | 8           |                             |  |  |  |  |  |  | Pick-Ups per week       | 1        | 2        | 3        | 4         | 6         | 8         |                             |  |  |  |  |  |  |
| 2                       | \$ 225.09 | \$ 292.29 | \$ 436.76   | \$ 572.96   | \$ 670.30   | \$ 825.99   |                             |  |  |  |  |  |  | 2                       | \$ 8.66  | \$ 17.32 | \$ 25.98 | \$ 34.64  | \$ 51.96  | \$ 69.28  |                             |  |  |  |  |  |  |
| 3                       | \$ 350.31 | \$ 436.76 | \$ 653.57   | \$ 832.88   | \$ 966.37   | \$ 1,162.39 |                             |  |  |  |  |  |  | 3                       | \$ 12.99 | \$ 25.98 | \$ 38.97 | \$ 51.96  | \$ 77.94  | \$ 103.92 |                             |  |  |  |  |  |  |
| 4                       | \$ 466.02 | \$ 581.31 | \$ 845.39   | \$ 1,059.45 | \$ 1,237.44 | \$ 1,448.77 |                             |  |  |  |  |  |  | 4                       | \$ 17.32 | \$ 34.64 | \$ 51.96 | \$ 69.28  | \$ 103.92 | \$ 138.56 |                             |  |  |  |  |  |  |
| 5                       | \$ 581.77 | \$ 725.86 | \$ 1,009.06 | \$ 1,281.84 | \$ 1,452.23 | \$ 1,726.81 |                             |  |  |  |  |  |  | 5                       | \$ 21.65 | \$ 43.30 | \$ 64.95 | \$ 86.60  | \$ 129.90 | \$ 173.20 |                             |  |  |  |  |  |  |
| 6                       | \$ 676.29 | \$ 845.39 | \$ 1,172.72 | \$ 1,437.55 | \$ 1,629.48 | \$ 2,071.55 |                             |  |  |  |  |  |  | 6                       | \$ 25.98 | \$ 51.96 | \$ 77.94 | \$ 103.92 | \$ 155.88 | \$ 207.84 |                             |  |  |  |  |  |  |
| 7                       | \$ 763.76 | \$ 956.59 | \$ 1,323.88 | \$ 1,618.25 | \$ 1,856.78 | \$ 2,357.93 |                             |  |  |  |  |  |  | 7                       | \$ 30.31 | \$ 60.62 | \$ 90.93 | \$ 121.24 | \$ 181.86 | \$ 242.48 |                             |  |  |  |  |  |  |

| Commercial Dumpster: |                    |           |           |             |             |             | Dumpster Size (cubic yards) |  |  |  |  |  |  | Commercial Dumpster: |                    |          |          |          |           |           | Dumpster Size (cubic yards) |  |  |  |  |  |  |
|----------------------|--------------------|-----------|-----------|-------------|-------------|-------------|-----------------------------|--|--|--|--|--|--|----------------------|--------------------|----------|----------|----------|-----------|-----------|-----------------------------|--|--|--|--|--|--|
| Pick-Ups per week    | Carts (96 gallons) | 1         | 2         | 3           | 4           | 6           | 8                           |  |  |  |  |  |  | Pick-Ups per week    | Carts (96 gallons) | 1        | 2        | 3        | 4         | 6         | 8                           |  |  |  |  |  |  |
| 2                    | 94.12              | \$ 241.60 | \$ 299.08 | \$ 448.05   | \$ 588.24   | \$ 629.59   | \$ 841.82                   |  |  |  |  |  |  | 2                    |                    | \$ 8.66  | \$ 17.32 | \$ 25.98 | \$ 34.64  | \$ 51.96  | \$ 69.28                    |  |  |  |  |  |  |
| 3                    | 140.45             | \$ 361.83 | \$ 448.05 | \$ 671.49   | \$ 855.45   | \$ 986.39   | \$ 1,183.16                 |  |  |  |  |  |  | 3                    |                    | \$ 12.99 | \$ 25.98 | \$ 38.97 | \$ 51.96  | \$ 77.94  | \$ 103.92                   |  |  |  |  |  |  |
| 4                    | 186.80             | \$ 482.05 | \$ 597.02 | \$ 868.62   | \$ 1,087.56 | \$ 1,262.15 | \$ 1,471.85                 |  |  |  |  |  |  | 4                    |                    | \$ 17.32 | \$ 34.64 | \$ 51.96 | \$ 69.28  | \$ 103.92 | \$ 138.56                   |  |  |  |  |  |  |
| 5                    | 233.14             | \$ 602.27 | \$ 745.98 | \$ 1,036.11 | \$ 1,315.27 | \$ 1,478.67 | \$ 1,751.77                 |  |  |  |  |  |  | 5                    |                    | \$ 21.65 | \$ 43.30 | \$ 64.95 | \$ 86.60  | \$ 129.90 | \$ 173.20                   |  |  |  |  |  |  |
| 6                    | 270.21             | \$ 700.18 | \$ 868.62 | \$ 1,203.61 | \$ 1,472.78 | \$ 1,655.69 | \$ 2,101.88                 |  |  |  |  |  |  | 6                    |                    | \$ 25.98 | \$ 51.96 | \$ 77.94 | \$ 103.92 | \$ 155.88 | \$ 207.84                   |  |  |  |  |  |  |
| 7                    | 304.20             | \$ 790.66 | \$ 982.48 | \$ 1,357.94 | \$ 1,656.62 | \$ 1,885.37 | \$ 2,390.97                 |  |  |  |  |  |  | 7                    |                    | \$ 30.31 | \$ 60.62 | \$ 90.93 | \$ 121.24 | \$ 181.86 | \$ 242.48                   |  |  |  |  |  |  |

| New extra charges |          |          |           |           |           |  | Rate Increase |         |         |         |         |         |  |
|-------------------|----------|----------|-----------|-----------|-----------|--|---------------|---------|---------|---------|---------|---------|--|
| \$ 8.66           | \$ 17.32 | \$ 25.98 | \$ 34.64  | \$ 51.96  | \$ 69.28  |  | \$ 1.00       | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |  |
| \$ 12.99          | \$ 25.98 | \$ 38.97 | \$ 51.96  | \$ 77.94  | \$ 103.92 |  | \$ 1.00       | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |  |
| \$ 17.32          | \$ 34.64 | \$ 51.96 | \$ 69.28  | \$ 103.92 | \$ 138.56 |  | \$ 1.00       | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |  |
| \$ 21.65          | \$ 43.30 | \$ 64.95 | \$ 86.60  | \$ 129.90 | \$ 173.20 |  | \$ 1.00       | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |  |
| \$ 25.98          | \$ 51.96 | \$ 77.94 | \$ 103.92 | \$ 155.88 | \$ 207.84 |  | \$ 1.00       | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |  |
| \$ 30.31          | \$ 60.62 | \$ 90.93 | \$ 121.24 | \$ 181.86 | \$ 242.48 |  | \$ 1.00       | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$ 1.00 |  |

Town Additional Yard Services (OVG) Amount  
Flat Rate \$150.00 per service

# EXHIBIT 4

## Compactor Collection Rates

### Compactor Collection Rates

#### October 1, 2021 Compactor Rates

Calculation of Rates and Fees Due Contractor

Applies to % of total

Collection

Disposal

Total

| Pick-Ups<br>Per Week | Monthly Contractor Fee |  |               |         |  |
|----------------------|------------------------|--|---------------|---------|--|
|                      |                        |  | 2 Cubic Yards | 3       |  |
| 2                    |                        |  | \$517.27      | 775.9   |  |
| 3                    |                        |  | \$775.90      | 1163.85 |  |
| 4                    |                        |  | 1,034.53      | 1500.07 |  |
| 5                    |                        |  | \$1,293.17    | 1778.11 |  |
| 6                    |                        |  | 1,500.07      | 2056.13 |  |
| 7                    |                        |  | 1,689.740     | 2308.31 |  |

|   | Monthly Change from April 1 2018 (10-1-2018 rate) |          |           |   |   |
|---|---------------------------------------------------|----------|-----------|---|---|
|   | Dumpster Size (cubic yards)                       |          |           |   |   |
|   | 1                                                 | 2        | 3         | 4 | 6 |
| 2 |                                                   | \$ 24.53 | \$ 36.80  |   |   |
| 3 |                                                   | \$ 36.80 | \$ 55.20  |   |   |
| 4 |                                                   | \$ 49.07 | \$ 71.15  |   |   |
| 5 |                                                   | \$ 61.33 | \$ 84.33  |   |   |
| 6 |                                                   | \$ 71.15 | \$ 97.52  |   |   |
| 7 |                                                   | \$ 80.14 | \$ 109.48 |   |   |

#### Example of Calculation 2 Yd.

| 2 yard compactor          | change   | New rate  | % Change |
|---------------------------|----------|-----------|----------|
| \$ 362.09                 | \$ 54.31 | \$ 416.40 | 70%      |
| \$ 155.18                 | \$ 23.28 | \$ 178.46 | 30%      |
| \$ 517.27                 | \$ 77.59 | \$ 594.86 | 100%     |
| Overall Percentage Change |          | 15%       |          |

| Commission Approved Rates |                             |             |             |   |   |   |
|---------------------------|-----------------------------|-------------|-------------|---|---|---|
| Monthly Dumpster Rate     |                             |             |             |   |   |   |
| pick-ups Per week         | Dumpster Size (cubic yards) |             |             |   |   |   |
|                           |                             | 2           | 3           | 4 | 6 | 8 |
| 2                         |                             | \$ 594.86   | \$ 892.29   |   |   |   |
| 3                         |                             | \$ 892.29   | \$ 1,338.43 |   |   |   |
| 4                         |                             | \$ 1,189.71 | \$ 1,725.08 |   |   |   |
| 5                         |                             | \$ 1,487.15 | \$ 2,044.83 |   |   |   |
| 6                         |                             | \$ 1,725.08 | \$ 2,364.55 |   |   |   |
| 7                         |                             | \$ 1,943.20 | \$ 2,654.56 |   |   |   |

| Pick Ups per week | Town Additional Yard Services (OVG) Amount |          |           |   |   |   |
|-------------------|--------------------------------------------|----------|-----------|---|---|---|
|                   | Dumpster Size (cubic yards)                |          |           |   |   |   |
|                   | 1                                          | 2        | 3         | 4 | 6 | 6 |
| 2                 |                                            | \$ 28.21 | \$ 42.32  |   |   |   |
| 3                 |                                            | \$ 42.32 | \$ 63.48  |   |   |   |
| 4                 |                                            | \$ 56.43 | \$ 81.82  |   |   |   |
| 5                 |                                            | \$ 70.53 | \$ 96.98  |   |   |   |
| 6                 |                                            | \$ 81.82 | \$ 112.15 |   |   |   |
| 7                 |                                            | \$ 92.16 | \$ 125.90 |   |   |   |

# EXHIBIT 5

## Special Collection Service

|    |                                                                                                                                                |                                                                                                                                                                                                                    |
|----|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Adding lids to or changing lids                                                                                                                | No Charge                                                                                                                                                                                                          |
| 2  | Adding wheels to or changing wheels                                                                                                            | No Charge                                                                                                                                                                                                          |
| 3  | Additional Bulk Waste Collection for Residential Service Units with carts                                                                      | No Charge for one special pickup per calendar year per Account Holder. (Not available to a delinquent account.)<br>Note: Additional special pickups will be priced by CONTRACTOR depending on volume and schedule. |
| 4  | Additional Unscheduled (Not Including "On Call") Solid Waste Pick-Ups For Commercial Service Units And Residential Containerized Service Units | 2X (Applicable 1X Week Solid Waste Collection Cost) + Regular Disposal Charges                                                                                                                                     |
| 5  | Changing out the size of a Dumpster (above twice per year)                                                                                     | \$25.00 per occurrence                                                                                                                                                                                             |
| 6  | Locks (new locks installed)                                                                                                                    | \$20.00                                                                                                                                                                                                            |
| 7  | Moving Container Location Per Customer Request                                                                                                 | \$18.00 per move                                                                                                                                                                                                   |
| 8  | Opening (and Closing) Doors or Gates                                                                                                           | No Charge                                                                                                                                                                                                          |
| 9  | Residential Off-Street Collection Service (Disabled Customer)                                                                                  | No Charge                                                                                                                                                                                                          |
| 10 | Return Container to Customer's Location After Service Was Stopped                                                                              | \$25.00                                                                                                                                                                                                            |
| 11 | Rolling out Container less than 30 feet (and returning it to original location)                                                                | No Charge                                                                                                                                                                                                          |
| 12 | Service not designated herein                                                                                                                  | See Sec. 3.1 and Sec. 3.3.4                                                                                                                                                                                        |
| 13 | Supplying (and retrofitting) Locking Mechanism                                                                                                 | \$55.00                                                                                                                                                                                                            |
| 14 | Swap-out Dumpster (extra on site Dumpster used on collection day)                                                                              | Up to \$35 per month, which includes a limited number of special pick-ups as determined by Customer and CONTRACTOR                                                                                                 |
| 15 | Unlocking and Locking of Container enclosure                                                                                                   | \$2.00 per month                                                                                                                                                                                                   |
| 16 | Valet Service: Rolling Containers from a storage location to the point of collection that is a distance 30' feet or more.                      | See Exhibit 1 for Valet Services rates                                                                                                                                                                             |

# EXHIBIT 6

## Emergency Preparedness Plan and Service Rates

The South Florida Area possibility for a natural disaster exists each and every day. The opportunity for significant amounts of damage due to natural causes is great within our area. Because of the major risks from hurricanes, severe storms, or such other natural and man-made disaster that may occur that the CONTRACTOR will assist the TOWN with emergency debris clearance. The CONTRACTOR has experience and is capable of mobilizing into a disaster area within 12 hours following a devastating storm such as a hurricane.

The CONTRACTOR'S executives and managers will work with the TOWN, County, State, Federal and all other governmental entities in which the CONTRACTOR provides service to provide comprehensive relief services to include:

### **Pre-Disaster Services:**

1. Stand-by-Contact
2. Pre-Event Planning
3. Plans Review
4. Exercise Participation
5. Employee Training

### **Post-Disaster Operations:**

6. Emergency Road Clearance and Trimming of Damaged Vegetation
7. Removal of Debris from Public Rights-of-Way
8. Removal of Debris from Private Property ( When Authorized)
9. Temporary Debris Staging and Reduction Site Management
10. Final Debris Staging and Reduction Site Management
11. Final Debris Disposal
12. Hazardous Materials Handling
13. Site Redemption
14. Inspections and Documentation
15. Assistance with FEMA and State Reimbursements

# Exhibit 6 (continued)

## Emergency Preparedness Plan and Service Rates

Effective June 1, 2010

The following rates are for services to be provided under the Emergency Preparedness Plan. All service rates shall be fixed until changed as provided for in this Agreement.

| EQUIPMENT/TOOL/VEHICLE TYPE<br>(INCLUDE OPERATOR AND LABOR COST) | HOURLY<br>RATE | DAILY RATE<br>(8 HOURS) |
|------------------------------------------------------------------|----------------|-------------------------|
| Boom Truck (Self Loader) & Operator with CDL Driver              | \$250          | \$2,000                 |
| Roll Off Truck & Operator with CDL Driver                        | \$198          | \$1,500                 |
| Rear Load Truck & Operator with CDL Driver and Helper            | \$250          | \$2,000                 |
| Wheel Loader 644 or equivalent & Operator                        | \$250          | \$2,000                 |
| D-6 Dozers or equivalent & Operator                              | \$250          | \$2,000                 |
| Bobcat Loader or equivalent & Operator                           | \$200          | \$1,500                 |
| Rubber Tired Backhoe                                             | \$200          | \$1,500                 |
| Project Manager with Truck                                       | \$125          | \$950                   |
| Safety Superintendent with Truck                                 | \$125          | \$950                   |
| Service Truck & Maintenance Technician                           | \$125          | \$950                   |
| Laborers                                                         | \$50           | \$380                   |

Cost for Vegetative cleanup and transport to disposal site.  
Include equipment, tools, vehicles, and operator and labor costs.

\$20.00 cubic yard

Cost for C&D debris cleanup and transport to disposal site.  
Include equipment, tools, vehicles, and operator and labor costs.

\$25.00 cubic yard



# **EXHIBIT 7**

**Adopting Ordinance No. 2021 -**



## Town Commission Agenda Item Report

**Meeting Date:** September 9, 2026

**Submitted By:** Jhanelle Campbell, Development Services Director

**Submitting Department:** Development Services

**Item Type:** Resolution

**Agenda Section:** RESOLUTIONS – PUBLIC COMMENTS

---

**Subject Title:** RESOLUTION 2026-31: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH ARUBA 1 ENTERPRISES LLC. FOR USE OF THE OCEAN PLAZA FOR OUTDOOR DINING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

**Explanation:** At their November 9, 2022, meeting, the Town Commission approved Resolution 2022-50, which amended the current plaza policy to allow Aruba Beach Café (“Aruba”) to continue utilizing an 800 square-foot section of the Connie Hoffmann Ocean Plaza (“Ocean Plaza”) for outdoor dining. One of the stipulations of the policy was to require annual approval for the use of Ocean Plaza before October 1 of each year. Since initial approval in 2022, the Town Commission has approved resolutions each year to grant continued use of the Plaza with Resolution 2023-47 and Resolution 2024-28, for outdoor dining.

Aruba Beach Cafe is no longer pursuing the construction of the proposed outdoor dining deck on its property and has requested to continue utilizing the 800-square-foot section of the Connie Hoffmann Ocean Plaza for outdoor dining during FY27 (**Exhibit 1**).

Under the Town’s Plaza Use Policy, Aruba Beach Cafe is eligible to enter into a revocable license agreement with the Town for the use of the portion of the Ocean Plaza closest to its property. The outdoor dining use must be applied for annually and approved by the Town Commission before October 1. The Plaza Use Policy is attached as **Exhibit 2**.

Aruba Beach Cafe is therefore requesting renewal of its current agreement (**Exhibit 3**) to continue using the designated 800-square-foot portion of the Ocean Plaza for outdoor dining during FY27. The agreement provides that Aruba Beach Cafe:

1. shall occupy no more than 800 square feet of the north end of the Ocean Plaza within the knee wall;
2. shall provide for the removal of the outdoor dining use when necessary to accommodate a Town event or other event approved in accordance with this policy after giving a minimum of 48 hours' notice;

3. shall provide regular maintenance of the Ocean Plaza, including cleaning the pavers in the licensed area and keeping Ocean Plaza clean and free from litter and debris; and
4. use of the Plaza shall be conducted in accordance with all the requirements of the revocable license agreement with the Town, including timely payment of fees specified therein

As required by the conditions listed above, a revocable license agreement has also been prepared (**Exhibit 4**) and is included as **Exhibit A** to the resolution. Under the current agreement, Aruba Beach Cafe pays an annual license fee of \$27,200, calculated at \$34 per square foot for the 800-square-foot area, and paid in semiannual installments of \$13,600. However, as part of its request to continue using the designated portion of the Ocean Plaza, Aruba Beach Cafe has offered to increase the annual license fee to \$30,000, equivalent to \$37.50 per square foot. This represents an increase of \$3.50 per square foot, or \$2,800 annually, over the current rate.

**Recommendation:** Staff recommends consideration of Resolution 2026-31.

**Exhibits:**

1. Exhibit 1- Request for Extension 8-21-26
2. Exhibit 2\_ Exhibit A -Plaza Use Policy
3. Exhibit 3\_Resolution 2025-38 Aruba Bay Revocable License Agreement
4. Exhibit 4- Resolution 2026-31- Approving Aruba Revocable License Agreement - Outdoor Dining Ocean Plaza 2026-UPDATED TENANT

## Jhanelle Campbell

---

**From:** p mohler <peggym2804@gmail.com>  
**Sent:** Friday, August 21, 2026 4:37 PM  
**To:** Jhanelle Campbell  
**Subject:** Re: Plaza Dining

**[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.**

---

Hi Jhanelle,

Please find this letter as our formal request for Aruba to lease the plaza again.

The plaza dining brings great vibes and something special to the town, and residents love sitting there. We always accommodate their seating requests, as we do not take reservations. Additionally, we always join in on town events.

We believe that raising the rent to \$30,000 is fair given how special it makes the town.

Best regards,

Peggy Mohler

On Fri, Aug 21, 2026 at 4:30 PM Jhanelle Campbell <[JhanelleC@lauderdalebythesea-fl.gov](mailto:JhanelleC@lauderdalebythesea-fl.gov)> wrote:

Hi Peggy,

Can you please provide me with an updated letter?

Thank you,

# Jhanelle Campbell

## Development Services Director



**LAUDERDALE  
BY·THE·SEA**

Town Hall: (954) 640-4200

Office: (954) 640-4219

Cell: (954) 488-0419

[jhanellec@lbts-fl.gov](mailto:jhanellec@lbts-fl.gov)

4501 N. Ocean Drive, Lauderdale-By-

[www.lbts-fl.gov](http://www.lbts-fl.gov) • [www.discoverlbts.c](http://www.discoverlbts.c)



@lbtsgov



discoverlbts



**Please Note:** Florida has a very broad public records law. Written communications to the Public Record available to the public upon request. Your email communication is therefore disclosure.

## EXHIBIT A

### POLICIES FOR USE OF THE OCEAN AND DUNE PLAZAS & THE PAVILION BY ENTITIES OTHER THAN THE TOWN

**General philosophy:** The beach pavilion, the Ocean Plaza, and the Dune Plaza are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They should therefore only be used for events that are open to the general public or are of significant benefit to the Town. The Town should collect fees and costs so that users bear the costs related to their events, rather than covering those costs from the Town's general fund.

#### Use of Ocean Plaza by Aruba for Outdoor Dining:

Based on the successful experience with piloting a program of outdoor dining in Ocean Plaza during the COVID-19 pandemic, and subsequent refinement to limit the impacts on other uses and users of Ocean Plaza, Aruba is eligible to enter into a revocable license agreement for the use of the portion of Ocean Plaza closest to their property for outdoor dining. The outdoor dining use may be applied for annually and requires approval by the Town Commission prior to October 1. It:

- a. shall not occupy more than 800 square feet of the of the north end of the Ocean Plaza within the knee wall; and
- b. shall provide for removal of the outdoor dining use when necessary to accommodate a Town event or other event approved in accordance with this policy after giving a minimum of 48 hours' notice;
- c. shall require regular maintenance of the Ocean Plaza including cleaning the pavers in the licensed area and keeping Ocean Plaza clean and free from litter and debris; and
- d. shall be conducted in accordance with all of the requirements of the revocable license agreement with the Town, including timely payment of fees specified therein.

The following policies and fees shall govern ~~the~~ all other use of the plazas and the Pavilion:

1. *Eligible users.* Use of the plaza for events open to the general public, shall be limited to:
  - a. Town commercial businesses (limited to 4 rentals per year per business)
  - b. Town-based non-profit organizations (limited to 2 rentals per year per organization)
  - c. Out of Town 501C Registered Non-Profit Organizations (limited to 1 rental per organization per year).
  - d. The plazas and pavilion will not be rented for events that are not open to the general public, although it is understood that there may be uses that require an admission fee or cost to the public.
  - e. The Town Commission may authorize the private use of the plazas by any user for an event that is deemed to be of significant benefit to the Town. (Example: a party hosted by the Town and the Convention & Visitors' Bureau whose purpose is to showcase the Town to visiting travel agents or dignitaries).
2. *Fees and costs.*

## EXHIBIT A

- a. A rental fee will be charged for all such uses. The rental structure for events that are open to the general public shall be :
    - i. Town commercial business use - \$850 per day or per night
    - ii. Town-based non-profit organization - \$215 per day or night
    - iii. Out of Town 501C Registered Non-Profit Organization - \$425 per day or night
  - b. The rental fees above are per plaza. If an organization wants to utilize both plazas for their event, they must pay rent for each plaza.
  - c. Use of the plazas as part of a larger special event shall be subject to these rental fees, in addition to the special event permit fee.
  - d. The Town Manager shall estimate the cost of Town and BSO staff to service the event, and set an additional deposit that the renter must pay upfront.
  - e. If food and beverages are to be served, the deposit shall include a pressure washing fee.
  - f. Renters will be required in their rental agreement to clean up the plazas immediately after their use, pay all fees, pay the cost of any damage they do to the Town's property, and pay for all Town & BSO costs directly associated with the event. If such costs exceed the upfront payment for those services, the renter must reimburse the Town for the difference.
3. *Insurance.* Renters must provide liability insurance (and liquor liability insurance if liquor is being served in amounts set by the Town Manager) and execute indemnification agreements with the Town in a form acceptable to the Town Attorney.
4. *Potential use on holidays.*
  - a. The Town Commission will decide if they wish to make the plazas available for use of Town commercial businesses or Town-based non-profit organizations on specific holidays. Non-profit organizations that are not based in LBTS may not rent the plazas on holidays.
  - b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.
  - c. The same business or non-profit organization may not rent the same plaza on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager shall determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.
5. *Use on the same day as a special event.* Rentals will not be considered on days or evenings of Special Events with which they would interfere or conflict.
6. *Sales.* There shall be no sales of manufactured products (excluding food products) in the plazas during these events. Only hand-made artisan products may be sold in connection with such a rental. However, manufactured goods may be auctioned or sold at a charity event in the plaza. This restriction does not apply to the sale of food or food products.

## EXHIBIT A

7. *Cancellation for Town-sponsored event.* The Town reserves the right to cancel the rental up to 90 days in advance if the Town Commission decides to hold a Town-sponsored event in the plaza on that same date.



**RESOLUTION 2025-38**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH ARUBA BAY, INC. FOR USE OF THE OCEAN PLAZA FOR OUTDOOR DINING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town Commission of the Town of Lauderdale-By-The-Sea (“Town”) adopted policies governing the use of the Ocean and Dune Plazas in the two easternmost blocks of Commercial Boulevard by others, and for the Beach Pavilion at the eastern end of Commercial Boulevard by Resolution 2014-18 (“Plaza Policies”); and

**WHEREAS,** on November 9, 2022, the Town Commission adopted Resolution No. 2022-50, amending the Plaza Policies to authorize and regulate Aruba Bay, Inc.’s (“Aruba”) continued outdoor dining use of the Ocean Plaza; and

**WHEREAS,** pursuant to the amended Plaza Policies, Aruba is eligible to enter into a revocable license agreement for the use of Ocean Plaza for outdoor dining, provided that Aruba applies for the outdoor dining use annually and subject to approval by the Town Commission prior to October 1; and

**WHEREAS,** the Town received a request from Aruba for the continued outdoor dining use on Ocean Plaza; and

**WHEREAS,** Town staff recommends the Town enter into a revocable license agreement with Aruba, attached hereto as Exhibit “A,” to allow Aruba to use Ocean Plaza for outdoor dining (the “Revocable License Agreement”); and

**WHEREAS,** the Town Commission deems it to be in the best interest of the Town and its residents to approve the Revocable License Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:**

**Section 1. Recitals.** Each “WHEREAS” clause set forth above is true and correct and incorporated herein by this reference.

**Section 2. Revocable License Agreement Approved.** The Revocable License Agreement with Aruba, attached hereto as Exhibit “A,” is hereby approved.

**Section 3. Authorization to Execute the Agreement.** The Town authorizes the Town Manager to execute the Revocable License Agreement, in substantially the same form attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

**Section 4. Implementation.** The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective upon passage and adoption.

**PASSED AND ADOPTED** this 24th day of September, 2025.

  
\_\_\_\_\_  
Mayor Edmund Malkoon

Attest:

  
\_\_\_\_\_  
Courtney Easley, Acting Town Clerk  
(CORPORATE SEAL)

64 APPROVED AS TO FORM:

65

66

67

68

69

A handwritten signature in cursive script, reading "Susan L. Trevarthen", written in black ink.

Susan L. Trevarthen, Town Attorney

EXHIBIT A

# **REVOCABLE LICENSE AGREEMENT**

**THIS REVOCABLE LICENSE AGREEMENT** (the "Agreement") is accepted, made and entered into as of the 30 day of Sept, 2025 ("Effective Date"), by and between **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation, (the "Town"), and the Property Owner, **DEMKO FAMILY HOLDINGS, LTD**, a Florida limited partnership ("Owner"), and the Tenant, **ARUBA BAY, INC.**, a Florida profit corporation (the "Licensee").

## **RECITALS**

**WHEREAS**, the Licensee is the operator of the **ARUBA BEACH CAFÉ** restaurant on that certain real property located at 1 E Commercial Blvd in the Town of Lauderdale-By-The-Sea, Florida (the "Property"); and

**WHEREAS**, on November 15, 2022, the Town Commission adopted Resolution No. 2022-50, which amended the Town's policies for the use of the Ocean Plaza by **ARUBA BEACH CAFÉ**, attached hereto as Exhibit "A" (the "Policy"); and

**WHEREAS**, consistent with the Policy, the Town desires to grant Licensee a revocable license to use a portion of the Town's property located on Ocean Plaza as described in Exhibit "B," attached hereto and incorporated herein (the "Licensed Area") for Licensee to use as an outdoor dining area (the "Outdoor Dining"); and

**WHEREAS**, the Town finds that the limited use of the Licensed Area, in accordance with the terms of this Agreement, is a benefit to the community and consistent with the Policy; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and the Village agree as follows:

1. **Recitals.** The Recitals set forth above are accurate and are hereby incorporated by reference and made a part of this Agreement.

2. **Grant of License.**

2.1. **License.** The Town grants to Licensee a revocable license (this "License") to use the Licensed Area described in Exhibit "B" for Outdoor Dining as contemplated herein and outlined in the Scope of Licensed Activities attached hereto as Exhibit "C". This License is personal to Licensee and may not be assigned or transferred to any party. Licensee shall not permit the Licensed Area to be occupied or utilized by other organizations, entities, or persons. This authorization is not a lease or an easement and is not intended and shall not be construed to transfer any real property interest in the Licensed Area or other Town property.

2.2. **Non-Exclusivity.**

2.2.1. Licensee acknowledges and understands that this license granted to the Licensee by the Town is a non-exclusive license permitting Licensee to provide Outdoor Dining in the Licensed Area for the term of this Agreement. The Town specifically reserves the right to use the Licensed Area for a Town event or other event approved in accordance with the Policy.

2.2.2. Licensee, its agents, employees, contractors, invitees and guests shall have the non-exclusive right to ingress and egress to the Licensed Area for the Outdoor Dining Use.

2.3. **"As is" condition.** The Town makes the Licensed Area available to Licensee in an "as is" condition. The Town makes no representations or warranties concerning the condition of the Licensed Area or its suitability for use by Licensee, its customers, or the public, and assumes no duty to warn either Licensee, its customers, or the public concerning conditions that exist now or may arise in the future.

2.4. **Waiver.** In making the Licensed Area available for use by Licensee, the Town assumes no liability for loss or damage to equipment, supplies, or other property owned by or in the custody of Licensee. Licensee agrees that the Town is not responsible for providing security at the Licensed Area, and Licensee hereby waives any claim against the Town in the event equipment, supplies, or other property owned by or in Licensee's custody is lost, damaged, or stolen.

2.5. **No vested or property right.** The Licensee has no vested right or property interest in the Licensed Area or the continuation of the Agreement or the activity it allows within the Town's Licensed Area. The Town does not by virtue of this Agreement warrant or represent to the Licensee that the Encroachment complies with applicable Town, State and/or federal laws, statutes, ordinances, rules or regulations.

3. **License Fee; Costs.**

3.1. **License Fee.** An annual License fee of \$27,200 (\$34 x 800 sq. feet) shall be due and paid on October 1<sup>st</sup>. Notwithstanding the foregoing, the total License fee may be divided into quarterly payments upon receipt of written request from the Licensee. All Town fees are non-refundable upon payment and are subject to change in future years. If the Licensee vacates the Plaza prior to the expiration of the twelve (12) month term, the License fee shall be prorated on a monthly basis, and any amounts paid in excess of the prorated fee shall be refunded to the Licensee.

3.2. **Costs.** Licensee shall pay utility costs associated with Licensee's use of the Licensed Area, including, but not limited to, electricity, water and sewer, and ordinary trash collection. Licensee shall be solely responsible for costs associated with obtaining any permits or other governmental approvals necessary to use the Licensed Area.

4. **Licensee's Responsibilities; Representations and Warranties.**

**4.1. Terms and Conditions.** Licensee agrees to comply with the following terms and conditions:

4.1.1. This Agreement is based on Aruba Beach Café request dated August 12, 2025.

4.1.2. The Licensed Area shall be limited to no more than 800 square feet of the north end of the Ocean Plaza within the knee wall.

4.1.3. Sidewalk Café Area must, at all times, remain in compliance with the policies for use of the Ocean and Dune Plazas & the Pavilion by entities other than the Town established pursuant to Resolution No. 2022-50, attached hereto as Exhibit "A," and any applicable provisions of the Town Code.

4.1.4. This License may be temporarily suspended, and the furniture and fixtures required to be removed by the Town Manager, designee or authorized law enforcement official when necessary, for the following reasons: (a) to clear sidewalk areas for a "community or special event" authorized by a permit issued by the Town; (b) when street, sidewalk, or utility repairs necessitate such action; or (c) in emergency situations (police, fire, and life safety). In such an event, the Town and its officers and employees shall not be responsible for Outdoor Dining furniture and fixtures relocated during emergencies.

4.1.5. The Town may remove, without notice, any furniture or fixtures which are placed or located outside the perimeter of the Licensed Area.

4.1.6. Upon the issuance of a "Hurricane Warning" or "Hurricane Watch" by the Broward County Office of Emergency Management, the Licensee shall be required to remove all furniture and fixtures from the Licensed Area. Failure to remove any furniture and/or fixtures from the Licensed Area within twenty-four (24) hours from the issuance of a "Hurricane Warning" or "Hurricane Watch," may result in the Town Manager or designee directing Town staff to remove furniture and/or fixtures. The Licensee shall be responsible for any and all expenses incurred by the Town for the removal, storage, and return of furniture or fixtures. The Town shall not be responsible for any damages to Outdoor Dining furniture or fixtures resulting from the removal, storage and return.

**4.2. Maintenance.** The Licensee agrees to comply with the following maintenance plan requirements for the maintenance of the Licensed Area:

4.2.1. The Licensee agrees to empty Town trash cans on the sidewalk adjacent to the Licensed Area, as needed during hours of operation to ensure that they do not overflow and are available for the public's use.

4.2.2. The Licensee shall, during the entire period that the Outdoor Dining exists, maintain the premises in a neat, clean, and sanitary appearance and condition.

4.2.3. Furniture and fixtures may be stored on the sidewalk, after closing, in a neat and orderly manner, provided that such furniture is staked no earlier

than 10:30 PM and the furniture layout for the Licensed Area is restored no later than 10:30 AM the following day.

4.2.4. The Licensee shall remove all un-affixed furniture and fixtures from the Licensed Area at the close of business the day before the Town's scheduled cleaning date. Failure to remove all un-affixed furniture and fixtures from the Licensed Area may result in removal by the Town at the Licensee's expense.

4.2.5. The Licensee shall be responsible for removal of stains in the designated Licensed Area, including but not limited to those caused by dirt, grease and food or beverages.

4.2.6. The Licensed Area shall be cleared of all debris as may be necessary throughout the course of the day, and then again at the close of each business day.

4.2.7. The Licensee is responsible for maintaining the furniture, fixtures and any other improvements related to the Licensed Area in the same or comparable condition to that originally approved by the Town.

4.2.8. The Licensee shall take preventive measures such as ensuring the bottom of tables and chairs have protective feet and are appropriately treated to avoid damage to pavers.

4.2.9. Licensee shall be responsible for the Town's cost of materials and labor that may be necessary to replace any and all landscaping, paving, and other public improvements which are damaged or stained resulting from the operation of the Outdoor Dining. The cost of labor and materials calculated shall be premised upon the same quality of materials and workmanship previously approved and utilized by the Town for landscaping, paving and other public improvements.

4.2.10. During the period of this Agreement, the Licensee shall be solely responsible for maintenance and repair of the designated and approved Licensed Area.

## 5. Term of Agreement/Removal of Outdoor Dining.

5.1. **Term.** The term of this Agreement shall commence on the date when the last one of the parties have signed this Agreement and shall continue until September 30<sup>th</sup>. Subject to verification of compliance with the Policy and the annual Ocean Plaza Application and License fees being current at the time of renewal as approved by the Town Commission, this Agreement shall automatically renew annually for a period of one (1) year from October 1<sup>st</sup> to the following September 30<sup>th</sup>, unless terminated by either party as provided herein. This Agreement may be terminated by either party upon thirty (30) days' advance written notice to the other party. Notwithstanding the foregoing, the duration of this Agreement shall be limited to the earlier of (i) twelve (12) months from the commencement date, or (ii) completion of the beach deck at Aruba's Restaurant, whichever occurs first. Any renewal of this Agreement shall not be automatic, but may only occur upon approval by resolution of the Town Commission.

**5.2. Termination by Town.**

5.2.1. In the event the Outdoor Dining poses a threat or danger to the safety and welfare of the general public, or the Town Manager or designee deems it to be in the best interests of the general public, the Town shall have the right to terminate this Agreement immediately and remove, or cause the Outdoor Dining to be removed.

5.2.2. The Licensee shall properly remove the Outdoor Dining from the Licensed Area within twenty-four (24) hours of receipt of the Town Manager's or designee's final notice of violation, revocation or suspension. The Town Manager or designee may direct Town staff to remove the Outdoor Dining from the Licensed Area. The Licensee shall be responsible for all expenses incurred by the Town for the removal of the Outdoor Dining and shall be required to restore and return the Licensed Area to its original condition. Outdoor Dining furniture and fixtures shall only be released upon a proper showing of ownership and payment of reasonable and actual removal, administrative and storage charges.

**6. Licensee's Maintenance and Repair Obligations.**

6.1. **Licensee Maintenance.** Licensee shall be solely responsible for maintenance of the Licensed Area and the maintenance and repair of any improvements made to the Outdoor Dining and Licensed Area related to this Agreement, which may include without limitation, mowing, sodding, planting, general maintenance, repair, and clearing the Licensed Area of all debris, and ensuring that all structures or improvements constituting the Encroachment remain in good and safe condition.

6.2. **Town Maintenance.** In exchange for the right to use the Licensed Area, the Licensee acknowledges that the Town will perform certain maintenance functions, including pressure cleaning, within the Licensed Area, and hereby authorizes access to the Licensed Area as needed to perform such maintenance.

**7. Insurance.**

7.1. Pursuant to Section 17-9 and Section 17-90 of the Town Code, the Licensee shall secure and maintain at Licensee's own expense and throughout the duration of this Agreement general liability insurance covering the restaurant and the Outdoor Dining activities and Licensed Area, with combined single limits of no less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, for bodily injury and property damage coverage, naming the Town as an additional insured, in a form of endorsement acceptable to the Town Manager or designee. The Licensee shall maintain Worker's compensation and employers' liability insurance as required by the State of Florida.

7.2. If alcohol is to be served or sold in the Licensed Area, the Licensee shall secure a Certificate of Liquor Liability Insurance written in comprehensive form in the



amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.

7.3. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition.

7.4. Simultaneously with the execution of this Agreement, and by October 1<sup>st</sup> of each year during the Term of this Agreement, the Licensee shall furnish the Town with a policy or certificate of insurance coverage in the minimum amount stated above, together with the endorsement. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition.

7.5. The Town must receive thirty (30) days' written notice prior to any cancellation, nonrenewal or material change in the coverage provided.

7.6. The Licensee shall not maintain the Outdoor Dining in the Licensed Area unless and until after Licensee has obtained all insurance required herein and the certificate(s) of insurance have been received and approved by the Town.

7.7. Failure to comply with these requirements shall result in suspension or revocation of this License and Agreement by the Town Manager or designee.

8. **Indemnification.** Licensee agrees to indemnify, defend, save and hold harmless the Town, its officials, employees, and agents, from and against any loss, damage or expense (including all costs and reasonable attorneys' fees at both the trial and appellate levels) suffered by the Town, its officials, employees and agents as a result of any claims, suits, actions, damages or causes of action (collectively, the "Claims") arising out of any personal injury, loss of life or property damage occurring on the Licensed Area, any increase in costs to the Town stemming from the construction and/or repair of utilities located within the Licensed Area or in connection with, related to the Outdoor Dining, the use and activity thereon, or arising out of this Agreement or Licensee's performance or failure to perform under this Agreement, including, but not limited to any damage to the Licensed Area caused by the Licensee, its employees, contractors, agents and invitees. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the Licensee's responsibility to indemnify.

9. **Release.** Town shall have no liability to the Licensee, successors or assignees or their employees, contractors, agents, and invitees in connection with the Outdoor Dining or Licensed Area, this Agreement and the subject matter hereof, including, without limitation, any Claims in connection with, related to, or arising from the Town's maintenance or repair of the Licensed Area including, but not limited to, any Claims for damage to the Licensed Area, Outdoor Dining, improvements on the Outdoor Dining or Licensed Area, or the Property. The Licensee hereby releases the Town, its officials, employees and agents with respect to the foregoing.

10. **Enforcement/Authorization to Withhold Permits and Inspections.**

10.1 The Town, or its agents or representatives, may enter upon the Property and Licensed Area at all reasonable times and hours to examine same and determine if the Licensee is properly maintaining the Licensed Area in accordance with this Agreement.

10.2 In the event that the Licensee fails to maintain the Licensed Area in a manner acceptable to the Town, or the Licensed Area is damaged or impaired in any way because of the Outdoor Dining, Licensee shall, at its expense, repair the Licensed Area to its original condition before such damage, or to the standards specified by the Town Manager or designee. If the Licensee fails to timely make such restoration or repair, the Town may perform the restoration or repair work and charge the cost thereof to the Licensee.

10.3 If the terms of this Agreement are not being complied with, in addition to any other remedies available at law or in equity, the Town is hereby authorized to withhold any approvals regarding the Outdoor Dining or the Property or any portion thereof, and to refuse to make any inspections or grant any approvals for the Outdoor Dining or the Property or any portion thereof, until such time as the Licensee is in compliance with the terms and conditions of this Agreement.

11. **Attorney's Fees.** The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and costs incurred in enforcing this prevailing parties attorneys' fees provision.

12. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Broward County, Florida.

13. **Recordation/Modification.** This Agreement may be recorded by the Town Clerk in the Public Records of Broward County with the Licensee paying the costs for such recordation. This Agreement shall remain in full force and effect and be binding upon the undersigned and the heirs, successors and assigns of the undersigned, until such time as the same is modified or terminated in writing by the Town Manager or designee or the Licensee as may be applicable.

14. **Notice of Sale.** Upon the sale, conveyance or transfer of the Property or the restaurant business associated with this Agreement, the Licensee, new owner and/or tenant, or assignee shall notify the Town in writing of the sale or transfer and shall be required to file a new application for Outdoor Dining, Revocable Non-Exclusive License Agreement, along with providing the Town with the minimum insurance required pursuant to Section 7 of this Agreement. Failure to provide such notice or to provide the required insurance documentation by the date the new owner and/or tenant takes possession or within fifteen (15) days of the transfer of the Property, shall terminate this Agreement.

15. **Successors in Interest.** The obligations and benefits of this Agreement shall inure to all successors in interests to the parties to this Agreement.

395  
396 16. **Assignment and Amendment** – This Agreement may not be assigned, without prior  
397 written approval of the Town. This Agreement may only be amended, by the parties,  
398 with the same formalities as this Agreement.

399  
400 17. **Town Attorney Approval.** The Town Attorney has approved the standard, pre-printed  
401 terms and conditions set forth in this Agreement as to form and legality. Accordingly,  
402 no modification of these terms and conditions shall be binding upon the Town unless  
403 they are specifically endorsed and approved by the Town Attorney.

404  
405 18. **Notices.** All notices required by law and by this Agreement to be given by one party  
406 to the other shall be in writing, and the same shall be served by certified mail, return  
407 receipt requested, to the following addresses:

408  
409 Grantor: Town of Lauderdale-By-The-Sea  
410 c/o Town Manager  
411 Town Hall  
412 4501 Ocean Avenue  
413 Lauderdale-By-The-Sea, Florida 33308

414  
415 With a copy to: Town Attorney  
416 Town Hall  
417 4501 Ocean Avenue  
418 Lauderdale-By-The-Sea, Florida 33308

419  
420 Licensee: ARUBA BAY, INC.  
421 1 Commercial Blvd.  
422 Lauderdale-By-The-Sea, FL 33308

423  
424 19. **Entire Agreement/Modification/Amendment.**

425 19.1. This Agreement, including the exhibits attached hereto, contains the entire  
426 agreement of the parties and supersedes any prior oral or written representations.  
427 No representations were made or relied upon by either party, other than those that  
428 are expressly set forth herein.

429 19.2. No agent, employee, or other representative of either party is empowered to  
430 modify or amend the terms of this Agreement, unless executed with the same  
431 formality as this document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

DEMKO FAMILY HOLDINGS, LTD.

1 Commercial Blvd.

Lauderdale-By-The-Sea, FL 33308

By: [Signature]

Print Name: James Demko

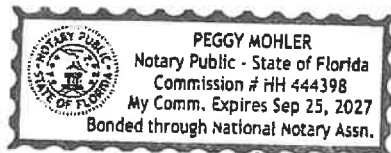
STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 30 day of Sept, 2025, by James Demko (Licensee), who is (check one) ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification by means of physical presence or ☐ online notarization.

[Signature]  
Notary Public, State of Florida

My commission expires:

[Signature]  
Print or Type Name of Notary Public



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**LICENSEE:**

**ARUBA BAY, INC.:**

1 Commercial Blvd.

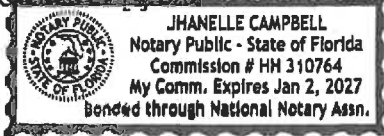
Lauderdale-By-The-Sea, FL 33308

By: Peggy Mohler

Print Name: Peggy Mohler Comptroller

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 30 day of September, 2025, by Peggy Mohler (Licensee), who is (check one) ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification by means of physical presence or ☐ online notarization.



[Signature]  
Notary Public, State of Florida

My commission expires:

1/2/27

Jhanelle Campbell  
Print or Type Name of Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOWN:

TOWN OF LAUDERDALE-  
BY-THE-SEA  
a Florida municipal  
corporation

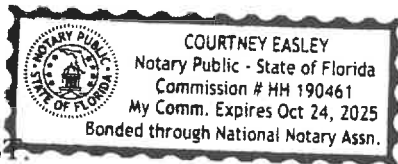
By: [Signature]  
Ken Rubach, Interim Town  
Manager

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 22 day of OCTOBER, 2025, by Ken Rubach, as Interim Town Manager of Lauderdale-By-The-Sea Florida municipal corporation, on behalf of the corporation, who is (check one) ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification by means of physical presence or ☐ online notarization.

[Signature]  
Notary Public, State of Florida  
Courtney Easley  
Print or Type Name of Notary Public

My commission expires:



ATTEST:

[Signature]  
ACTING TOWN CLERK Courtney Easley

APPROVED AS TO FORM:

[Signature]  
TOWN ATTORNEY Susan L. Trevarthen

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30

**WHEREAS,** the Town Commission of the Town of Lauderdale-By-The-Sea (“Town”) adopted policies governing the use of the Ocean and Dune Plazas in the two easternmost blocks of Commercial Boulevard by others, and for the Beach Pavilion at the eastern end of Commercial Boulevard by Resolution 2014-18 (“Plaza Policies”); and

**WHEREAS**, pursuant to the amended Plaza Policies, Aruba is eligible to enter into a revocable license agreement for the use of Ocean Plaza for outdoor dining, provided that Aruba applies for the outdoor dining use annually and subject to approval by the Town Commission prior to October 1; and

**WHEREAS**, Town staff recommends the Town enter into a revocable license agreement with Aruba, attached hereto as Exhibit “A,” to allow Aruba to use Ocean Plaza for outdoor dining (the “Revocable License Agreement”); and

**WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Revocable License Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN  
COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,  
THAT:**

**Section 1.     Recitals.** Each “WHEREAS” clause set forth above is true and correct and incorporated herein by this reference.

**Section 2. Revocable License Agreement Approved.** The Revocable License Agreement with Aruba, attached hereto as Exhibit “A,” is hereby approved.

**Section 3. Authorization to Execute the Agreement.** The Town authorizes the Town Manager to execute the Revocable License Agreement, in substantially the same form attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

**Section 4. Implementation.** The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective upon passage and adoption.

**PASSED AND ADOPTED** this                   <sup>th</sup> day of September, 2026.

Mayor Edmund Malkoon

Attest:

Melissa Vasami, Town Clerk  
(CORPORATE SEAL)



64  
65  
66  
67  
68  
69  
70  
71

APPROVED AS TO FORM:

---

Susan L. Trevarthen, Town Attorney

**REVOCABLE LICENSE AGREEMENT**

**THIS REVOCABLE LICENSE AGREEMENT** (the “Agreement”) is accepted, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation, (the “Town”), and the Property Owner, **DEMKO FAMILY HOLDINGS, LTD**, a Florida limited partnership (“Owner”), and the Tenant, **ARUBA 1 ENTERPRISES LLC**, a Florida limited liability company (the “Licensee”).

**RECITALS**

**WHEREAS**, the Licensee is the operator of the **ARUBA BEACH CAFÉ** restaurant on that certain real property located at 1 E Commercial Blvd in the Town of Lauderdale-By-The-Sea, Florida (the “Property”); and

**WHEREAS**, on November 15, 2022, the Town Commission adopted Resolution No. 2022-50, which amended the Town’s policies for the use of the Ocean Plaza by **ARUBA BEACH CAFÉ**, attached hereto as Exhibit “A” (the “Policy”); and

**WHEREAS**, consistent with the Policy, the Town desires to grant Licensee a revocable license to use a portion of the Town’s property located on Ocean Plaza as described in Exhibit “B,” attached hereto and incorporated herein (the “Licensed Area”) for Licensee to use as an outdoor dining area (the “Outdoor Dining”); and

**WHEREAS**, the Town finds that the limited use of the Licensed Area, in accordance with the terms of this Agreement, is a benefit to the community and consistent with the Policy; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and the Village agree as follows:

1. **Recitals.** The Recitals set forth above are accurate and are hereby incorporated by reference and made a part of this Agreement.
2. **Grant of License.**

- 2.1. **License.** The Town grants to Licensee a revocable license (this “License”) to use the Licensed Area described in Exhibit “B” for Outdoor Dining as contemplated herein and outlined in the Scope of Licensed Activities attached hereto as Exhibit “C”. This License is personal to Licensee and may not be assigned or transferred to any party. Licensee shall not permit the Licensed Area to be occupied or utilized by other organizations, entities, or persons. This authorization is not a lease or an easement and is not intended and shall not be construed to transfer any real property interest in the Licensed Area or other Town property.

118 2.2. **Non-Exclusivity.**

119 2.2.1. Licensee acknowledges and understands that this license granted to the  
120 Licensee by the Town is a non-exclusive license permitting Licensee to  
121 provide Outdoor Dining in the Licensed Area for the term of this Agreement.  
122 The Town specifically reserves the right to use the Licensed Area for a Town  
123 event or other event approved in accordance with the Policy.

124 2.2.2. Licensee, its agents, employees, contractors, invitees and guests shall have  
125 the non-exclusive right to ingress and egress to the Licensed Area for the  
126 Outdoor Dining Use.

127 2.3. **"As is" condition.** The Town makes the Licensed Area available to Licensee in  
128 an "as is" condition. The Town makes no representations or warranties concerning  
129 the condition of the Licensed Area or its suitability for use by Licensee, its  
130 customers, or the public, and assumes no duty to warn either Licensee, its  
131 customers, or the public concerning conditions that exist now or may arise in the  
132 future.

133 2.4. **Waiver.** In making the Licensed Area available for use by Licensee, the Town  
134 assumes no liability for loss or damage to equipment, supplies, or other property  
135 owned by or in the custody of Licensee. Licensee agrees that the Town is not  
136 responsible for providing security at the Licensed Area, and Licensee hereby  
137 waives any claim against the Town in the event equipment, supplies, or other  
138 property owned by or in Licensee's custody is lost, damaged, or stolen.

139 2.5. **No vested or property right.** The Licensee has no vested right or property interest  
140 in the Licensed Area or the continuation of the Agreement or the activity it allows  
141 within the Town's Licensed Area. The Town does not by virtue of this Agreement  
142 warrant or represent to the Licensee that the Encroachment complies with  
143 applicable Town, State and/or federal laws, statutes, ordinances, rules or  
144 regulations.

145 3. **License Fee; Costs.**

146 3.1. **License Fee.** An annual License fee of **\$30,000 (\$37.50 x 800 sq. feet)** shall be  
147 due and paid on October 1<sup>st</sup>. Notwithstanding the foregoing, the total License fee  
148 may be divided into quarterly payments upon receipt of written request from the  
149 Licensee. All Town fees are non-refundable upon payment and are subject to  
150 change in future years.

151 3.2. **Costs.** Licensee shall pay utility costs associated with Licensee's use of the  
152 Licensed Area, including, but not limited to, electricity, water and sewer, and  
153 ordinary trash collection. Licensee shall be solely responsible for costs associated  
154 with obtaining any permits or other governmental approvals necessary to use the  
155 Licensed Area.

156 4. **Licensee's Responsibilities; Representations and Warranties.**

157 4.1. **Terms and Conditions.** Licensee agrees to comply with the following terms and  
158 conditions:

- 159  
160 4.1.1. This Agreement is based on Aruba Beach Café request dated August 21,  
161 2026.  
162
- 163 4.1.2. The Licensed Area shall be limited to no more than 800 square feet of the  
164 north end of the Ocean Plaza within the knee wall.  
165
- 166 4.1.3. Sidewalk Café Area must, at all times, remain in compliance with the  
167 policies for use of the Ocean and Dune Plazas & the Pavilion by entities  
168 other than the Town established pursuant to Resolution No. 2022-50,  
169 attached hereto as Exhibit “A,” and any applicable provisions of the Town  
170 Code.
- 171 4.1.4. This License may be temporarily suspended, and the furniture and  
172 fixtures required to be removed by the Town Manager, designee or  
173 authorized law enforcement official when necessary, for the following  
174 reasons: (a) to clear sidewalk areas for a “community or special event”  
175 authorized by a permit issued by the Town; (b) when street, sidewalk, or  
176 utility repairs necessitate such action; or (c) in emergency situations  
177 (police, fire, and life safety). In such an event, the Town and its officers  
178 and employees shall not be responsible for Outdoor Dining furniture and  
179 fixtures relocated during emergencies.
- 180 4.1.5. The Town may remove, without notice, any furniture or fixtures which  
181 are placed or located outside the perimeter of the Licensed Area.
- 182 4.1.6. Upon the issuance of a "Hurricane Warning" or "Hurricane Watch" by  
183 the Broward County Office of Emergency Management, the Licensee  
184 shall be required to remove all furniture and fixtures from the Licensed  
185 Area. Failure to remove any furniture and/or fixtures from the Licensed  
186 Area within twenty-four (24) hours from the issuance of a “Hurricane  
187 Warning” or “Hurricane Watch,” may result in the Town Manager or  
188 designee directing Town staff to remove furniture and/or fixtures. The  
189 Licensee shall be responsible for any and all expenses incurred by the  
190 Town for the removal, storage, and return of furniture or fixtures. The  
191 Town shall not be responsible for any damages to Outdoor Dining  
192 furniture or fixtures resulting from the removal, storage and return.
- 193 4.2. **Maintenance.** The Licensee agrees to comply with the following maintenance  
194 plan requirements for the maintenance of the Licensed Area:
- 195 4.2.1. The Licensee agrees to empty Town trash cans on the sidewalk adjacent  
196 to the Licensed Area, as needed during hours of operation to ensure that  
197 they do not overflow and are available for the public’s use.
- 198 4.2.2. The Licensee shall, during the entire period that the Outdoor Dining  
199 exists, maintain the premises in a neat, clean, and sanitary appearance and  
200 condition.
- 201 4.2.3. Furniture and fixtures may be stored on the sidewalk, after closing, in a  
202 neat and orderly manner, provided that such furniture is staked no earlier  
203 than 10:30 PM and the furniture layout for the Licensed Area is restored  
204 no later than 10:30 AM the following day.

- 205 4.2.4. The Licensee shall remove all un-affixed furniture and fixtures from the  
206 Licensed Area at the close of business the day before the Town's  
207 scheduled cleaning date. Failure to remove all un-affixed furniture and  
208 fixtures from the Licensed Area may result in removal by the Town at the  
209 Licensee's expense.
- 210 4.2.5. The Licensee shall be responsible for removal of stains in the designated  
211 Licensed Area, including but not limited to those caused by dirt, grease  
212 and food or beverages.
- 213 4.2.6. The Licensed Area shall be cleared of all debris as may be necessary  
214 throughout the course of the day, and then again at the close of each  
215 business day.
- 216 4.2.7. The Licensee is responsible for maintaining the furniture, fixtures and  
217 any other improvements related to the Licensed Area in the same or  
218 comparable condition to that originally approved by the Town.
- 219 4.2.8. The Licensee shall take preventive measures such as ensuring the  
220 bottom of tables and chairs have protective feet and are appropriately  
221 treated to avoid damage to pavers.
- 222 4.2.9. Licensee shall be responsible for the Town's cost of materials and labor  
223 that may be necessary to replace any and all landscaping, paving, and other  
224 public improvements which are damaged or stained resulting from the  
225 operation of the Outdoor Dining. The cost of labor and materials  
226 calculated shall be premised upon the same quality of materials and  
227 workmanship previously approved and utilized by the Town for  
228 landscaping, paving and other public improvements.
- 229 4.2.10. During the period of this Agreement, the Licensee shall be solely  
230 responsible for maintenance and repair of the designated and approved  
231 Licensed Area.

232 5. **Term of Agreement/Removal of Outdoor Dining.**  
233

234 5.1. **Term.** The term of this Agreement shall commence on the date when the last one  
235 of the parties have signed this Agreement and shall continue until September 30<sup>th</sup>.  
236 Subject to verification of compliance with the Policy and the annual Ocean Plaza  
237 Application and License fees being current at the time of renewal as approved by the  
238 Town Commission, this Agreement may be renewed for a period of one (1) year from  
239 October 1<sup>st</sup> to the following September 30<sup>th</sup> upon approval by resolution of the Town  
240 Commission, unless terminated by either party as provided herein. This Agreement  
241 may be terminated by either party upon thirty (30) days' advance written notice to  
242 the other party.  
243

244 5.2. **Termination by Town.**  
245

246 5.2.1. In the event the Outdoor Dining poses a threat or danger to the safety and  
247 welfare of the general public, or the Town Manager or designee deems it to be  
248 in the best interests of the general public, the Town shall have the right to

terminate this Agreement immediately and remove, or cause the Outdoor Dining to be removed.

5.2.2. The Licensee shall properly remove the Outdoor Dining from the Licensed Area within twenty-four (24) hours of receipt of the Town Manager's or designee's final notice of violation, revocation or suspension. The Town Manager or designee may direct Town staff to remove the Outdoor Dining from the Licensed Area. The Licensee shall be responsible for all expenses incurred by the Town for the removal of the Outdoor Dining and shall be required to restore and return the Licensed Area to its original condition. Outdoor Dining furniture and fixtures shall only be released upon a proper showing of ownership and payment of reasonable and actual removal, administrative and storage charges.

## **6. Licensee's Maintenance and Repair Obligations.**

6.1. **Licensee Maintenance.** Licensee shall be solely responsible for maintenance of the Licensed Area and the maintenance and repair of any improvements made to the Outdoor Dining and Licensed Area related to this Agreement, which may include without limitation, mowing, sodding, planting, general maintenance, repair, and clearing the Licensed Area of all debris, and ensuring that all structures or improvements constituting the Encroachment remain in good and safe condition.

6.2. **Town Maintenance.** In exchange for the right to use the Licensed Area, the Licensee acknowledges that the Town will perform certain maintenance functions, including pressure cleaning, within the Licensed Area, and hereby authorizes access to the Licensed Area as needed to perform such maintenance.

## **7. Insurance.**

7.1. Pursuant to Section 17-9 and Section 17-90 of the Town Code, the Licensee shall secure and maintain at Licensee's own expense and throughout the duration of this Agreement general liability insurance covering the restaurant and the Outdoor Dining activities and Licensed Area, with combined single limits of no less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, for bodily injury and property damage coverage, naming the Town as an additional insured, in a form of endorsement acceptable to the Town Manager or designee. The Licensee shall maintain Worker's compensation and employers' liability insurance as required by the State of Florida.

7.2. If alcohol is to be served or sold in the Licensed Area, the Licensee shall secure a Certificate of Liquor Liability Insurance written in comprehensive form in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.

7.3. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition.

297  
298 7.4. Simultaneously with the execution of this Agreement, and by October 1<sup>st</sup> of each  
299 year during the Term of this Agreement, the Licensee shall furnish the Town with  
300 a policy or certificate of insurance coverage in the minimum amount stated above,  
301 together with the endorsement. All policies must be issued by companies  
302 authorized to do business in the State of Florida and rated A- or better per Best's  
303 Key Rating Guide, latest edition.

304  
305 7.5. The Town must receive thirty (30) days' written notice prior to any cancellation,  
306 nonrenewal or material change in the coverage provided.

307  
308 7.6. The Licensee shall not maintain the Outdoor Dining in the Licensed Area unless  
309 and until after Licensee has obtained all insurance required herein and the  
310 certificate(s) of insurance have been received and approved by the Town.

311  
312 7.7. Failure to comply with these requirements shall result in suspension or revocation  
313 of this License and Agreement by the Town Manager or designee.

314  
315 8. **Indemnification.** Licensee agrees to indemnify, defend, save and hold harmless the  
316 Town, its officials, employees, and agents, from and against any loss, damage or  
317 expense (including all costs and reasonable attorneys' fees at both the trial and appellate  
318 levels) suffered by the Town, its officials, employees and agents as a result of any  
319 claims, suits, actions, damages or causes of action (collectively, the "Claims") arising  
320 out of any personal injury, loss of life or property damage occurring on the Licensed  
321 Area, any increase in costs to the Town stemming from the construction and/or repair  
322 of utilities located within the Licensed Area or in connection with, related to the  
323 Outdoor Dining, the use and activity thereon, or arising out of this Agreement or  
324 Licensee's performance or failure to perform under this Agreement, including, but not  
325 limited to any damage to the Licensed Area caused by the Licensee, its employees,  
326 contractors, agents and invitees. Furthermore, the parties understand and agree that the  
327 covenants and representations relating to this indemnification provision shall survive  
328 the term of this Agreement and continue in full force and effect as to the Licensee's  
329 responsibility to indemnify.

330  
331 9. **Release.** Town shall have no liability to the Licensee, successors or assignees or their  
332 employees, contractors, agents, and invitees in connection with the Outdoor Dining or  
333 Licensed Area, this Agreement and the subject matter hereof, including, without  
334 limitation, any Claims in connection with, related to, or arising from the Town's  
335 maintenance or repair of the Licensed Area including, but not limited to, any Claims  
336 for damage to the Licensed Area, Outdoor Dining, improvements on the Outdoor Dining  
337 or Licensed Area, or the Property. The Licensee hereby releases the Town, its officials,  
338 employees and agents with respect to the foregoing.

339  
340 10. **Enforcement/Authorization to Withhold Permits and Inspections.**

341  
342 10.1 The Town, or its agents or representatives, may enter upon the Property and  
343 Licensed Area at all reasonable times and hours to examine same and determine  
344 if the Licensee is properly maintaining the Licensed Area in accordance with this  
345 Agreement.

346  
347 10.2 In the event that the Licensee fails to maintain the Licensed Area in a manner  
348 acceptable to the Town, or the Licensed Area is damaged or impaired in any way  
349 because of the Outdoor Dining, Licensee shall, at its expense, repair the Licensed  
350 Area to its original condition before such damage, or to the standards specified  
351 by the Town Manager or designee. If the Licensee fails to timely make such  
352 restoration or repair, the Town may perform the restoration or repair work and  
353 charge the cost thereof to the Licensee.  
354

355 10.3 If the terms of this Agreement are not being complied with, in addition to any  
356 other remedies available at law or in equity, the Town is hereby authorized to  
357 withhold any approvals regarding the Outdoor Dining or the Property or any  
358 portion thereof, and to refuse to make any inspections or grant any approvals for  
359 the Outdoor Dining or the Property or any portion thereof, until such time as the  
360 Licensee is in compliance with the terms and conditions of this Agreement.  
361

362 11. **Attorney's Fees.** The prevailing party in any action or suit pertaining to or arising out  
363 of this Agreement shall be entitled to recover, in addition to costs and disbursements  
364 allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and costs  
365 incurred in enforcing this prevailing parties attorneys' fees provision.  
366

367 12. **Governing Law and Venue.** This Agreement shall be construed in accordance with  
368 and governed by the laws of the State of Florida. Venue for any proceedings arising  
369 out of this Agreement shall be proper exclusively in Broward County, Florida.  
370

371 13. **Recordation/Modification.** This Agreement may be recorded by the Town Clerk in  
372 the Public Records of Broward County with the Licensee paying the costs for such  
373 recordation. This Agreement shall remain in full force and effect and be binding upon  
374 the undersigned and the heirs, successors and assigns of the undersigned, until such  
375 time as the same is modified or terminated in writing by the Town Manager or designee  
376 or the Licensee as may be applicable.  
377

378 14. **Notice of Sale.** Upon the sale, conveyance or transfer of the Property or the restaurant  
379 business associated with this Agreement, the Licensee, new owner and/or tenant, or  
380 assignee shall notify the Town in writing of the sale or transfer and shall be required to  
381 file a new application for Outdoor Dining, Revocable Non-Exclusive License  
382 Agreement, along with providing the Town with the minimum insurance required  
383 pursuant to Section 7 of this Agreement. Failure to provide such notice or to provide  
384 the required insurance documentation by the date the new owner and/or tenant takes  
385 possession or within fifteen (15) days of the transfer of the Property, shall terminate  
386 this Agreement.  
387

388 15. **Successors in Interest.** The obligations and benefits of this Agreement shall inure to  
389 all successors in interests to the parties to this Agreement.  
390

391 16. **Assignment and Amendment** – This Agreement may not be assigned, without prior  
392 written approval of the Town. This Agreement may only be amended, by the parties,  
393 with the same formalities as this Agreement.  
394



395 17. **Town Attorney Approval.** The Town Attorney has approved the standard, pre-printed  
396 terms and conditions set forth in this Agreement as to form and legality. Accordingly,  
397 no modification of these terms and conditions shall be binding upon the Town unless  
398 they are specifically endorsed and approved by the Town Attorney.  
399

400 18. **Notices.** All notices required by law and by this Agreement to be given by one party  
401 to the other shall be in writing, and the same shall be served by certified mail, return  
402 receipt requested, to the following addresses:  
403

404 Grantor: Town of Lauderdale-By-The-Sea  
405 c/o Town Manager  
406 Town Hall  
407 4501 Ocean Avenue  
408 Lauderdale-By-The-Sea, Florida 33308  
409

410 With a copy to: Town Attorney  
411 Town Hall  
412 4501 Ocean Avenue  
413 Lauderdale-By-The-Sea, Florida 33308  
414

415 Licensee: Aruba 1 Enterprises LLC  
416 676 West Prospect Rd  
417 Fort Lauderdale, Fl 33309  
418

419 19. **Entire Agreement/Modification/Amendment.**

420 19.1. This Agreement, including the exhibits attached hereto, contains the entire  
421 agreement of the parties and supersedes any prior oral or written representations.  
422 No representations were made or relied upon by either party, other than those that  
423 are expressly set forth herein.

424 19.2. No agent, employee, or other representative of either party is empowered to  
425 modify or amend the terms of this Agreement, unless executed with the same  
426 formality as this document.

427 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective  
428 Date.

429  
430 **OWNER:**  
431 DEMKO FAMILY HOLDINGS,  
432 LTD  
433

434  
435 By: \_\_\_\_\_  
436

437  
438 Print Name: \_\_\_\_\_  
439

440  
441 STATE OF FLORIDA )  
442 COUNTY OF BROWARD )  
443

444 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
445 2026, by \_\_\_\_\_ (Licensee), who is (check one) ☐ personally known to me or  
446 ☐ has produced \_\_\_\_\_ as identification by means of physical  
447 presence or ☐ online notarization.  
448

449  
450 \_\_\_\_\_  
451 Notary Public, State of Florida  
452

453 My commission expires:  
454

455 \_\_\_\_\_  
Print or Type Name of Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**LICENSEE:**  
ARUBA 1 ENTERPRISES LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ (Licensee), who is (check one) ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification by means of physical presence or ☐ online notarization.

\_\_\_\_\_  
Notary Public, State of Florida

My commission expires:

\_\_\_\_\_  
Print or Type Name of Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOWN:

TOWN OF LAUDERDALE-  
BY-THE-SEA  
a Florida municipal  
corporation

By: \_\_\_\_\_  
Ken Rubach, Town Manager

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Ken Rubach, as Town Manager of Lauderdale-By-The-Sea Florida municipal corporation, on behalf of the corporation, who is (check one) ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification by means of physical presence or ☐ online notarization.

\_\_\_\_\_  
Notary Public, State of Florida

My commission expires:

\_\_\_\_\_  
Print or Type Name of Notary Public

ATTEST:

\_\_\_\_\_  
TOWN CLERK Melissa Vasami

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY Susan L. Trevarthen



## Town Commission Agenda Item Report

**Meeting Date:** September 9, 2026

**Submitted By:** Chris Lips, Public Works Director

**Submitting Department:** Public Works

**Item Type:** Resolution

**Agenda Section:** RESOLUTIONS – PUBLIC COMMENTS

---

**Subject Title:** RESOLUTION 2026-32: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH SAK CONSTRUCTION LLC, FOR STORM SEWER CURED-IN-PLACE PIPE ("CIPP") LINING SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE GAINESVILLE REGIONAL UTILITIES CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 2024-083 IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Explanation:** As part of the FY26 Capital Improvement Plan, the Town Commission authorized staff to initiate a storm sewer lining project. To address the most critical deficiencies within the drainage system, staff recommends prioritizing the outfall connections. These outfall pipes are typically located between residential properties and extend from the roadway to the canal. Many are located beneath landscaping, fences, and other improvements, making traditional open-cut repairs difficult, costly, and disruptive to residents. Cured-in-place pipe (CIPP) lining provides a less disruptive alternative that can rehabilitate the existing pipes with minimal disturbance to surrounding properties and improvements.

Section IV.E of the Town Purchasing Manual authorizes the Town to utilize the competitive procurement process of another governmental entity as an exception to the Town's formal bidding requirements, commonly referred to as "piggybacking."

On November 1, 2024, Gainesville Regional Utilities awarded ITB 2024-083, Sewer Line and Manhole Rehab Services, to SAK Construction, LLC. The contract has an initial term from November 1, 2024, through October 1, 2027, with two optional one-year extensions.

The Town has \$500,000 budgeted in the Capital Improvement Fund under Account 300-559011-500630 – Storm Sewer Lining, and the estimated cost to rehabilitate the outfall from Pine Avenue South is \$376,617.50. However, the Town has identified additional drainage lines that may require CIPP lining; the Town's existing record drawings do not clearly identify the size, material, or length of these pipes. As part of this project, these drainage lines will be evaluated, including cleaning and CCTV inspection as necessary, to determine their condition

and confirm the appropriate rehabilitation method. Additional pipes identified as suitable for CIPP lining may be added to the project scope, as funding allows. Therefore, Staff is requesting approval of the piggyback agreement in an amount not to exceed budgeted funds of \$500,000 from the Capital Improvement Fund.

**Recommendation:** Approve Resolution 2026-32 approving a piggyback agreement with SAK Construction, LLC for storm drainage CIPP lining services, utilizing Gainesville Regional Utilities ITB 2024-083, Sewer Line and Manhole Rehab Services.

**Exhibits:**

1. Resolution - Approving Piggyback Agreement With SAK Construction
2. Piggyback Agreement - SAK Construction v2
3. Lauderdale by the Sea Proposal- 08.06.2026 SAK
4. SAK Contract with Gainesville Regional Utilities

**RESOLUTION NO. 2026-32**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH SAK CONSTRUCTION LLC, FOR STORM SEWER CURED-IN-PLACE PIPE (“CIPP”) LINING SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE GAINESVILLE REGIONAL UTILITIES CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 2024-083 IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lauderdale-By-The-Sea (the “Town”) desires to rehabilitate its storm sewer system by utilizing cured-in-place pipe (“CIPP”) lining services (the “Services”); and

**WHEREAS**, the Gainesville Regional Utilities (“GRU”) entered into an agreement with Sak Construction, LLC, (the “Contractor”), pursuant to the GRU’s Invitation to Bid No. 2024-083 for Sanitary Sewer Line & Manhole Rehabilitation Services (the “GRU Agreement”); and

**WHEREAS**, the Town has budgeted \$500,000 in the Capital Improvement Fund for Storm Sewer Lining services (the “Budgeted Funds”); and

**WHEREAS**, consistent with the terms and conditions of the GRU Agreement, the Contractor has provided the Town with a quote for a portion of the Services, and the remainder of the Services will be billed as the project progresses; and

**WHEREAS**, the Town desires to enter into an agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor utilizing the same or better terms and conditions as the GRU Agreement (the “Piggyback Agreement”); and

**WHEREAS**, Section IV.E. “Cooperative Purchasing (Piggybacking)” of the Town’s Purchasing Manual provides that purchases made under the provisions of another government’s

purchasing contracts shall be exempt from the competitive bidding requirements provided that certain criteria set forth are all satisfied; and

**WHEREAS**, Town Staff recommends that the Town Commission approve and authorize the Piggyback Agreement with the Contractor for the Services, in an amount not to exceed Budgeted Funds; and

**WHEREAS**, in accordance with Section IV.E. of the Town's Purchasing Manual, the Town Commission desires to approve the Piggyback Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A," and authorize the Town Manager to execute the Piggyback Agreement; and

**WHEREAS**, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Piggyback Agreement with the Contractor, utilizing the GRU Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**

**Section 1. Recitals.** Each "WHEREAS" clause set forth is true and correct and herein incorporated by this reference.

**Section 2. Approval of Agreement.** The Town Commission hereby approves the Piggyback Agreement with the Contractor for Services, in an amount not to exceed Budgeted Funds.

**Section 3. Authorization to Execute Agreement.** The Town Manager is hereby authorized to execute the Piggyback Agreement with the Contractor for the Services, attached hereto as Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.



**Section 4. Authorization to Implement.** The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Edmund Malkoon

Attest:

\_\_\_\_\_  
Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan L. Trevarthen, Town Attorney

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT WITH SAK CONSTRUCTION,  
LLC.  
(Piggyback Competitive Award)**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and Sak Construction, LLC, a Missouri limited liability company registered to do business in Florida ("CONTRACTOR"), with its principal place of business at 864 Hoff Road, O'Fallon, MO 63366, individually referred to as "Party" or collectively as "Parties."

**WITNESSETH**

**WHEREAS**, the Town wishes to enter into an agreement with the Contractor (the "Agreement") to rehabilitate its storm sewer system by utilizing cured-in-place pipe ("CIPP") lining services (the "Services"); and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the Gainesville Regional Utilities ("GRU") and the Contractor as set forth in the GRU's Invitation to Bid No. 2024-083, attached hereto and incorporated herein as Exhibit "1" (the "GRU Agreement"); and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and GRU Agreement, except as otherwise modified herein; and

**WHEREAS**, the Town Procurement Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Section 1. Contract Terms.** The terms and conditions of the GRU Agreement, attached hereto as Exhibit "1," is incorporated as though fully set forth herein. In the event of conflict between or among this Agreement and the terms and conditions of the GRU Agreement, the order of priority shall be: this Agreement, and the GRU Agreement.

The following additional provisions are included:

- A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed substituted for "the Gainesville Regional Utilities" with regard to any and all provisions of the GRU Agreement, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the GRU Agreement, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.
- B. The Town shall compensate the Contractor for the Services provided under this Agreement in an amount not to exceed budgeted funds.
- C. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.
- D. Public Records
1. Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
  2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
  3. Upon request from the Town's custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
  4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
  5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession

of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

6. Any compensation due to Contractor shall be withheld until all records are received as provided herein. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [townclerk@lauderdalebytheseafl.gov](mailto:townclerk@lauderdalebytheseafl.gov), OR BY MAIL: Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.**

Refusal of the Contractor to comply with the provisions of this Section shall be grounds for immediate termination for cause by the Town of this Agreement.

E. Scrutinized Companies

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or 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 more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or 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 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. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

F. ETHICS

1. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
3. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
4. Compliance with Applicable Law: Contractor covenants to 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 covenants that it will conduct no activity or provide any service that is unlawful or offensive.

G. INSURANCE

Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town are named as additional insureds with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage

carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

**Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:**

- 1. Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
- 2. Workers' Compensation Insurance** – Statutory.
- 3. Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.

#### H. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

#### I. NONCOERCIVE CONDUCT AFFIDAVIT.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida

Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

J. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

1. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

K. FLORIDA STATUTE 287.139 (CHAPTER 2026-43); PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL.

A potential recipient of a county or municipal contract or grant shall certify to the county or municipality, as applicable, before being awarded such contract or grant that the potential recipient does not and will not use county or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) and 166.04971. In accordance with Section 287.139, Florida Statutes, the Contractor certifies that it does not and will not use Town funds received pursuant to this Agreement in requiring its employees, contractors, subcontractors, consultants, subconsultants, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.139, Florida Statutes, complies with the requirements therein, and certifies it shall remain in compliance with this certification throughout the term of this Agreement. Further, the Town may immediately terminate this Agreement for cause for any violation of this certification.

**Section 2. Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For Town:                      Town Manager

Town of Lauderdale-By-The-Sea  
4501 North Ocean Drive  
Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney  
Town of Lauderdale-By-The-Sea  
4501 North Ocean Drive  
Lauderdale-By-The-Sea, FL 33308

For Contractor: Dan Banken, Area Manager  
864 Hoff Road, O'Fallon, MO 63366

**Section 3. Severability.** This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**Section 4. Waiver of Jury Trial.** The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

**[SIGNATURE PAGE TO FOLLOW]**



**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

**TOWN:**

TOWN OF LAUDERDALE-BY-THE-SEA

\_\_\_\_\_  
Ken Rubach, Town Manager

Date:\_\_\_\_\_

**CONTRACTOR:**

SAK CONSTRUCTION, LLC.

\_\_\_\_\_  
Date:\_\_\_\_\_

Attest: \_\_\_\_\_  
Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan L. Trevarthen, Town Attorney

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_(name of person) as \_\_\_\_\_ (type of authority) for  
\_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_ Personally known to me; or  
\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_ Did take an oath; or  
\_\_\_\_ Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH  
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath



# SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*  
636.385.1100 *fax*  
864 Hoff Road  
O'Fallon, MO 63366  
[www.sakcon.com](http://www.sakcon.com)

August 6, 2026

Lauderdale By The Sea  
Attn: Chris Lips  
954-498-1650  
[Chrisl@lbts-fl.gov](mailto:Chrisl@lbts-fl.gov)

Re: Lauderdale by the Sea Outfall Rehabilitation

Dear Mr. Lips:

SAK Construction, LLC is pleased to offer the following quotation on the above referenced project:

| Item No.                                                | DESCRIPTION                                                | Unit of Measure | Unit Price  | Quantity     | Total Amount        |
|---------------------------------------------------------|------------------------------------------------------------|-----------------|-------------|--------------|---------------------|
| <b>Mobilization</b>                                     |                                                            |                 |             |              |                     |
| A-1                                                     | Inspection and Cleaning Mobilization (1 per Project Area)  | EA              | \$5,000.00  | 1            | \$5,000.00          |
| A-2                                                     | CIPP Rehabilitation Mobilization (1 per Project Area)      | EA              | \$32,500.00 | 0.15         | \$5,000.00          |
| <b>Mainline Clean &amp; Inspection</b>                  |                                                            |                 |             |              |                     |
|                                                         | CCTV Inspection and Light Cleaning (4 Line Passes or less) |                 |             |              |                     |
| B-2                                                     | 8" - 12" diameter                                          | LF              | \$5.50      | 1,699        | \$9,344.50          |
| B-3                                                     | 14" - 18" diameter                                         | LF              | \$7.00      | 1,379        | \$9,653.00          |
| B-4                                                     | 20" - 24" diameter                                         | LF              | \$9.00      | 453          | \$4,077.00          |
| <b>Tuberculation Removal</b>                            |                                                            |                 |             |              |                     |
| B-17                                                    | 8" - 12" diameter                                          | LF              | \$10.00     | 110          | \$1,100.00          |
| B-18                                                    | 14" - 18" diameter                                         | LF              | \$15.00     | 70           | \$1,050.00          |
| B-19                                                    | 20" - 24" diameter                                         | LF              | \$18.00     | 30           | \$540.00            |
| <b>Mainline Cured In Place Pipe (CIPP) Installation</b> |                                                            |                 |             |              |                     |
|                                                         | 8" diameter                                                |                 |             |              |                     |
| D-13                                                    | 6.0 mm manufactured thickness (.236)                       | LF              | \$47.50     | 334          | \$15,865.00         |
|                                                         | 10" diameter                                               |                 |             |              |                     |
| D-15                                                    | 6.0 mm manufactured thickness (.236)                       | LF              | \$50.00     | 290          | \$14,500.00         |
|                                                         | 12" diameter                                               |                 |             |              |                     |
| D-17                                                    | 6.0 mm manufactured thickness (.236)                       | LF              | \$65.00     | 1,075        | \$69,875.00         |
|                                                         | 15" diameter                                               |                 |             |              |                     |
| D-21                                                    | 7.5 mm manufactured thickness (.295)                       | LF              | \$99.00     | 330          | \$32,670.00         |
|                                                         | 18" diameter                                               |                 |             |              |                     |
| D-25                                                    | 7.5 mm manufactured thickness (.295)                       | LF              | \$118.00    | 1,049        | \$123,782.00        |
| D-26                                                    | Add Item - 1.5mm increase per LF                           | LF              | \$4.00      | 1,049        | \$4,196.00          |
|                                                         | 21" diameter                                               |                 |             |              |                     |
| D-29                                                    | 9.0 mm manufactured thickness (.354)                       | LF              | \$161.00    | 160          | \$25,760.00         |
|                                                         | 24" diameter                                               |                 |             |              |                     |
| D-31                                                    | 10.5 mm manufactured thickness (.413)                      | LF              | \$185.00    | 293          | \$54,205.00         |
|                                                         |                                                            |                 |             | <b>Total</b> | <b>\$376,617.50</b> |

**NOTE:**

- Proposal based contract between SAK Construction and Gainesville Regional Utilities ITB 2024-083 Sanitary Sewer Line and Manhole Rehab Services
- SAK Construction will provide City with a final inspection video of rehabilitated sewer.
- Subject to pre-CCTV Inspection by SAK Construction to verify installation of CIPP Liner.
- Does not include point repairs, if required, prior to the installation of CIPP Liner.

Thank you for the opportunity to quote on this project. Please call with any questions.

Sincerely,  
SAK Construction, LLC

Dan Banken

Dan Banken  
Area Manager

Accepted By  
Printed Name

Date

**CONTRACT BETWEEN THE CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES  
AND SAK CONSTRUCTION, LLC.  
FOR  
SANITARY SEWER LINE & MANHOLE REHABILITATION SERVICES**

**THIS CONTRACT** is made and entered into with an effective date of November 1, 2024, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU"), with offices located at 301 S.E. 4<sup>th</sup> Avenue, Gainesville, Florida 32601, and SAK CONSTRUCTION, LLC, a Missouri limited liability company registered to do business in Florida ("CONTRACTOR"), with its principal place of business at 864 Hoff Road, O'Fallon, MO 63366, individually referred to as "Party" or collectively as "Parties."

**WHEREAS**, GRU requires Sanitary Sewer Line & Manhole Rehabilitation Services; and

**WHEREAS**, GRU issued a Solicitation on August 8, 2024 for Sanitary Sewer Line & Manhole Rehabilitation Services; and

**WHEREAS**, CONTRACTOR submitted a Response dated August 30, 2024 to provide Sanitary Sewer Line & Manhole Rehabilitation Services; and

**WHEREAS**, GRU desires to enter into a Contract for the services described herein.

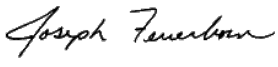
**NOW, THEREFORE**, in consideration of the covenants contained herein, the Parties agree to the following:

1. The CONTRACTOR shall provide Sanitary Sewer Line & Manhole Rehabilitation Services as detailed in the Technical Specifications (ATTACHMENT 2) in accordance with the General Terms and Conditions, and Supplemental Conditions.
2. GRU shall pay the CONTRACTOR for the faithful performance of this Contract according to the unit pricing set forth in schedule attached hereto (ATTACHMENT 1) on individual line items on an as needed basis. Adjustments to price may be requested by the CONTRACTOR at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. CONTRACTOR shall provide documentation for any such price increase and the price increase percentage shall not exceed the Producer's Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.
3. The term of this Contract shall commence upon execution and terminate on October 1, 2027. This Contract may be extended for two (2) 1-year extensions, upon mutual agreement of the Parties. Beyond the extensions described above, this Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

[Signatures on following page]

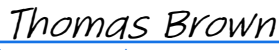
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

**SAK CONSTRUCTION, LLC**

BY:   
Joseph Feuerborn  
Vice President

10/24/2024  
Date: \_\_\_\_\_

**CITY OF GAINESVILLE d/b/a  
GAINESVILLE REGIONAL UTILITIES**

BY:   
[Thomas Brown \(Oct 24, 2024 08:54 EDT\)](#)  
Thomas Brown  
Chief Operating Officer

10/24/2024  
Date: \_\_\_\_\_

BY:   
[Debbie Daugherty \(Oct 22, 2024 12:10 EDT\)](#)  
Debbie Daugherty  
Water Wastewater Officer

10/22/2024  
Date: \_\_\_\_\_

Approved as to Form and Legality:

  
[David C. Schwartz \(Oct 22, 2024 10:18 EDT\)](#)  
David Schwartz  
Assistant City Attorney

10/22/2024  
Date: \_\_\_\_\_

Procurement Representative:

Prepared By: Annie Velez  
Procurement Specialist III

## GENERAL TERMS AND CONDITIONS

### 1.1. DEFINITIONS

- Agreement: A written Contract between two or more Parties ["GRU" and "Contractor"]. "Contract" and "Agreement" are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

### 1.2. COMPLIANCE WITH REFERENCED SPECIFICATIONS

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

### 1.3. CHANGE ORDERS

a) GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if a) made in writing; b) signed by the authorized representative(s), and c) accepted by Contractor.

b) Such change shall include the following: change orders that constitute changes: a) the general scope of Work, b) the schedule, c) administrative procedures not affecting the conditions of the Contract, or d) the Contract price.

### 1.4. NOTICES

Notices to Contractor shall be deemed to have been properly sent when delivered to Contractor physical address and email. Notices to GRU are deemed to have been properly sent when emailed to [purchasing@gru.com](mailto:purchasing@gru.com), mailed to P.O. Box 147117 Station A105, Gainesville, FL 32614 or delivered to Utilities Procurement Department, 301 SE 4th Avenue, Gainesville, Florida 32601 and GRU acknowledges receipt.

### 1.5. PAYMENT

a) Invoicing. Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32614-7118 or e-mailed to [accountspayable@gru.com](mailto:accountspayable@gru.com).

b) Receipting Report for Services. An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

c) Payment Terms. Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

d) Lien Release. Before the final acceptance of the Work and payment by GRU, Contractor shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

e) Final Payment/Acceptance. The acceptance by Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

#### 1.6. COMPLIANCE WITH LAWS AND REGULATIONS

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

#### 1.7. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Contract shall be governed and construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

#### 1.8. VERIFICATION OF EMPLOYEES

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: (1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and (2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

#### 1.9. ANTI HUMAN TRAFFICKING

On or before the Effective Date of this Contract and, in addition, on or before the effective date of each renewal or extension of this Contract, the Contractor shall provide GRU with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat.

#### 1.10. SOVEREIGN IMMUNITY

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

#### 1.11. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.



#### 1.12. ASSIGNMENT

GRU or Contractor shall not assign or transfer, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

#### 1.13. AUDIT OF RECORDS

Contractor shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

#### 1.14. NONEXCLUSIVE REMEDIES

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

#### 1.15. ADVERTISING

Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

#### 1.16. MODIFICATION OF TERMS

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or any other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

#### 1.17. WAIVER

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

#### 1.18. DISCLOSURE AND CONFIDENTIALITY

a) Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public records request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- i. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:

1. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.

2. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

ii. Request for Trade Secret or Otherwise Confidential and Exempt Information.

1. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.

2. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.

3. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.

4. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

b) "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

#### 1.19. PUBLIC RECORDS

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:

i. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.

ii. Upon request from GRU's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to GRU.

iv. Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU 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 GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.**

1.20. SALES TAX

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at <https://www.gru.com/WorkWithGRU/Procurement/PurchaseOrders>.

1.21. ANTI-DISCRIMINATION

Contractor shall not discriminate on the basis of race, color, religion, sex, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

1.22. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this contract.

1.23. COUNTERPARTS

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

1.24. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING

In accordance with Section 287.05701(2)(a), F.S. (2023), GRU may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

1.25. ATTACHMENTS

All exhibits attached to this contract are incorporated into and made part of this contract by reference.

## SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Supplemental Conditions.

### 1.26. CONDUCT OF THE WORK

Contractor shall be considered an independent entity and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. Contractor will assign only competent and skilled workers to perform the Work. All of Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor's sole direction, supervision and control at all times and in all places. Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of GRU. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Further, unless specifically authorized to do so, the Contractor shall not represent to others that, as the Contractor, it has the authority to bind GRU to any third-party agreement.

### 1.27. CONTRACTOR RESPONSIBILITIES

a) Performance. Contractor shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

b) Project Related Requirements. Contractor is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

### 1.28. COOPERATION/ COORDINATION

a) Access to Work Site. GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

b) Work by GRU. GRU reserves the right to perform activities in the area where the Work is being performed by Contractor.

c) Work by Other Contractor. GRU reserves the right to permit other Contractors to perform work within the same work area. Contractor shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

d) Coordination. Contractor shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor will afford GRU and other Contractors reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

### 1.29. INDEMNIFICATION

a) Contractor(s) shall be fully liable for its action, the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor(s), its agents, employees, partners, or subcontractors.

b) Further, Contractor(s) shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor(s)'s products or GRU's

operation or use of Contractor(s)'s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor(s)'s opinion is likely to become the subject of such a suit, Contractor(s) may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.

c) Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s) written notice of any action or threatened action, defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.

d) The provisions of this section shall survive the termination or expiration of this Contract.

#### 1.30. DAMAGE TO WORK

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor's own risk. Contractor is not relieved of a requirement of the specifications on the plea of error.

#### 1.31. DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be borne equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

#### 1.32. DELAY

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. Contractor is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

#### 1.33. DEFAULT

If Contractor should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor will be liable to GRU for any damages resulting from such default.

#### 1.34. TERMINATION

a) Termination for Convenience. GRU may, by providing thirty (30) calendar days written notice to Contractor,

terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor for goods and services accepted as of the date of termination, and for Contractor's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

b) Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor materially breaches this Contract by:

- i. refusing, failing or being unable to properly manage or perform;
- ii. refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- iii. refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- iv. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
- v. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
- vi. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor.

c) Funding out Clause. If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor with thirty (30) calendar day's written notice to Contractor.

#### 1.35. FORCE MAJEURE

a) No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

b) In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

c) In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

#### 1.36. LIMITATION OF GRU'S LIABILITY

To the fullest extent permitted by law, GRU shall not be liable to Contractor for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

#### 1.37. WORK HOURS

GRU normal business hours are 8:00 AM EST to 5:30 PM EST. Contractor(s) may perform the Work outside business

hours only with prior approval from the Authorized Representative or designee.

#### 1.38. PERFORMANCE TIME

Contractor shall complete the Work no later than the date set forth in the Contract. Contractor further understands and agrees that time is of the essence. If Contractor fails to complete the Work on or before the date established for Final Completion, then Contractor will be solely responsible for liquidated damages or other costs as set forth in the Solicitation or Contract.

#### 1.39. LIQUIDATED DAMAGES

Liquidated damages shall be assessed in the amount of \$500 per calendar day for each day after the agreed upon completion date or the last day of September for year scope was provided

#### 1.40. COMPLETION OF WORK

1. Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

2. Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

#### 1.41. DELIVERY

Once a written PO is emailed to the successful Bidder, the work shall be scheduled and started within sixty (60) calendar days. However, should the work have to be performed on an emergency basis, work will be scheduled and started within two (2) calendar days. Holiday and weekend deliveries may be needed as product use or circumstances require. If the successful Bidder cannot meet the delivery requirements for any of the product or services specified herein, GRU reserves the right to procure the product or services from the next lowest responsive, responsible bidder, or to solicit new pricing. The goal of this agreement is for the speedy acquisition of water and sewer materials and accessories; therefore, successful Bidder's responsiveness under the terms of this agreement is paramount. Delivery of orders resulting from award of this bid shall be made within seven (7) to ten (10) business days after receipt of a valid PO number for the items listed on the Bid Form. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid PO number. Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

#### 1.42. INSURANCE

Contractor shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor shall procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

#### 1.43. MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

- Commercial General Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Worker's Compensation:
  - State (Florida): Statutory
  - Applicable Federal: Statutory
  - Employer's Liability:

- \$500,000 per Accident
- \$500,000 Disease, Policy Limit
- \$500,000 Disease, Each Employee
- Excess Liability: \$1,000,000

#### 1.44. WARRANTY/GUARANTEE

1. Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.
2. No provision contained in the Specifications shall be interpreted to limit Contractor's liability for defects. No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor must indicate if any warranty is being provided by either Contractor or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor is not able to provide such warranty.
3. All maintenance, repair and construction services furnished as defined herein shall be guaranteed and warranted by the successful Bidder for a minimum period of three (3) years, unless otherwise specified, from final acceptance by GRU to be free from defects due either to faulty materials or equipment or faulty workmanship. All materials, equipment, and workmanship furnished and/or furnished and installed by the successful Bidder is warranted and guaranteed by the successful Bidder to meet the required standards specified herein and to accomplish the purposes and functions of the project. GRU shall, following discovery of faulty materials or workmanship, promptly give written notice to the successful Bidder of faulty materials, equipment, or workmanship within the period of the guarantee and the successful bidder(s) shall promptly replace any part of the faulty equipment, material, or workmanship at its own cost. These warranty and guarantee provisions create no limitations on GRU as to any claims or actions for breach of guaranty or breach of warranty that GRU might have against parties other than the successful Bidder, and do not constitute exclusive remedies of GRU against the successful Bidder.

#### 1.45. SAFETY AND SECURITY

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested. The contractor shall at all times take all reasonable precautions for the safety of its employees engaged in services and shall comply with all safety laws, rules and regulations as mentioned in the contractors safety orientation and/or manual as instruction may be site specific.

- a. Confinement to Work Area/Parking. Contractor's employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor and its employees shall park personal vehicles and equipment in areas designated by GRU.
- b. Sanitation. If sanitary facilities are available near the work site, Contractor may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, Contractor is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor. If responsible for providing sanitary facilities, Contractor is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.
- c. Personal Protection Equipment requirements during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.
- d. The Contractor shall supply all safety and personal protective equipment (PPE) required to complete the scope of the contracted work (or as stated in the Contract). Equipment supplied by the Contractor must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency



- e. It is the sole responsibility of the contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any work place hazards.
- f. This training includes when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.
- g. Protocols should be in place to prevent or reduce the likelihood of exposure and be in compliance with operating site PPE requirements. Local, state, and federal mandates must be followed.

1.46. WARRANTY OF TITLE

Contractor warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

1.47. NERC CIP COMPLIANCE REQUIREMENTS

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard "CIP-004-6 Table R3 – Personnel Risk Assessment Program", and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

1.48. CONTRACTOR'S RESPONSIBILITIES

1. Contractor will recruit, screen, interview, hire and assign its employees to perform the work pursuant to this Contract; compensate its employees for hours worked at GRU; withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving employees.
2. Contractor shall obtain background check and drug screening services of its employees who will perform work at GRU locations. To ensure compliance with the Fair Credit Reporting Act, Contractor will not provide copies of such background check or drug screening results to GRU but will instead provide an attestation of completion of such services to GRU. Background check services may be conducted by one or more of Contractor's preferred, third-party vendors (e.g., Hire Right, A-Check Global).
3. Contractor shall require all of the Employees to self-report in writing to Contractor within forty-eight hours any incidents of arrests by local, state or federal law enforcement agencies. If the Employee is unable to report in writing due to incarceration or confinement, the Employee shall notify Contractor within forty-eight (48) hours after the arrest by text message, email, phone call, or voicemail. In addition, all Employees holding a Commercial Driver's License (CDL) as a condition of employment shall self-report, in writing, to Contractor within forty-eight (48) hours after any citations, arrests, or charges disqualifying the Employee from holding a CDL.

1.49. ORDER OF PRECEDENCE

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

- a. Any modification to this Contract
- b. Contract
- c. GRU Technical Specifications
- d. GRU Supplemental Conditions
- e. GRU General Conditions
- f. GRU Instructions
- g. Contractor Response

# ATTACHMENT 1

| Item No.                                                           | DESCRIPTION                                                               | Unit of Measure | Unit Price  | Estimated Annual Quantity | Total Amount |
|--------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------|-------------|---------------------------|--------------|
| <b>Mobilization</b>                                                |                                                                           |                 |             |                           |              |
| A-1                                                                | Inspection and Cleaning Mobilization (1 per Project Area)                 | EA              | \$5,000.00  | 5                         | \$25,000.00  |
| A-2                                                                | CIPP Rehabilitation Mobilization (1 per Project Area)                     | EA              | \$32,500.00 | 5                         | \$162,500.00 |
| A-3                                                                | Lateral Service and Cleanout Mobilization (1 per Project Area)            | EA              | \$3,675.00  | 5                         | \$18,375.00  |
| A-4                                                                | MH Rehabilitation Mobilization (1 per Project Area)                       | EA              | \$2,625.00  | 5                         | \$13,125.00  |
| A-5                                                                | Easement Access Road Matting                                              | LF              | \$35.00     | 500                       | \$17,500.00  |
|                                                                    | Easement Reel Access                                                      |                 |             |                           |              |
| A-6                                                                | 6" to 12" diameter                                                        | LF              | \$11.00     | 500                       | \$5,500.00   |
| A-7                                                                | 14" to 18" diameter                                                       | LF              | \$12.00     | 500                       | \$6,000.00   |
| A-8                                                                | 20" to 24" diameter                                                       | LF              | \$13.00     | 500                       | \$6,500.00   |
| <b>Mainline Clean &amp; Inspection - Sanitary</b>                  |                                                                           |                 |             |                           |              |
|                                                                    | <b>CCTV Inspection and Light Cleaning (4 Line Passes or less)</b>         |                 |             |                           |              |
| B-1                                                                | 6" diameter                                                               | LF              | \$5.00      | 5,000                     | \$25,000.00  |
| B-2                                                                | 8" - 12" diameter                                                         | LF              | \$5.50      | 10,000                    | \$55,000.00  |
| B-3                                                                | 14" - 18" diameter                                                        | LF              | \$7.00      | 5,000                     | \$35,000.00  |
| B-4                                                                | 20" - 24" diameter                                                        | LF              | \$9.00      | 2,500                     | \$22,500.00  |
| B-5                                                                | 27" - 42" diameter                                                        | LF              | \$13.00     | 1,000                     | \$13,000.00  |
|                                                                    | <b>Heavy Cleaning (Up to 4 Line Passes in addition to Light Cleaning)</b> |                 |             |                           |              |
| B-6                                                                | 6" diameter                                                               | LF              | \$1.00      | 5,000                     | \$5,000.00   |
| B-7                                                                | 8" - 12" diameter                                                         | LF              | \$1.00      | 10,000                    | \$10,000.00  |
| B-8                                                                | 14" - 18" diameter                                                        | LF              | \$1.00      | 5,000                     | \$5,000.00   |
| B-9                                                                | 20" - 24" diameter                                                        | LF              | \$1.00      | 2,500                     | \$2,500.00   |
| B-10                                                               | 27" - 42" diameter                                                        | LF              | \$1.00      | 1,000                     | \$1,000.00   |
|                                                                    | <b>Root Cutting</b>                                                       |                 |             |                           |              |
| B-11                                                               | 6" diameter                                                               | LF              | \$5.00      | 1,000                     | \$5,000.00   |
| B-12                                                               | 8" - 12" diameter                                                         | LF              | \$5.00      | 2,500                     | \$12,500.00  |
| B-13                                                               | 14" - 18" diameter                                                        | LF              | \$7.00      | 500                       | \$3,500.00   |
| B-14                                                               | 20" - 24" diameter                                                        | LF              | \$9.00      | 500                       | \$4,500.00   |
| B-15                                                               | 27" - 42" diameter                                                        | LF              | \$14.00     | 500                       | \$7,000.00   |
|                                                                    | <b>Tuberculation Removal</b>                                              |                 |             |                           |              |
| B-16                                                               | 6" diameter                                                               | LF              | \$10.00     | 1,000                     | \$10,000.00  |
| B-17                                                               | 8" - 12" diameter                                                         | LF              | \$10.00     | 5,000                     | \$50,000.00  |
| B-18                                                               | 14" - 18" diameter                                                        | LF              | \$15.00     | 5,000                     | \$75,000.00  |
| B-19                                                               | 20" - 24" diameter                                                        | LF              | \$18.00     | 1,000                     | \$18,000.00  |
| B-20                                                               | 27" - 42" diameter                                                        | LF              | \$20.00     | 500                       | \$10,000.00  |
| <b>Service Lateral Clean &amp; Inspection - Sanitary</b>           |                                                                           |                 |             |                           |              |
| C-1                                                                | Service Lateral CCTV Inspection                                           | EA              | \$425.00    | 500                       | \$212,500.00 |
| C-2                                                                | Service Lateral Cleaning                                                  | EA              | \$110.00    | 500                       | \$55,000.00  |
| C-3                                                                | Service Lateral Tuberculation Removal                                     | LF              | \$15.00     | 250                       | \$3,750.00   |
| C-4                                                                | Protruding Service Lateral Removal                                        | EA              | \$275.00    | 100                       | \$27,500.00  |
| <b>Mainline Cured In Place Pipe (CIPP) Installation - Sanitary</b> |                                                                           |                 |             |                           |              |
|                                                                    | <b>End Seals</b>                                                          |                 |             |                           |              |
| D-1                                                                | 6" Dia. End Seals (Per Segment)                                           | EA              | \$25.00     | 100                       | \$2,500.00   |
| D-2                                                                | 8" Dia. End Seals (Per Segment)                                           | EA              | \$25.00     | 100                       | \$2,500.00   |
| D-3                                                                | 10" Dia. End Seals (Per Segment)                                          | EA              | \$25.00     | 100                       | \$2,500.00   |
| D-4                                                                | 12" Dia. End Seals (Per Segment)                                          | EA              | \$25.00     | 100                       | \$2,500.00   |
| D-5                                                                | 14" Dia. End Seals (Per Segment)                                          | EA              | \$25.00     | 50                        | \$1,250.00   |
| D-6                                                                | 15" Dia. End Seals (Per Segment)                                          | EA              | \$30.00     | 50                        | \$1,500.00   |
| D-7                                                                | 16" Dia. End Seals (Per Segment)                                          | EA              | \$30.00     | 50                        | \$1,500.00   |
| D-8                                                                | 18" Dia. End Seals (Per Segment)                                          | EA              | \$30.00     | 50                        | \$1,500.00   |
| D-9                                                                | 20" Dia. End Seals (Per Segment)                                          | EA              | \$35.00     | 50                        | \$1,750.00   |
| D-10                                                               | 21" Dia. End Seals (Per Segment)                                          | EA              | \$35.00     | 50                        | \$1,750.00   |
| D-11                                                               | 24" Dia. End Seals (Per Segment)                                          | EA              | \$35.00     | 50                        | \$1,750.00   |
|                                                                    | <b>6" diameter</b>                                                        |                 |             |                           |              |
| D-12                                                               | 4.5 mm manufactured thickness (.177)                                      | LF              | \$61.00     | 2,000                     | \$122,000.00 |
|                                                                    | <b>8" diameter</b>                                                        |                 |             |                           |              |
| D-13                                                               | 6.0 mm manufactured thickness (.236)                                      | LF              | \$47.50     | 5,000                     | \$237,500.00 |
| D-14                                                               | Add Item - 1.5mm increaser per LF                                         | LF              | \$1.50      | 5,000                     | \$7,500.00   |
|                                                                    | <b>10" diameter</b>                                                       |                 |             |                           |              |
| D-15                                                               | 6.0 mm manufactured thickness (.236)                                      | LF              | \$50.00     | 2,500                     | \$125,000.00 |
| D-16                                                               | Add Item - 1.5mm increaser per LF                                         | LF              | \$2.00      | 2,500                     | \$5,000.00   |
|                                                                    | <b>12" diameter</b>                                                       |                 |             |                           |              |
| D-17                                                               | 6.0 mm manufactured thickness (.236)                                      | LF              | \$65.00     | 2,500                     | \$162,500.00 |
| D-18                                                               | Add Item - 1.5mm increaser per LF                                         | LF              | \$2.35      | 2,500                     | \$5,875.00   |
|                                                                    | <b>14" diameter</b>                                                       |                 |             |                           |              |
| D-19                                                               | 6.0 mm manufactured thickness (.236)                                      | LF              | \$90.00     | 2,500                     | \$225,000.00 |
| D-20                                                               | Add Item - 1.5mm increaser per LF                                         | LF              | \$2.60      | 2,500                     | \$6,500.00   |
|                                                                    | <b>15" diameter</b>                                                       |                 |             |                           |              |
| D-21                                                               | 7.5 mm manufactured thickness (.295)                                      | LF              | \$99.00     | 2,500                     | \$247,500.00 |
| D-22                                                               | Add Item - 1.5mm increaser per LF                                         | LF              | \$3.00      | 2,500                     | \$7,500.00   |
|                                                                    | <b>16" diameter</b>                                                       |                 |             |                           |              |
| D-23                                                               | 7.5 mm manufactured thickness (.295)                                      | LF              | \$101.00    | 2,500                     | \$252,500.00 |
| D-24                                                               | Add Item - 1.5mm increaser per LF                                         | LF              | \$3.25      | 2,500                     | \$8,125.00   |
|                                                                    | <b>18" diameter</b>                                                       |                 |             |                           |              |
| D-25                                                               | 7.5 mm manufactured thickness (.295)                                      | LF              | \$118.00    | 5,000                     | \$590,000.00 |
| D-26                                                               | Add Item - 1.5mm increaser per LF                                         | LF              | \$4.00      | 5,000                     | \$20,000.00  |
|                                                                    | <b>20" diameter</b>                                                       |                 |             |                           |              |
| D-27                                                               | 7.5 mm manufactured thickness (.295)                                      | LF              | \$145.00    | 2,500                     | \$362,500.00 |
| D-28                                                               | Add Item - 1.5mm increaser per LF                                         | LF              | \$4.50      | 2,500                     | \$11,250.00  |
|                                                                    | <b>21" diameter</b>                                                       |                 |             |                           |              |
| D-29                                                               | 9.0 mm manufactured thickness (.354)                                      | LF              | \$161.00    | 1,000                     | \$161,000.00 |
| D-30                                                               | Add Item - 1.5mm increaser per LF                                         | LF              | \$5.00      | 1,000                     | \$5,000.00   |
|                                                                    | <b>24" diameter</b>                                                       |                 |             |                           |              |
| D-31                                                               | 10.5 mm manufactured thickness (.413)                                     | LF              | \$185.00    | 1,000                     | \$185,000.00 |
| D-32                                                               | Add Item - 1.5mm increaser per LF                                         | LF              | \$5.50      | 1,000                     | \$5,500.00   |

|                                                                |                                                              |    |            |       |              |
|----------------------------------------------------------------|--------------------------------------------------------------|----|------------|-------|--------------|
|                                                                | <b>27" diameter</b>                                          |    |            |       |              |
| D-33                                                           | 10.5 mm manufactured thickness (.413)                        | LF | \$187.00   | 1,000 | \$187,000.00 |
| D-34                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$6.00     | 1,000 | \$6,000.00   |
|                                                                | <b>30" diameter</b>                                          |    |            |       |              |
| D-35                                                           | 12 mm manufactured thickness (.472)                          | LF | \$248.00   | 1,000 | \$248,000.00 |
| D-36                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$8.00     | 1,000 | \$8,000.00   |
|                                                                | <b>36" diameter</b>                                          |    |            |       |              |
| D-37                                                           | 12 mm manufactured thickness (.472)                          | LF | \$312.00   | 1,000 | \$312,000.00 |
| D-38                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$10.00    | 1,000 | \$10,000.00  |
|                                                                | <b>42" diameter</b>                                          |    |            |       |              |
| D-39                                                           | 13.5 mm manufactured thickness (.531)                        | LF | \$463.00   | 1,000 | \$463,000.00 |
| D-40                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$12.00    | 1,000 | \$12,000.00  |
| <b>Manhole External Drop Cured in Place Pipe Services</b>      |                                                              |    |            |       |              |
|                                                                | <b>Drop Pipe Setup, CCTV, Cleaning and CIPP Installation</b> |    |            |       |              |
|                                                                | <b>6" diameter</b>                                           |    |            |       |              |
| E-1                                                            | Setup, CCTV Inspection, and Cleaning                         | EA | \$3,800.00 | 20    | \$76,000.00  |
| E-2                                                            | 4.5 mm manufactured thickness                                | LF | \$25.00    | 150   | \$3,750.00   |
| E-3                                                            | Add Item - 1.5mm increaser per LF                            | LF | \$5.00     | 150   | \$750.00     |
|                                                                | <b>8" diameter</b>                                           |    |            |       |              |
| E-4                                                            | Setup, CCTV Inspection, and Cleaning                         | EA | \$3,900.00 | 20    | \$78,000.00  |
| E-5                                                            | 4.5 mm manufactured thickness                                | LF | \$25.00    | 150   | \$3,750.00   |
| E-6                                                            | Add Item - 1.5mm increaser per LF                            | LF | \$5.00     | 150   | \$750.00     |
|                                                                | <b>10" diameter</b>                                          |    |            |       |              |
| E-7                                                            | Setup, CCTV Inspection, and Cleaning                         | EA | \$4,000.00 | 10    | \$40,000.00  |
| E-8                                                            | 6.0 mm manufactured thickness                                | LF | \$30.00    | 100   | \$3,000.00   |
| E-9                                                            | Add Item - 1.5mm increaser per LF                            | LF | \$7.00     | 100   | \$700.00     |
|                                                                | <b>12" diameter</b>                                          |    |            |       |              |
| E-10                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$4,500.00 | 10    | \$45,000.00  |
| E-11                                                           | 6.0 mm manufactured thickness                                | LF | \$35.00    | 100   | \$3,500.00   |
| E-12                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$10.00    | 100   | \$1,000.00   |
|                                                                | <b>14" diameter</b>                                          |    |            |       |              |
| E-13                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$4,800.00 | 10    | \$48,000.00  |
| E-14                                                           | 6.0 mm manufactured thickness                                | LF | \$40.00    | 100   | \$4,000.00   |
| E-15                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$10.00    | 100   | \$1,000.00   |
|                                                                | <b>15" diameter</b>                                          |    |            |       |              |
| E-16                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$5,200.00 | 2     | \$10,400.00  |
| E-17                                                           | 6.0 mm manufactured thickness                                | LF | \$45.00    | 25    | \$1,125.00   |
| E-18                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$12.00    | 25    | \$300.00     |
|                                                                | <b>16" diameter</b>                                          |    |            |       |              |
| E-19                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$5,700.00 | 10    | \$57,000.00  |
| E-20                                                           | 6.0 mm manufactured thickness                                | LF | \$48.00    | 100   | \$4,800.00   |
| E-21                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$13.00    | 100   | \$1,300.00   |
|                                                                | <b>18" diameter</b>                                          |    |            |       |              |
| E-22                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$6,000.00 | 2     | \$12,000.00  |
| E-23                                                           | 6.0 mm manufactured thickness                                | LF | \$65.00    | 25    | \$1,625.00   |
| E-24                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$15.00    | 25    | \$375.00     |
|                                                                | <b>20" diameter</b>                                          |    |            |       |              |
| E-25                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$6,300.00 | 10    | \$63,000.00  |
| E-26                                                           | 6.0 mm manufactured thickness                                | LF | \$75.00    | 100   | \$7,500.00   |
| E-27                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$18.00    | 100   | \$1,800.00   |
|                                                                | <b>21" diameter</b>                                          |    |            |       |              |
| E-28                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$6,600.00 | 2     | \$13,200.00  |
| E-29                                                           | 6.0 mm manufactured thickness                                | LF | \$80.00    | 25    | \$2,000.00   |
| E-30                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$20.00    | 25    | \$500.00     |
|                                                                | <b>24" diameter</b>                                          |    |            |       |              |
| E-31                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$6,900.00 | 2     | \$13,800.00  |
| E-32                                                           | 6.0 mm manufactured thickness                                | LF | \$100.00   | 25    | \$2,500.00   |
| E-33                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$25.00    | 25    | \$625.00     |
| <b>Lift Station External Drop Cured in Place Pipe Services</b> |                                                              |    |            |       |              |
|                                                                | <b>Drop Pipe Setup, CCTV, Cleaning and CIPP Installation</b> |    |            |       |              |
|                                                                | <b>6" diameter</b>                                           |    |            |       |              |
| F-1                                                            | Setup, CCTV Inspection, and Cleaning                         | EA | \$3,800.00 | 5     | \$19,000.00  |
| F-2                                                            | 4.5 mm manufactured thickness (.236)                         | LF | \$25.00    | 50    | \$1,250.00   |
| F-3                                                            | Add Item - 1.5mm increaser per LF                            | LF | \$5.00     | 50    | \$250.00     |
|                                                                | <b>8" diameter</b>                                           |    |            |       |              |
| F-4                                                            | Setup, CCTV Inspection, and Cleaning                         | EA | \$3,900.00 | 5     | \$19,500.00  |
| F-5                                                            | 4.5 mm manufactured thickness (.236)                         | LF | \$25.00    | 50    | \$1,250.00   |
| F-6                                                            | Add Item - 1.5mm increaser per LF                            | LF | \$5.00     | 50    | \$250.00     |
|                                                                | <b>10" diameter</b>                                          |    |            |       |              |
| F-7                                                            | Setup, CCTV Inspection, and Cleaning                         | EA | \$4,000.00 | 5     | \$20,000.00  |
| F-8                                                            | 6.0 mm manufactured thickness (.236)                         | LF | \$30.00    | 50    | \$1,500.00   |
| F-9                                                            | Add Item - 1.5mm increaser per LF                            | LF | \$7.00     | 50    | \$350.00     |
|                                                                | <b>12" diameter</b>                                          |    |            |       |              |
| F-10                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$4,500.00 | 5     | \$22,500.00  |
| F-11                                                           | 6.0 mm manufactured thickness (.236)                         | LF | \$35.00    | 50    | \$1,750.00   |
| F-12                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$10.00    | 50    | \$500.00     |
|                                                                | <b>14" diameter</b>                                          |    |            |       |              |
| F-13                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$4,800.00 | 5     | \$24,000.00  |
| F-14                                                           | 6.0 mm manufactured thickness (.236)                         | LF | \$40.00    | 50    | \$2,000.00   |
| F-15                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$10.00    | 50    | \$500.00     |
|                                                                | <b>15" diameter</b>                                          |    |            |       |              |
| F-16                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$5,200.00 | 5     | \$26,000.00  |
| F-17                                                           | 6.0 mm manufactured thickness (.236)                         | LF | \$45.00    | 50    | \$2,250.00   |
| F-18                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$12.00    | 50    | \$600.00     |
|                                                                | <b>16" diameter</b>                                          |    |            |       |              |
| F-19                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$5,700.00 | 5     | \$28,500.00  |
| F-20                                                           | 6.0 mm manufactured thickness (.236)                         | LF | \$48.00    | 50    | \$2,400.00   |
| F-21                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$13.00    | 50    | \$650.00     |
|                                                                | <b>18" diameter</b>                                          |    |            |       |              |
| F-22                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$6,000.00 | 2     | \$12,000.00  |
| F-23                                                           | 6.0 mm manufactured thickness (.236)                         | LF | \$65.00    | 20    | \$1,300.00   |
| F-24                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$15.00    | 20    | \$300.00     |
|                                                                | <b>20" diameter</b>                                          |    |            |       |              |
| F-25                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$6,300.00 | 5     | \$31,500.00  |
| F-26                                                           | 6.0 mm manufactured thickness (.236)                         | LF | \$75.00    | 50    | \$3,750.00   |
| F-27                                                           | Add Item - 1.5mm increaser per LF                            | LF | \$18.00    | 50    | \$900.00     |
|                                                                | <b>21" diameter</b>                                          |    |            |       |              |
| F-28                                                           | Setup, CCTV Inspection, and Cleaning                         | EA | \$6,600.00 | 2     | \$13,200.00  |
| F-29                                                           | 6.0 mm manufactured thickness (.236)                         | LF | \$80.00    | 20    | \$1,600.00   |

|      |                                      |    |            |    |             |
|------|--------------------------------------|----|------------|----|-------------|
| F-30 | Add Item - 1.5mm increaser per LF    | LF | \$20.00    | 20 | \$400.00    |
|      | 24" diameter                         |    |            |    |             |
| F-31 | Setup, CCTV Inspection, and Cleaning | EA | \$6,900.00 | 2  | \$13,800.00 |
| F-32 | 6.0 mm manufactured thickness (.354) | LF | \$100.00   | 20 | \$2,000.00  |
| F-33 | Add Item - 1.5mm increaser per LF    | LF | \$25.00    | 20 | \$500.00    |

| Mainline CIPP Ancillary Services                        |                                                                                                  |           |             |       |              |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------|-------------|-------|--------------|
| G-1                                                     | Lateral Service Reinstatement                                                                    | EA        | \$250.00    | 200   | \$50,000.00  |
| G-2                                                     | Segment Dewatering Operation (Well point)                                                        | DAY       | \$1,000.00  | 5     | \$5,000.00   |
|                                                         | Internal Spot Repair                                                                             |           |             |       |              |
|                                                         | 8" diameter                                                                                      |           |             |       |              |
| G-3                                                     | 316L Stainless Steel Mechanical Point Repair Insert                                              | EA        | \$4,600.00  | 3     | \$13,800.00  |
| G-4                                                     | 4.5 mm manufactured thickness (4 LF Repair Length)                                               | EA        | \$3,750.00  | 3     | \$11,250.00  |
|                                                         | 10" diameter                                                                                     |           |             |       |              |
| G-5                                                     | 316L Stainless Steel Mechanical Point Repair Insert                                              | EA        | \$4,600.00  | 3     | \$13,800.00  |
| G-6                                                     | 4.5 mm manufactured thickness (4 LF Repair Length)                                               | EA        | \$4,000.00  | 3     | \$12,000.00  |
|                                                         | 12" diameter                                                                                     |           |             |       |              |
| G-7                                                     | 316L Stainless Steel Mechanical Point Repair Insert                                              | EA        | \$5,200.00  | 3     | \$15,600.00  |
| G-8                                                     | 4.5 mm manufactured thickness (4 LF Repair Length)                                               | EA        | \$4,500.00  | 3     | \$13,500.00  |
|                                                         | 14" diameter                                                                                     |           |             |       |              |
| G-9                                                     | 316L Stainless Steel Mechanical Point Repair Insert                                              | EA        | \$5,200.00  | 3     | \$15,600.00  |
| G-10                                                    | 4.5 mm manufactured thickness (4 LF Repair Length)                                               | EA        | \$4,800.00  | 3     | \$14,400.00  |
|                                                         | 15" diameter                                                                                     |           |             |       |              |
| G-11                                                    | 316L Stainless Steel Mechanical Point Repair Insert                                              | EA        | \$5,700.00  | 2     | \$11,400.00  |
| G-12                                                    | 4.5 mm manufactured thickness (4 LF Repair Length)                                               | EA        | \$5,300.00  | 2     | \$10,600.00  |
|                                                         | 16" diameter                                                                                     |           |             |       |              |
| G-13                                                    | 316L Stainless Steel Mechanical Point Repair Insert                                              | EA        | \$5,700.00  | 3     | \$17,100.00  |
| G-14                                                    | 4.5 mm manufactured thickness (4 LF Repair Length)                                               | EA        | \$5,500.00  | 3     | \$16,500.00  |
|                                                         | 18" diameter                                                                                     |           |             |       |              |
| G-15                                                    | Trenchless 316L Stainless Steel Mechanical Point Repair Insert                                   | EA        | \$9,000.00  | 2     | \$18,000.00  |
| G-16                                                    | 4.5 mm manufactured thickness (4 LF Repair Length)                                               | EA        | \$8,500.00  | 2     | \$17,000.00  |
|                                                         | 20" diameter                                                                                     |           |             |       |              |
| G-17                                                    | 316L Stainless Steel Mechanical Point Repair Insert                                              | EA        | \$9,000.00  | 3     | \$27,000.00  |
| G-18                                                    | 4.5 mm manufactured thickness (4 LF Repair Length)                                               | EA        | \$8,800.00  | 3     | \$26,400.00  |
|                                                         | 21" diameter                                                                                     |           |             |       |              |
| G-19                                                    | Trenchless 316L Stainless Steel Mechanical Point Repair Insert                                   | EA        | \$9,000.00  | 2     | \$18,000.00  |
| G-20                                                    | 4.5 mm manufactured thickness (4 LF Repair Length)                                               | EA        | \$9,300.00  | 2     | \$18,600.00  |
|                                                         | 24" diameter                                                                                     |           |             |       |              |
| G-21                                                    | Trenchless 316L Stainless Steel Mechanical Point Repair Insert                                   | EA        | \$14,000.00 | 2     | \$28,000.00  |
| G-22                                                    | 4.5 mm manufactured thickness (4 LF Repair Length)                                               | EA        | \$12,000.00 | 2     | \$24,000.00  |
| G-23                                                    | Grout Injection Soil Stabilization (Cost + 10%)                                                  | ALLOWANCE | \$25,000.00 | 1     | \$25,000.00  |
| Service Lateral Cleanout Installation                   |                                                                                                  |           |             |       |              |
| H-1                                                     | 4" Diameter PVC Cleanout Installation (Depth less than 5 feet)                                   | EA        | \$950.00    | 150   | \$142,500.00 |
| H-2                                                     | 6" Diameter PVC Cleanout Installation (Depth less than 5 feet)                                   | EA        | \$1,100.00  | 50    | \$55,000.00  |
| H-3                                                     | Additional Material, Excavation and Compacted Backfill for Cleanout (5 feet to 10 feet in depth) | EA        | \$500.00    | 25    | \$12,500.00  |
| H-4                                                     | Provide and Install Cleanout Service Box and Cover (Composite)                                   | EA        | \$200.00    | 200   | \$40,000.00  |
| H-5                                                     | Install Cleanout Service Box (Metal) (Owner to Provide Box and Cover Material)                   | EA        | \$55.00     | 15    | \$825.00     |
| H-6                                                     | Cleanout Sod Placement (25 SF per Cleanout Install)                                              | EA        | \$100.00    | 200   | \$20,000.00  |
| H-7                                                     | Sidewalk and Driveway Concrete Repair (4 inch to 6 inch in thickness)                            | SF        | \$125.00    | 25    | \$3,125.00   |
| H-8                                                     | Asphalt Repair                                                                                   | SF        | \$125.00    | 50    | \$6,250.00   |
| Service Lateral Cured in Place Pipe (CIPP) Installation |                                                                                                  |           |             |       |              |
| I-1                                                     | Lateral Service CIPP Setup (1 per Mainline Segment)                                              | EA        | \$25.00     | 50    | \$1,250.00   |
| I-2                                                     | 4" Lateral up to 3' long in 8" main                                                              | EA        | \$3,675.00  | 100   | \$367,500.00 |
| I-3                                                     | 4" Lateral up to 3' long in 10" main                                                             | EA        | \$3,800.00  | 25    | \$95,000.00  |
| I-4                                                     | 4" Lateral up to 3' long in 12" main                                                             | EA        | \$3,900.00  | 25    | \$97,500.00  |
| I-5                                                     | 6" Lateral up to 3' long in 8" main                                                              | EA        | \$4,200.00  | 10    | \$42,000.00  |
| I-6                                                     | 6" Lateral up to 3' long in 10" main                                                             | EA        | \$4,400.00  | 10    | \$44,000.00  |
| I-7                                                     | 6" Lateral up to 3' long in 12" main                                                             | EA        | \$4,725.00  | 10    | \$47,250.00  |
| I-8                                                     | Additional Length of CIPP (4" or 6" service)                                                     | LF        | \$69.00     | 2,500 | \$172,500.00 |
| Manhole Rehabilitation Services                         |                                                                                                  |           |             |       |              |
|                                                         | Existing Manhole Liner Removal                                                                   |           |             |       |              |
| J-1                                                     | HDPE Lining Removal (9 VF Avg. Depth)                                                            | EA        | \$400.00    | 2     | \$800.00     |
| J-2                                                     | Polymer/Epoxy Lining Removal (9 VF Avg. Depth)                                                   | EA        | \$600.00    | 25    | \$15,000.00  |
| J-3                                                     | Fiberglass Lining Removal (9 VF Ave. Depth)                                                      | EA        | \$400.00    | 5     | \$2,000.00   |
| J-4                                                     | Internal DIP Drop Pipe Removal (9 VF Avg Depth)                                                  | EA        | \$800.00    | 25    | \$20,000.00  |
| J-5                                                     | Inside Iron Step Removal per Manhole (5 Avg per MH)                                              | EA        | \$300.00    | 100   | \$30,000.00  |
| J-6                                                     | Manhole Ring and Cover Remove and Replace (New Ring and Cover Provided by Owner)                 | EA        | \$950.00    | 200   | \$190,000.00 |
| J-7                                                     | Manhole Ring and Cover Adjustments                                                               | LF        | \$2,000.00  | 2     | \$4,000.00   |
| J-8                                                     | Exterior Severe Leak Stoppage/Groundwater Mitigation (Cost + 10%)                                | ALLOWANCE | \$50,000.00 | 1     | \$50,000.00  |
|                                                         | Internal Manhole Minor Leak Stoppage                                                             |           |             |       |              |
| J-9                                                     | Manhole Depth - 0' to 5'                                                                         | EA        | \$625.00    | 100   | \$62,500.00  |
| J-10                                                    | Manhole Depth - Over 5' to 10'                                                                   | EA        | \$900.00    | 75    | \$67,500.00  |
| J-11                                                    | Manhole Depth - Over 10' to 15'                                                                  | EA        | \$1,000.00  | 50    | \$50,000.00  |
| J-12                                                    | Manhole Depth - Over 15' to 20'                                                                  | EA        | \$1,200.00  | 50    | \$60,000.00  |
| J-13                                                    | Manhole Depth -Over 20'                                                                          | EA        | \$1,500.00  | 25    | \$37,500.00  |
|                                                         | Bench Rehabilitation                                                                             |           |             |       |              |
| J-14                                                    | Bench and Invert Demo, Repair and Rebuild 48" MH Diameter                                        | EA        | \$550.00    | 150   | \$82,500.00  |
| J-15                                                    | Bench and Invert Demo, Repair and Rebuild 60" MH Diameter                                        | EA        | \$850.00    | 50    | \$42,500.00  |
| J-16                                                    | Bench and Invert Demo, Repair and Rebuild 72" MH Diameter                                        | EA        | \$1,500.00  | 25    | \$37,500.00  |
| J-17                                                    | Bench and Invert Demo, Repair and Rebuild 96" MH Diameter                                        | EA        | \$2,500.00  | 5     | \$12,500.00  |
|                                                         | Structural Build Back Rehabilitation Application                                                 |           |             |       |              |
| J-18A                                                   | Structural Rebuild Layer (Build Back over 1" in thickness) - 48" MH Diameter                     | VF        | \$250.00    | 80    | \$20,000.00  |
| J-18B                                                   | Structural Rebuild Layer (Build Back over 1" in thickness) - 60" MH Diameter                     | VF        | \$280.00    | 40    | \$11,200.00  |
| J-18C                                                   | Structural Rebuild Layer (Build Back over 1" in thickness) - 72" MH Diameter                     | VF        | \$325.00    | 20    | \$6,500.00   |
| J-18D                                                   | Structural Rebuild Layer (Build Back over 1" in thickness) - 96" MH Diameter                     | VF        | \$400.00    | 20    | \$8,000.00   |
|                                                         | Rehabilitation Lining Application                                                                |           |             |       |              |
| J-19A                                                   | Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 48" MH Diameter     | VF        | \$210.00    | 200   | \$42,000.00  |
| J-19B                                                   | Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 60" MH Diameter     | VF        | \$275.00    | 20    | \$5,500.00   |
| J-19C                                                   | Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 72" MH Diameter     | VF        | \$300.00    | 20    | \$6,000.00   |
| J-19D                                                   | Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 96" MH Diameter     | VF        | \$375.00    | 10    | \$3,750.00   |
| J-20A                                                   | Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 48" MH Diameter               | VF        | N/A         | 1,500 | N/A          |
| J-20B                                                   | Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 60" MH Diameter               | VF        | N/A         | 250   | N/A          |
| J-20C                                                   | Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 72" MH Diameter               | VF        | N/A         | 25    | N/A          |
| J-20D                                                   | Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 96" MH Diameter               | VF        | N/A         | 15    | N/A          |
| J-21                                                    | Inside Drop Installation (Hardware and Drop Provided by Owner)                                   | EA        | \$1,500.00  | 25    | \$37,500.00  |

| Bypass Services                       |                                                                                                      |           |              |        |                        |
|---------------------------------------|------------------------------------------------------------------------------------------------------|-----------|--------------|--------|------------------------|
|                                       | <b>Low Flow By-Pass Setup (Less Than 500 GPM with 100% Onsite Redundancy)</b>                        |           |              |        |                        |
| K-1                                   | Bypass Pump Setup                                                                                    | EA        | \$250.00     | 75     | \$18,750.00            |
|                                       | <b>Low Flow By-Pass Pumping Operations (Less Than 500 GPM)</b>                                       |           |              |        |                        |
| K-2                                   | Mainline CCTV Inspection Operation                                                                   | LF        | \$1.00       | 15,000 | \$15,000.00            |
| K-3                                   | Lateral CCTV Inspection Operation (Avg of 7 Laterals per Mainline Segment) (\$/LF of Mainline)       | LF        | \$1.00       | 15,000 | \$15,000.00            |
| K-4                                   | Mainline Light Cleaning Operation (Up to 4 Line Passes)                                              | LF        | \$1.00       | 15,000 | \$15,000.00            |
| K-5                                   | Mainline Heavy Cleaning Operation (Up to 4 Line Passes in addition to Light Cleaning)                | LF        | \$1.00       | 5,000  | \$5,000.00             |
| K-6                                   | Light Tuberculation Removal (Up to 4 Passes with Cutting Tool)                                       | LF        | \$1.00       | 5,000  | \$5,000.00             |
| K-7                                   | Heavy Tuberculation Removal (Up to 4 Passes with Cutting Tool in addition to Light Tub. Removal)     | LF        | \$1.00       | 5,000  | \$5,000.00             |
| K-8                                   | Mainline CIPP Installation Operation                                                                 | LF        | \$1.00       | 15,000 | \$15,000.00            |
| K-9                                   | Lateral CIPP Installation Operation (Avg of 7 Laterals per Mainline Segment) (\$/LF of Mainline)     | LF        | \$1.00       | 15,000 | \$15,000.00            |
| K-10                                  | <b>High Flow By-Pass Setup (Greater Than 500 GPM with 100% Onsite Redundancy) (Cost + 10%)</b>       | ALLOWANCE | \$100,000.00 | 1      | \$100,000.00           |
| K-11                                  | <b>High Flow By-Pass Pumping Operations (Greater Than 500 GPM, no redundancy) (Cost + 10%)</b>       | ALLOWANCE | \$100,000.00 | 1      | \$100,000.00           |
| K-12                                  | <b>High Flow By-Pass Pumping Operations (Greater Than 500 GPM with 100% Redundancy) (Cost + 10%)</b> | ALLOWANCE | \$150,000.00 | 1      | \$150,000.00           |
|                                       | <b>Wastewater Hauling Operations</b>                                                                 |           |              |        |                        |
| K-13                                  | Initial Hauling Startup and Mobilization (6 Hour Min)                                                | EA        | \$750.00     | 30     | \$22,500.00            |
| K-14                                  | Hauling (Up to 2000 Gal Debris Capacity)                                                             | HR/TRK    | \$295.00     | 500    | \$147,500.00           |
| K-15                                  | Hauling (2000 to 4000 Gal Debris Capacity) (10 Hr = 1 Day)                                           | DAY/TRK   | \$375.00     | 100    | \$37,500.00            |
|                                       | <b>Bypass Ancillary Services</b>                                                                     |           |              |        |                        |
| K-16                                  | Roadway Hose Ramp Setup                                                                              | EA        | \$50.00      | 150    | \$7,500.00             |
| Maintenance of Traffic (MOT) Services |                                                                                                      |           |              |        |                        |
|                                       | <b>Traffic Control - Right of Way per FDOT Index</b>                                                 |           |              |        |                        |
| L-1                                   | <b>Maintenance of Traffic (Cost + 10%, without Flagmen)</b>                                          | ALLOWANCE | \$300,000.00 | 1      | \$300,000.00           |
| L-2                                   | Flagmen (2 Required, 8 hour min)                                                                     | DAY       | \$1,000.00   | 100    | \$100,000.00           |
| General Conditions                    |                                                                                                      |           |              |        |                        |
|                                       | <b>Performance and Payment Bond (1% for Estimate Value Only)</b>                                     | %         | 1%           |        | \$92,500.50            |
|                                       | <b>Project Contingency (15%)</b>                                                                     | %         | 15%          |        | \$1,387,507.50         |
|                                       |                                                                                                      |           |              |        |                        |
| <b>Total Estimated Value</b>          |                                                                                                      |           |              |        | <b>\$10,730,058.00</b> |

# 2024-083-E SAK Construction Contract FINAL

Final Audit Report

2024-10-24

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2024-10-22                                   |
| By:             | Annie Velez (veleza1@gru.com)                |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAKDFqwbyZv3lCn9tcLYWiaC4N-bDd8Cyw |

## "2024-083-E SAK Construction Contract FINAL" History

-  Document created by Annie Velez (veleza1@gru.com)  
2024-10-22 - 2:02:41 PM GMT
-  Document emailed to David Schwartz (schwartzdc@cityofgainesville.org) for signature  
2024-10-22 - 2:02:48 PM GMT
-  Email viewed by David Schwartz (schwartzdc@cityofgainesville.org)  
2024-10-22 - 2:08:36 PM GMT
-  Signer David Schwartz (schwartzdc@cityofgainesville.org) entered name at signing as David C. Schwartz  
2024-10-22 - 2:18:38 PM GMT
-  Document e-signed by David C. Schwartz (schwartzdc@cityofgainesville.org)  
Signature Date: 2024-10-22 - 2:18:40 PM GMT - Time Source: server
-  Document emailed to Debbie Daugherty (daughertydd@gru.com) for signature  
2024-10-22 - 2:18:42 PM GMT
-  Email viewed by Debbie Daugherty (daughertydd@gru.com)  
2024-10-22 - 4:09:50 PM GMT
-  Document e-signed by Debbie Daugherty (daughertydd@gru.com)  
Signature Date: 2024-10-22 - 4:10:05 PM GMT - Time Source: server
-  Document emailed to Thomas Brown (BrownTR@gru.com) for signature  
2024-10-22 - 4:10:08 PM GMT
-  Email viewed by Thomas Brown (BrownTR@gru.com)  
2024-10-24 - 12:54:11 PM GMT
-  Document e-signed by Thomas Brown (BrownTR@gru.com)  
Signature Date: 2024-10-24 - 12:54:29 PM GMT - Time Source: server



Document emailed to Joseph Feuerborn (jfeuerborn@sakcon.com) for signature

2024-10-24 - 12:54:31 PM GMT



Email viewed by Joseph Feuerborn (jfeuerborn@sakcon.com)

2024-10-24 - 1:33:09 PM GMT



Document e-signed by Joseph Feuerborn (jfeuerborn@sakcon.com)

Signature Date: 2024-10-24 - 1:33:47 PM GMT - Time Source: server



Agreement completed.

2024-10-24 - 1:33:47 PM GMT







## Town Commission Agenda Item Report

**Meeting Date:** September 9, 2026

**Submitted By:** Chris Lips, Public Works Director

**Submitting Department:** Public Works

**Item Type:** Resolution

**Agenda Section:** RESOLUTIONS – PUBLIC COMMENTS

---

**Subject Title:** RESOLUTION 2026-33: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH BLD SERVICES, LLC, FOR SEWER LATERALS CURED-IN-PLACE PIPE ("CIPP") LINING SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF BOCA RATON CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 2022-021 IN AN AMOUNT NOT TO EXCEED \$124,500.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**Explanation:** As part of the FY26 Capital Improvement Plan, the Town Commission authorized staff to initiate a sanitary sewer lining project. The majority of the Town's sanitary sewer main lines have already been rehabilitated using cured-in-place pipe (CIPP) lining; however, the sewer laterals have not yet been addressed.

Rehabilitating the sewer laterals will help reduce blockages caused by root intrusion and deteriorated or cracked pipes, while also reducing groundwater infiltration into the sanitary sewer system.

Sewer laterals are branch connections from the main sewer line that extend to individual homes and businesses. These pipes are typically located beneath paved roadways, driveways, sidewalks, and landscaping. Traditional open-cut replacement can be costly, time-consuming, and disruptive because it requires excavation and restoration of these improvements. CIPP lining provides a less disruptive alternative that can rehabilitate the existing laterals with minimal impact to residents, traffic, and surrounding improvements.

Section IV.E of the Town Purchasing Manual authorizes the Town to utilize the competitive procurement process of another governmental entity as an exception to the Town's formal bidding requirements, commonly referred to as "piggybacking."

The Town proposes to piggyback on the contract between BLD Services, LLC and the City of Boca Raton, Agreement No. 7121005 – Sanitary and Storm Rehabilitation, to perform the proposed sewer lateral lining services.

The total project cost is \$124,500. The Town has \$200,000 budgeted in the Sanitary Sewer Fund under Account 103-535000-500459 – Sewer Line Maintenance, providing sufficient funding for the project.

**Recommendation:** Approve Resolution 2026-33 approving a piggyback agreement with BLD Services, LLC for sanitary and storm rehabilitation services, utilizing the City of Boca Raton Agreement No. 7121005.

**Exhibits:**

1. 4E98305-Resolution - Approving A Piggyback Agreement With BLD Services, LLC v2
2. Piggyback Agreement - Approving A Piggyback With BLD Services LLC
3. Proposal for Rehabilitation of Sanitary Sewer Laterals for Town of Lauderdale By The Sea, FL
4. Contract (executed)

**RESOLUTION NO. 2026-33**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH BLD SERVICES, LLC, FOR SEWER LATERALS CURED-IN-PLACE PIPE (“CIPP”) LINING SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF BOCA RATON CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. 2022-021 IN AN AMOUNT NOT TO EXCEED \$124,500.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lauderdale-by-the-Sea (the “Town”) desires to rehabilitate its sewer laterals by utilizing cured-in-place pipe (“CIPP”) lining services (the “Services”); and

**WHEREAS**, the City of Boca Raton (the “City”), entered into an agreement with BLD Services, LLC (the “Contractor”), pursuant to the City’s Invitation to Bid No. 2022-021 for Sanitary and Storm Sewer Rehabilitation (the “Boca Agreement”); and

**WHEREAS**, consistent with the terms and pricing of the Boca Agreement, the Contractor has provided the Town with a quote to perform the Services, in an amount not to exceed \$124,500.00 (the “Quote”); and

**WHEREAS**, the Town desires to enter into an agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor utilizing the same or better terms and conditions as the Boca Agreement (the “Piggyback Agreement”); and

**WHEREAS**, Section IV.E. “Cooperative Purchasing (Piggybacking)” of the Town’s Purchasing Manual provides that purchases made under the provisions of another government’s purchasing contracts shall be exempt from the competitive bidding requirements provided that certain criteria set forth are all satisfied; and

**WHEREAS**, Town Staff recommends that the Town Commission approve and authorize the Piggyback Agreement with the Contractor for the Services; and

**WHEREAS**, in accordance with Section IV.E. of the Town's Purchasing Manual, the Town Commission desires to approve the Piggyback Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A," and authorize the Town Manager to execute the Piggyback Agreement; and

**WHEREAS**, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Piggyback Agreement with the Contractor, utilizing the Boca Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**

**Section 1. Recitals.** Each "WHEREAS" clause set forth is true and correct and herein incorporated by this reference.

**Section 2. Approval of Agreement.** The Town Commission hereby approves the Piggyback Agreement with the Contractor for the Services.

**Section 3. Authorization to Execute Agreement.** The Town Manager is hereby authorized to execute the Piggyback Agreement with the Contractor for the Services, attached hereto as Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

**Section 4. Authorization to Implement.** The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor Edmund Malkoon

Attest:

\_\_\_\_\_  
Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan L. Trevarthen, Town Attorney

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT WITH BLD SERVICES, LLC  
(Piggyback Competitive Award)**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and BLD Services, LLC Sak Construction, LLC, a foreign limited liability company registered to do business in Florida ("CONTRACTOR"), with its principal place of business at 2424 Tyler Street Kenner, LA 70062, individually referred to as "Party" or collectively as "Parties."

**WITNESSETH**

**WHEREAS**, the Town wishes to enter into an agreement with the Contractor (the "Agreement") to rehabilitate its sewer laterals by utilizing cured-in-place pipe ("CIPP") lining services (the "Services"); and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Boca Raton (the "City") and the Contractor as set forth in the City's Invitation to Bid No. 2022-021, attached hereto and incorporated herein as Exhibit "1" (the "Boca Agreement"); and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and Boca Agreement, except as otherwise modified herein; and

**WHEREAS**, the Town Procurement Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Section 1. Contract Terms.** The terms and conditions of the Boca Agreement, attached hereto as Exhibit "1," is incorporated as though fully set forth herein. In the event of conflict between or among this Agreement and the terms and conditions of the Boca Agreement, the order of priority shall be: this Agreement, and the Boca Agreement.

The following additional provisions are included:

A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed

substituted for "the City of Boca Raton" with regard to any and all provisions of the Boca Agreement, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the Boca Agreement, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.

B. The Town shall compensate the Contractor pursuant to the rates set forth in the Contractor's quote, attached hereto as Exhibit "2," in an amount not to exceed \$124,500.00 (the "Quote").

C. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.

D. Public Records

1. Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
3. Upon request from the Town's custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager,

at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

6. Any compensation due to Contractor shall be withheld until all records are received as provided herein. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [townclerk@lauderdalebytheseafl.gov](mailto:townclerk@lauderdalebytheseafl.gov), OR BY MAIL: Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.**

Refusal of the Contractor to comply with the provisions of this Section shall be grounds for immediate termination for cause by the Town of this Agreement.

E. Scrutinized Companies

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or 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 more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or 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 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. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.

F. ETHICS

1. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
3. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
4. Compliance with Applicable Law: Contractor covenants to 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 covenants that it will conduct no activity or provide any service that is unlawful or offensive.

G. INSURANCE

Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town are named as additional insureds with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning

Contractor and the insurance carrier.

**Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:**

- 1. Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
- 2. Workers' Compensation Insurance** – Statutory.
- 3. Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.

#### H. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

#### I. NONCOERCIVE CONDUCT AFFIDAVIT.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required

affidavit attached hereto and incorporated herein.

**J. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.**

If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

1. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**K. FLORIDA STATUTE 287.139 (CHAPTER 2026-43); PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL.**

A potential recipient of a county or municipal contract or grant shall certify to the county or municipality, as applicable, before being awarded such contract or grant that the potential recipient does not and will not use county or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) and 166.04971. In accordance with Section 287.139, Florida Statutes, the Contractor certifies that it does not and will not use Town funds received pursuant to this Agreement in requiring its employees, contractors, subcontractors, consultants, subconsultants, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.139, Florida Statutes, complies with the requirements therein, and certifies it shall remain in compliance with this certification throughout the term of this Agreement. Further, the Town may immediately terminate this Agreement for cause for any violation of this certification.

**Section 2. Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For Town:                      Town Manager

Town of Lauderdale-By-The-Sea  
4501 North Ocean Drive  
Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney  
Town of Lauderdale-By-The-Sea  
4501 North Ocean Drive  
Lauderdale-By-The-Sea, FL 33308

For Contractor: Mark Dalmau, Regional Manager  
2424 Tyler Street Kenner, LA 70062

**Section 3. Severability.** This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**Section 4. Waiver of Jury Trial.** The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

**TOWN:**

TOWN OF LAUDERDALE-BY-THE-SEA

\_\_\_\_\_  
Ken Rubach, Town Manager

Date:\_\_\_\_\_

**CONTRACTOR:**

BLD Services, LLC.

\_\_\_\_\_  
Date:\_\_\_\_\_

Attest: \_\_\_\_\_  
Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan L. Trevarthen, Town Attorney

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_(name of person) as \_\_\_\_\_ (type of authority) for  
\_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_ Personally known to me; or  
\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_ Did take an oath; or  
\_\_\_\_ Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH  
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath



August 25, 2026

Proposal# BLD-26194

Chris Lips  
Public Works Director  
Lauderdale by the Sea  
4501 N. Ocean Drive  
Lauderdale-By-The-Sea, FL 33308

**RE: Proposal for Rehabilitation of Sanitary Sewer Laterals for the Town of Lauderdale By The Sea, FL. (Multiple locations)**

**BLD Services, LLC** proposes to furnish all necessary materials, labor, tools, equipment, supplies, and supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK, with the exception of those items specifically addressed in this proposal. Pricing terms and conditions from the existing City of Boca Raton, FL. - Agreement No. 7121005 Sanitary and Storm Rehabilitation; a BLD Services, LLC contract available for piggyback.

**Scope of Work: This work shall be performed in conjunction with the "PRICING SCHEDULE" and "TERMS & CONDITIONS" as outlined within this proposal**

In response to your request, we hereby submit subcontract pricing for the above-referenced project as follows:

| Item # | Description                                                                                                                                           | Qty | Unit | Unit Price | Total        |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|------------|--------------|
| E9     | Install mainline/lateral connection repair system in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral) | 22  | EA   | \$4,700.00 | \$103,400.00 |
| E10    | Install mainline/lateral in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)                         |     | EA   | \$6,900.00 | \$0.00       |
| E11    | Install mainline/lateral in 21-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)                                    |     | EA   | \$8,900.00 | \$0.00       |
| E12    | Install mainline/lateral in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)                                         |     | L.F. | \$100.00   | \$0.00       |
| E13    | Transitional liner 6-inch to 4-inch                                                                                                                   |     | EA   | \$750.00   | \$0.00       |
| E20    | Sewer lateral cleaning and TV inspection from main (up to 30 feet)                                                                                    | 22  | EA   | \$450.00   | \$9,900.00   |
| E21    | Sewer lateral cleaning and TV inspection from main (beyond 30 feet)                                                                                   |     | L.F. | \$5.00     | \$0.00       |
| E22    | Sewer lateral cleaning and TV inspection from cleanout (up to 30 feet)                                                                                |     | EA   | \$300.00   | \$0.00       |



|              |                                                                            |    |        |                     |            |
|--------------|----------------------------------------------------------------------------|----|--------|---------------------|------------|
| E23          | Sewer lateral cleaning and TV inspection from cleanout (beyond 30 feet)    |    | L.F.   | \$5.00              | \$0.00     |
| E31          | Maintenance of traffic - residential street                                | 12 | SET-UP | \$650.00            | \$7,800.00 |
| E32          | Maintenance of traffic - FDOT, Palm Beach County, or City arterial roadway | 4  | SET-UP | \$850.00            | \$3,400.00 |
| E33          | Work in rear-yard easement (items E1 and E3)                               |    | EA     | \$1,500.00          | \$0.00     |
| E34          | Work in rear-yard easement (items E5 to E7)                                |    | EA     | \$1,500.00          | \$0.00     |
| E35          | Work in rear-yard easement (items E10 to E12)                              |    | EA     | \$1,500.00          | \$0.00     |
| E36          | Work in rear-yard easement (items E15 and E16)                             |    | EA     | \$1,500.00          | \$0.00     |
| E37          | Work in rear-yard easement (items E18 to E20 and E22)                      |    | EA     | \$1,500.00          | \$0.00     |
| <b>Total</b> |                                                                            |    |        | <b>\$124,500.00</b> |            |

**Proposal Inclusions:**

- Certificate of Insurance with standard coverage
- Post-Installation video of scheduled repairs and mainlines

**Proposal Exclusions:**

- Premiums for special insurance coverage requirements
- Reinstatement / re-brushing of service connections
- CLEAN-OUT INSTALLATION

**Proposal Terms:**

- All Items quoted are to be considered inclusive of this proposal, no separation of any one pay item should be assumed, i.e., TV inspection and cleaning item will be provided by BLD Services, LLC as part of the CIPP Lateral Lining portion of this project.
- Payment due within 30 days of completion of BLD's portion of the project
- Partial monthly payments may be requested.
- Proposal valid for 30 days

**Special Conditions:**

- General Contractor will be required to provide access to all manholes
- General Contractor will be required to provide post videos of CIPP lining prior to mobilization for lateral identification
- General Contractor will provide notification / flyers if required by owner – BLD will distribute
- General Contractor provides all traffic control devices and permits beyond typical traffic cones and signs carried by crew
- General Contractor to provide bypass pumping for mainlines pipe of 12" and above diameter or if there is an active force main.
- General Contractor will provide water meter if water requires metering at no cost for deposit or water to BLD.

**Mutual Release of Consequential Damages:**

Neither party shall be liable to the other for consequential damages relating to or arising out of this Contract.

We appreciate the opportunity of submitting this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

*Mark Dalmau*

Mark Dalmau  
Regional Manager  
BLD Services, LLC

## CONTRACT

**Bid No. 2022-021**  
**Sanitary and Storm Sewer Rehabilitation**  
**PROJECT: 7121005**

This Contract made and entered into this 23<sup>rd</sup> day of February 2023, by and between the City of Boca Raton, (hereinafter called the **Owner**) a Florida municipal corporation, and BLD Services, LLC, (hereinafter called the **Contractor**);

WHEREAS, the Owner desires to retain the Contractor for Bid No. 2022-021, Group: E – Lateral Lining as expressed in its Bid No. 2022-021; and,

WHEREAS, the Contractor hereby covenants and agrees to undertake and execute all of the Work as required and described in the Contract Documents (as defined in Article 1 in the General Conditions), in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Contract.

### **1.0 DEFINITIONS**

The definitions for all terms as used in this Contract and all Contract Documents shall be as defined in Article 1 of the General Conditions.

### **2.0 CONTRACT TIME FOR EACH WORK ORDER**

Each Work Order issued under this Contract shall be commenced promptly and within ten (10) days from the date the Owner (with the exception of a Work Order that has an expedited mobilization or unless otherwise noted on the Work Order) has signed such Work Order, in accordance with the Contract Documents, and shall be prosecuted with diligence and be fully completed within the project time specifically provided in each individual Work Order.

### **3.0 COMPENSATION TO BE PAID CONTRACTOR**

- 3.1 In consideration of the faithful performance of this Contract (and all Work Orders issued under this Contract) by the Contractor, the Owner will pay to the Contractor for the full and entire completion of work performed under each executed Work Order upon acceptance by the Owner of such work. Each Work Order will contract an amount that represents the entire cost which the Owner will have to pay to the Contractor for acceptable and conforming Work under the Work Order, inclusive of all materials, supplies, costs, fees, which shall be the maximum extent of the Owner's obligation to pay Contractor, but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the Work in accordance with the terms of both this Contract and the Work Order.
- 3.2 The amount to be paid by the Owner shall be determined by unit prices (including lump sum line items), all of which are contained in the Bid documents submitted by the Contractor, which are incorporated in, and made a part of this Contract.

- 3.3 Any work performed by Contractor without proper authorization is performed at Contractor's risk, and Owner shall have no obligation to compensate Contractor for such work.
- 3.4 The City is not required to issue any Work Orders hereunder.

#### **4.0 CONTRACT TERM AND RENEWAL TERMS**

- 4.1 The Contract shall commence on the date set forth above, and shall be for a five (5) year term. The City requires a firm price for the initial two (2) years of the Contract term.
- 4.2 The Owner may renew the Contract for additional one-year periods upon expiration of the initial term, not to exceed a maximum of three (3) additional one-year renewal periods.
- 4.3 The term of this Contract shall commence on the date set forth on the "Form of Contract" and shall continue for five (5) years, automatically renewed thereafter for three, one-year periods subject to the cancelation clauses in the General Conditions, Item 25, Owner's Right to Terminate Contract. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance, and determination that the contract renewal is in the best interest of the City. The City requires a firm price from the date set forth on the "Form of Contract" for two years. Years three through five and annual renewals will be based on the Contractor agreeing to the same terms, conditions, pricing and specifications. For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one year. Option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

Prior to term years three, four, and five and each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the City. Contractor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Contractor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bonafide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Contractor's requested price adjustment is subject to City approval, and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Contractor. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

- 4.4 Upon mutual written agreement between Owner and Contractor, any term of the Contract may be extended with all terms, conditions and unit prices adhered to with no deviations, for a defined period of time, not to exceed one (1) year.

#### **5.0 SUCCESSORS, ASSIGNS AND ASSIGNMENT**

The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not



assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

## **6.0 INDEPENDENT CONTRACTOR**

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

## **7.0 INTENT AND CORRELATION OF DOCUMENTS**

- A. The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Items described in the singular shall include the plural and vice-versa, when appropriate to complete all Work necessary to result in a completed Project. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.
- B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
- Change Orders
  - Contract
  - Addenda
  - Technical Specifications
  - Drawings/Exhibits/Appendixes
  - Special Provisions
  - General Conditions
  - Bid Form and Attachments

The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.
  2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
  3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor's work without additional cost to the Owner.
- C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients specified, and all part of substructures and superstructures shall be in proper alignment and adjustment. Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

## **8.0 LAWS/ORDINANCES**

Contractor shall observe and comply with all federal, state, county, local and municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure by the awarded Contractor to comply with all applicable laws ordinances, rules, and regulations shall constitute a breach of the Contract and the City shall have the discretion to unilaterally terminate this Contract.

## **9.0 LIMITATION OF LIABILITY/ NO WAIVER**

Contractor agrees to the limitation of liability of the Owner for any cause of action arising out of this Agreement as stated herein.

The Contractor 's recovery from the Owner for any action or claim arising from the Contract is limited to a maximum amount of the Contract Price less the amount of all funds actually paid by the Owner to Contractor pursuant to this Contract.

Nothing contained in this paragraph or elsewhere in this Contract is in any manner intended either to be a waiver of the limitation placed upon the Owner's liability as set forth in Section 768.28, Florida



Statutes, or to extend the Owner's liability beyond the limits established in said Section; and no claim or award against the Owner shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the Owner from taking corrective action against the Contractor.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

#### **10.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City of Boca Raton, its officers, agents, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the CITY by section 768.28, Florida Statutes, or any other applicable law.

#### **11.0 PROVISION AND MAINTENANCE OF BOND**

A Surety Bond legally issued, meeting the requirements in the Contract Documents and approved by the Owner shall be maintained by CONTRACTOR.

If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond, the CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be subject to the approval by the Owner. Failure to maintain such Surety Bond shall constitute a breach of the Contract and the Owner in its sole discretion shall be authorized to terminate the Contract as provided in Section 12 herein.

#### **12.0 TERMINATION**

- A. Owner's Right to Terminate Contract for Default
  - 1. Default

Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligation under this Contract if it:

- (a) Performs work which fails to conform to the requirements of this Contract;

- (b) Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- (c) Abandons or refuses to proceed with any or all work including modifications directed pursuant to the clause entitled Extra Work, Article 38 and Omitted Work, Article 39 in the General Conditions;
- (d) Fails to supply enough properly skilled workers or material;
- (e) Fails to make prompt payments to Subcontractors or suppliers for materials or labor;
- (f) Fails to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction;
- (g) Fails to maintain a surety bond as required by the Contract;
- (h) Fails to provide safety equipment or enforce safety procedures for workers on the site;
- (i) Fails to protect persons or property; or
- (j) Fails to fulfill any of the terms of this Contract or to comply in any way with the Contract Documents

Any of the above conditions shall be sufficient grounds for the Owner to find the Contractor in default and that sufficient cause exists to terminate the Contract and/or to withhold payment or any part thereof until the cause or causes giving rise to the default has been eliminated by the Contractor and approved by the Owner.

If a finding of default is made, the Contractor and Contractor's Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract.

## 2. Notice of Default

Upon a finding of default, the Owner shall notify Contractor in writing of the nature of the failure and shall set a reasonable time within which the Contractor and its Surety shall eliminate the cause or causes of default.

When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its Surety in writing that the default has been corrected and that the Contractor is no longer in default.

## 3. Suspension of Work for Default

Owner may, at its sole option, suspend the performance of all or a portion of work to be performed under the Contract as a result of a finding of default, and shall include such suspension in the Notice of Default described above. Said suspension shall continue until such time as the Owner has notified the Contractor that the default has been corrected and the suspension has been removed, or the Contractor has been terminated. During said period of suspension, Contractor shall not be entitled to assert any claims for damages or any claims for time extensions or adjustments.

## 4. Notice of Contract Termination for Default



If the Contractor fails to correct the default within the time allowed, or if Contractor or its Surety fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's Surety, and without otherwise waiving its rights against the Contractor or its Surety, provide written notice to the Contractor of the termination, in whole or in part, of the Contract.

Owner may prosecute the Work to completion by contract or by any other method deemed expedient and/or make demand upon the Surety to perform, at Owner's sole option. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the work.

Upon termination for default, Contractor shall:

- (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- (b) inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of work;
- (c) promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;
- (d) cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- (e) comply with other reasonable requests from Owner regarding the terminated work; and
- (f) continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 12B as provided herein.

#### 5. Costs of Completed Work of Terminated Contract.

Contractor and its Surety, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for Liquidated Damages.

This section shall survive the cancellation, termination, expiration, lapse or suspension of this Contract.

#### B. Optional Termination of Contract By Owner

Owner may, at its sole option, terminate the Contract, in whole or in part at any time, by thirty (30) day written notice thereof to Contractor, whether or not Contractor is in default. If it was determined that Contractor was not in default as specified in Section 12 (A) (4), the 30 day notice requirement in this section is waived as long as the notice requirement set forth in Section 12 (A)(2) is satisfied. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof. The sole right and remedy of Contractor under this paragraph shall be that Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination, including but not limited to

1. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:
  - (a) Immediately discontinue work on the date and to the extent specified in the notice;
  - (b) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
  - (c) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
  - (d) Assign all subcontracts required for performance of this Contract to the Owner;
  - (e) Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
  - (f) Complete performance of any work which is not terminated.
2. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
  - (a) All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
  - (b) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided above.
  - (c) The verifiable costs of work completed by Subcontractors.
  - (d) Any other reasonable costs which can be verified to be incidental to such termination of work.

### **13.0 PROVISION AND MAINTENANCE OF INSURANCE**

#### **COVERAGE AND MINIMUM LIMITS**

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein.

All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as City of Boca Raton's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

#### A. COVERAGE AND MINIMUM LIMITS

##### 1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000**/\$2,000,000 occurrence/aggregate Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

##### Additional Insured Endorsements.

The Contractor agrees to endorse the City of Boca Raton, Greater Boca Raton Beach and park District, Boca Raton Community Redevelopment Agency as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 04 13 and the GC 20 37 07 04 which shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish City of Boca Raton with evidence of continuation of such insurance at final payment and one (1) year thereafter.

##### 2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

##### 3. Commercial Umbrella/Excess Liability

(May be used to supplement minimum General Liability Coverage requirements).

The Contractor agrees to endorse the City of Boca Raton as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City of Boca Raton is automatically defined as an Additional Protected Person.



**Umbrella or Excess Liability coverage is required and shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required. Umbrella or Excess Liability minimum requirement is \$2,000,000.**

4. Worker's Compensation & Employer's Liability.

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

5. Railroad Protective Liability:

When work done by the contractor is within 50 feet of a railroad tracks or railroad right of way, the Contractor shall maintain Railroad Protective Liability Insurance (RPL) with a limit not less than \$3,000,000 each occurrence, if the work being performed is within (50) feet of operating railroad tracks or otherwise involves exposures to railroad hazards. The RPL coverage may be included by endorsement to the Commercial General Liability policy (CGL) or as a separate policy.

**B. SUBCONTRACTOR INSURANCE**

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City of Boca Raton, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION**

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

**D. WAIVER OF SUBROGATION**

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City of Boca Raton, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

**E. RIGHT TO REVISE OR REJECT**

The Contractor agrees the City of Boca Raton reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City of Boca

Raton reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The City of Boca Raton shall provide Contractor written notice of such revisions or rejections.

**F. NO REPRESENTATION OF COVERAGE ADEQUACY.**

The coverages, limits or endorsements required herein protect the primary interests of the City of Boca Raton, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

**G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE**

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by to maintain certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

**H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION/NON RENEWAL OF COVERAGE**

The Contractor agrees to provide the City of Boca Raton with certificate(s) of insurance that clearly evidences the Contractor's insurance contains the minimum coverages, limits, and endorsements set forth herein. The City of Boca Raton requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City of Boca Raton project manager and copy the City's Risk Manager in writing within (30) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the City of Boca Raton is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the City of Boca Raton prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the City of Boca Raton the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City of Boca Raton shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the City of Boca Raton evidencing the replacement coverage. The Contractor agrees the City of Boca Raton reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City of Boca Raton. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City Of Boca Raton shall have the right, but not the obligation, to

purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City of Boca Raton.

#### **I. CERTIFICATE OF INSURANCE FORMAT**

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City is endorsed as an Additional Insured as per requirements herein, Item A. Insurance Coverage and Minimum Limits.
2. Clearly indicate the project name and Bid number.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, whether in excess or equal to the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) and Address:
6. Include the appropriate Endorsement listing the City of Boca Raton as an additional Insured. (CG 2010 04 013 or; CG2010 07 04 and CG2037 07 04)

**Certificate Holder:** City of Boca Raton  
201 W. Palmetto Park Road  
Boca Raton, FL 33432  
Attn: City Project Manager / Lisa Wilson-Davis  
Email: lwilsondavis@myboca.us

#### **14.0 NOTICES**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Owner: City of Boca Raton  
Name Chris Helfrich, P.E., Utility Services Director  
Address 1401 Glades Road, Boca Raton, FL 33431  
Email chelfrich@myboca.us

As to Contractor: BLD Services, LLC  
Name Jacob Trapani, Vice President  
Address 2424 Tyler Street, Kenner, LA 70062  
Fax (504) 461-5971  
Email jacob@bldllc.net



Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and Email is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

***Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Owner in the performance of the Work.***

## **15.0 PUBLIC RECORDS**

15.1 The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. This Contract requires the Contractor to provide services and/or materials, and therefore the Contractor shall comply with Section 119.0701, Florida Statutes. Specifically, the Contractor shall:

15.1.1 Keep and maintain all public records related to the performance of the Work.

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

15.1.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.

15.1.4 Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the Work. The Contractor shall meet all applicable requirements for retaining public records set out in Florida law.

15.1.5 In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15.2 The failure of the Contractor to comply with the provisions set forth in this Section, or to comply with the City request for records, shall constitute a default and breach of this Contract, and the City shall, in its discretion, pursue any and all remedies against the Contractor provided for under this Contract or at law.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS BID, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.**

## **16. SCRUTINIZED COMPANIES**

- 16.1 Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if:
- 16.1.1 Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Section 215.473, Florida Statutes);
  - 16.1.2 Contractor engages in business operations in Cuba or Syria; or
  - 16.1.3 Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- 16.2 By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor acknowledges that Contractor executed a certification to this effect at the time it submitted a response to the City's Invitation to Bid and that such certification was likewise accurate at the time of execution of this Contract.
- 16.3 Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) calendar days of the date of such occurrence.
- 16.4 In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- 16.5 Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

#### **17.0 E-VERIFY**

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for



a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

## **18.0 MISCELLANEOUS**

- 18.1 Remedies. The remedies expressly provided in this Agreement to Owner shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of Owner now or later existing at law or in equity.
- 18.2 Nonwaiver. A waiver by either Owner or Contractor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Contract. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- 18.3 Severability. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void or voidable provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being held void should a provision which is of the essence of the Contract be determined to be void by a court of competent jurisdiction.

- 18.4 Governing Law / Venue / Waiver of Jury Trial. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND OWNER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

## **19.0 ENTIRE CONTRACT**

This Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. This Contract may only be amended or modified by a written document authorized and executed by the Parties, as provided herein.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Mayor, and its seal to be hereunto affixed, and BLD Services, LLC has executed this Contract all as of the day and year first above written.

**CITY OF BOCA RATON**

Witness:

Mary Siddons  
Cynthia McDonald

By: [Signature]  
Leif Ahnell, C.P.A., C.G.F.O., City Manager

(Seal)

Approved by Council on December 13, 20 22

Item 9.A.8 Account Number 470.42.10001.54600011.535.0000000.0000

**CONTRACTOR:**

Attest:

[Signature]

Shirley Jarrell Wagner  
Corporate Secretary  
(affirm Corporate Seal)

By: [Signature]  
Signature

Witness:

Name: Jacob Trapani

Jeannie Vellafranco  
Lilsi Garcia

Title: Vice President  
President or other duly authorized  
Corporate Officer

| Item # | Description                                                                                                                                            | Qty | Unit | Unit \$    | Total \$     |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|------------|--------------|
| E1     | Install cured-in-place sectional pipe liners, 8-inch to 12-inch diameter (up to 6 feet in length, all depths)                                          | 6   | EA   | \$4,500.00 | \$27,000.00  |
| E2     | Install cured-in-place sectional pipe liners, 8-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)                         | 4   | L.F. | \$750.00   | \$3,000.00   |
| E3     | Install cured-in-place sectional pipe liners, 15-inch to 21-inch diameter (up to 6 feet in length, all depths)                                         | 2   | EA   | \$7,500.00 | \$15,000.00  |
| E4     | Install cured-in-place sectional pipe liners, 15-inch to 21-inch diameter (per linear foot beyond 6 feet in length, all depths)                        | 4   | L.F. | \$1,250.00 | \$5,000.00   |
| E5     | Install T-liner in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)                                    | 30  | EA   | \$4,700.00 | \$141,000.00 |
| E6     | Install T-liner in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)                                   | 4   | EA   | \$6,900.00 | \$27,600.00  |
| E7     | Install T-liner in 21-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)                                              | 2   | EA   | \$8,900.00 | \$17,800.00  |
| E8     | Install T-liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)                                                   | 200 | L.F. | \$100.00   | \$20,000.00  |
| E9     | Install mainline/lateral connection repair system in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)  | 30  | EA   | \$4,700.00 | \$141,000.00 |
| E10    | Install mainline/lateral connection repair system in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral) | 4   | EA   | \$6,900.00 | \$27,600.00  |

| Item # | Description                                                                                                                                 | Qty   | Unit | Unit \$    | Total \$    |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------|-------|------|------------|-------------|
| E11    | Install mainline/lateral connection repair system in 21-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral) | 2     | EA   | \$8,900.00 | \$17,800.00 |
| E12    | Install mainline/lateral connection repair system in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)      | 200   | L.F. | \$100.00   | \$20,000.00 |
| E13    | Transitional liner 6-inch to 4-inch                                                                                                         | 2     | EA   | \$750.00   | \$1,500.00  |
| E14    | Lateral grouting (if required in preparation for T-liner or mainline/lateral connection repair system installation)                         | 8     | EA   | \$500.00   | \$4,000.00  |
| E15    | Recut lateral insufficiently reinstated by others                                                                                           | 20    | EA   | \$750.00   | \$15,000.00 |
| E16    | Grout annular space following recut of lateral insufficiently reinstated by others                                                          | 20    | EA   | \$500.00   | \$10,000.00 |
| E17    | Protruding service connection removal by internal means                                                                                     | 6     | EA   | \$750.00   | \$4,500.00  |
| E18    | Sewer main cleaning and TV inspection (6-inch through 12-inch)                                                                              | 3,600 | L.F. | \$5.25     | \$18,900.00 |
| E19    | Sewer main cleaning and TV inspection (15-inch through 21-inch)                                                                             | 1,800 | L.F. | \$9.00     | \$16,200.00 |
| E20    | Sewer lateral cleaning and TV inspection from main (up to 30 feet)                                                                          | 24    | EA   | \$450.00   | \$10,800.00 |
| E21    | Sewer lateral cleaning and TV inspection from main (beyond 30 feet)                                                                         | 120   | L.F. | \$5.00     | \$600.00    |
| E22    | Sewer lateral cleaning and TV inspection from cleanout (up to 30 feet)                                                                      | 6     | EA   | \$300.00   | \$1,800.00  |
| E23    | Sewer lateral cleaning and TV inspection from cleanout (beyond 30 feet)                                                                     | 60    | L.F. | \$5.00     | \$300.00    |
| E24    | Mechanical root or grease removal (12-inch and smaller)                                                                                     | 1,200 | L.F. | \$9.00     | \$10,800.00 |
| E25    | Mechanical root or grease removal (15-inch through 21-inch)                                                                                 | 600   | L.F. | \$11.00    | \$6,600.00  |
| E26    | Mechanical tuberculation/concrete removal (12-inch and smaller)                                                                             | 600   | L.F. | \$25.00    | \$15,000.00 |

| Item #       | Description                                                                | Qty | Unit   | Unit \$     | Total \$            |
|--------------|----------------------------------------------------------------------------|-----|--------|-------------|---------------------|
| E27          | Mechanical tuberculation/concrete removal (15-inch through 21-inch)        | 300 | L.F.   | \$35.00     | \$10,500.00         |
| E28          | Bypass pumping (6-inch through 10-inch sewer)                              | 6   | DAY    | \$500.00    | \$3,000.00          |
| E29          | Bypass pumping (12-inch and 15-inch sewer)                                 | 3   | DAY    | \$2,500.00  | \$7,500.00          |
| E30          | Bypass pumping (18-inch through 21-inch sewer)                             | 3   | DAY    | \$10,000.00 | \$30,000.00         |
| E31          | Maintenance of traffic - residential street                                | 55  | SET-UP | \$650.00    | \$35,750.00         |
| E32          | Maintenance of traffic - FDOT, Palm Beach County, or City arterial roadway | 10  | SET-UP | \$850.00    | \$8,500.00          |
| E33          | Work in rear-yard easement (items E1 and E3)                               | 3   | EA     | \$1,500.00  | \$4,500.00          |
| E34          | Work in rear-yard easement (items E5 to E7)                                | 8   | EA     | \$1,500.00  | \$12,000.00         |
| E35          | Work in rear-yard easement (items E10 to E12)                              | 8   | EA     | \$1,500.00  | \$12,000.00         |
| E36          | Work in rear-yard easement (items E15 and E16)                             | 4   | EA     | \$1,500.00  | \$6,000.00          |
| E37          | Work in rear-yard easement (items E18 to E20 and E22)                      | 20  | EA     | \$1,500.00  | \$30,000.00         |
| E38          | Expedited mobilization                                                     | 3   | EA     | \$2,500.00  | \$7,500.00          |
| E39          | Allowance                                                                  | 1   | AL     | \$20,000.00 | \$20,000.00         |
| <b>TOTAL</b> |                                                                            |     |        |             | <b>\$766,050.00</b> |

**CERTIFICATE OF CORPORATE AUTHORITY**

**BID NO. 2022-021**  
**Sanitary and Storm Sewer Rehabilitation**

I, Shirley Jarrell Wagner, certify that I am the **Secretary** of the corporation named as Contractor in **Bid No.2022-021**; that Jacob Trapani who signed the said Contract on behalf of the Contractor, was then Vice President of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this 18th day of January, 2023.

  
\_\_\_\_\_  
Corporate Secretary  
Shirley Jarrell Wagner

(Corporate Seal)



**ACKNOWLEDGEMENT OF CONTRACTOR,  
OF A LIMITED LIABILITY CORPORATION  
OR PARTNERSHIP**

**BID NO. 2022-021  
Sanitary and Storm Sewer Rehabilitation**

State of \_\_\_\_\_ as:

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_, to me known, and known to me to be one of the members of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm and that he/she is duly authorized to bind such firm.

\_\_\_\_\_

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,  
IF AN INDIVIDUAL**

State of \_\_\_\_\_ as:

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_, to me known, and known to be to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

\_\_\_\_\_

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,  
IF CORPORATION**

**BID NO. 2022-021**

**Sanitary and Storm Sewer Rehabilitation**

State of Louisiana  
as:  
County of Jefferson

On this 18th day of January, 20 23, before me personally came and appeared  
Jacob Trapani, to me known, who, being by me duly sworn, did depose  
and say that he/she resides at  
2424 Tyler Street, Kenner, LA 70062

that he/she is the Vice President

of BLD Services, LLC

the corporation described in and which executed the foregoing contract; that he knows the seal  
of said corporation; that one of the impressions affixed to said contract is an impression of such  
seal; that he is the proper official of said corporation designated to execute such contract, that  
he/she has authority so to do, that he/she executed same for and in behalf of said corporation,  
and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at Kenner, Louisiana

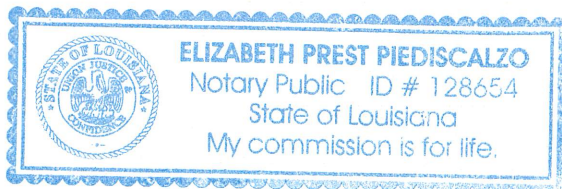
the day and year above written.

*E. Piediscalzo*

Notary Public

(Seal)

My Commission Expires: AT DEATH





|                                 |
|---------------------------------|
| <b>PUBLIC CONSTRUCTION BOND</b> |
|---------------------------------|

BY THIS BOND, WE, BLD Services, LLC, as Principal and Hartford Accident and Indemnity Company a Corporation, as Surety, are bound to the City of Boca Raton, Florida, hereinafter referred to as "Owner", in the sum of \$ 495,000.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract dated February 23rd, 2023 between Principal and Owner for construction of Sanitary and Storm Sewer Rehabilitation, **Bid No. 2022-021**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, and including any liquidated damages or actual damage caused by the delay of performance of Contractor, that Owner sustains because of a default by Principal under the Contract, and;
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes. subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.
5. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

Dated on February 23<sup>rd</sup>, 20 23.

**PRINCIPAL:**

**ATTEST:**

Shirley Jarrell Wagner  
Corporate Secretary  
Shirley Jarrell Wagner

Beeth Pridiscabze  
Witness to Principal

(Address)

BLD Services, LLC

Principal

By: Jacob Trapani  
Signature Jacob Trapani

Title: Vice President

Address 2424 Tyler Street

(Seal)

Kenner, LA 70062

**SURETY:**

**ATTEST:**

See Power of Attorney Attached  
Surety

Brad M. Grace  
Witness as to Surety  
Brad M. Grace

David R. Hoover, Florida Resident Agent

15050 NW 7th Ct., Ste. 200, Miami Lakes, FL 33016-5810  
Address

A122785  
License No.

Hartford Accident and Indemnity Company  
Surety

Cathy P. Grace  
Attorney-in-fact Cathy P. Grace  
(Seal)

11505 Perkins Road, Bldg. 2-D

Address

Baton Rouge, LA 70810

Telephone: ( 225 ) 938-0112

Email: cathy@cpgrace.com

**NOTE:** Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

**IMPORTANT:** Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, **and be authorized to transact business in the State of Florida**, and be pre-approved by the Owner.

Bond shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.